

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this day of 2023.

BETWEEN

NEELKAMAL REALTY & CONSTRUCTION LLP, a Limited Liability Partnership incorporated/register under the Limited Liability Partnership Act, 2008, under LLP Identification No.AAN-7592, having their office at A-201, Vertex Vikas, Sir M.V.Road, Andheri (East), Mumbai-400 069, hereinafter called “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-title and permitted assigns) of the **ONE PART**;

AND

MR./MRS./M/S.

.....
.....

having address at

.....
hereinafter referred to as “**the Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and assigns) of the **OTHER PART**.

The expression “**Purchaser**” hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

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The Promoter and Purchaser are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- (A) At all material time, one Advaita Estate & Development Pvt. Ltd. (“Advaita” for short) was the owner of and well and sufficiently entitled to all that piece or parcel of land bearing C.T.S. No.190/A/6/2, admeasuring 6,060 Square Meters or thereabouts, of Village Majas, Taluka-Andheri, in the Registration District of Mumbai City and Mumbai Suburban, together with the structures standing thereon, situated at Jogeshwari-Vikhori Link Road, Jogeshwari (East), Mumbai-400 060 (hereinafter referred to as “**the said Larger Land**”);
- (B) By a Deed of Conveyance dated 15th May 2010, registered with the Sub-Registrar of Assurances, Andheri-1 at Mumbai, under Serial No. BDR-1/5471/2010, and made between Advaita (therein wrongly mentioned as Advaita Estate Land Pvt. Ltd.), therein called the Vendor and one Mahakali Sarbojanin Durgautsav Seva Samiti (“MSDSS” for short), therein called the Purchaser, Advaita sold, transferred and conveyed unto and in favour of MSDSS a part of the said Larger Land admeasuring 4,200 Square Feet i.e. 390.33 Square Meters or thereabouts (hereinafter referred to as “**MSDSS Land**”), at or for the consideration and on the terms and conditions more particularly stated therein;
- (C) By a Deed of Conveyance dated 21st December 2018, registered with the Sub-Registrar of Assurances, Andheri-7 at Mumbai under Serial No. BDR-18/13205/2018, Advaita sold, transferred and conveyed unto and in favour of M/s. Neelkamal Realty & Construction LLP the Promoter herein, the remaining part / portion of the said Larger Land, bearing C.T.S. No. 190/A/6/2 (Part), admeasuring 5,669.67 Square Meters or thereabouts, more particularly described in the **Fist Schedule** hereunder written and shown delineated in red colour boundary line on the plan thereof annexed hereto and marked as Annexure-‘A’ (hereinafter referred to as “**the said Property**”), at or for the consideration and on the terms and conditions more particularly stated therein;
- (D) Upon the Promoter making payment of the balance consideration to Advaita which was payable under the said Deed of Conveyance dated 21st December 2019, by a Deed of Confirmation dated 3rd April 2019, registered with the Sub-Registrar of Assurances, Andheri-7 (Bandra) at Mumbai, under Serial No. BDR-18/3868/2019, Advaita admitted, acknowledged and confirmed the receipt of the entire consideration from the Promoter under the said Deed of Conveyance dated 21st December 2018, as more particularly stated therein;
- (E) Subsequently, it was noticed by Advaita and MSDSS that through inadvertence in the said Deed of Conveyance dated 15th May 2010 the name of the Vendor was wrongly mentioned as “M/s. Advaita Estate Land Pvt. Ltd.” instead of its correct name “Advaita Estate & Development Pvt. Ltd.” and that through inadvertence the location of the MSDSS Land was wrongly shown and delineated on the Plan annexed to the said Deed of Conveyance, though the boundaries thereof were described rightly in the Second Schedule of the said Deed of Conveyance and therefore by a Deed of Rectification dated 16th July, 2019 registered with the Sub-Registrar of Assurances, Andheri-7 at Mumbai under Serial No. BDR-18/8048/2019, and made between Advaita and MSDSS the said errors in the said Deed of Conveyance dated 15th May 2010 were corrected and rectified, as more particularly stated therein;

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- (F) It was further noticed by Advaita and the Promoter that through inadvertence in the said Deed of Conveyance dated 21st December 2018 the location of the said Property sold thereunder was wrongly shown and delineated on the Plan annexed to the said Deed of Conveyance, though the boundaries thereof were described rightly in the Third Schedule of the said Deed of Conveyance and therefore by a Deed of Rectification dated 22nd July, 2019 registered with the Sub-Registrar of Assurances, Andheri-7 at Mumbai under Serial No. BDR-18/9088/2019, and made between Advaita and the Promoter herein, the said error in the said Deed of Conveyance dated 21st December 2018 was corrected and rectified, as more particularly stated therein;
- (G) At the material time, there existed approximately 60 structures on a part of the said Property, comprising of hutments/tenements in use, occupation and possession of the respective hutment dwellers for residential purposes;
- (H) The Deputy Collector (ENC) of Andheri Sub-Division declared the said part of the said Property admeasuring 2200 Square Meters as “Slum Area” under Section 4 (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as “**the said Slum Area**”);
- (I) The SRA issued the Annexure-II dated 28th April, 2021, interalia, declaring 54 slum dwellers on the said Property as Eligible Occupants and under the said SRA Scheme, without deciding the eligibility/ineligibility of the remaining slum dwellers;
- (J) Subsequently, the SRA issued the Supplementary Annexure-II dated 22nd December, 2022, interalia, declaring 2 slum dwellers as Ineligible Occupants under the said SRA Scheme;
- (K) The occupants of the said hutments/tenements standing on the Slum Area have formed a Proposed Co-operative Housing Society known as “Mahal Co-operative Housing Society Ltd. (Proposed)” (hereinafter referred to as “**the “Rehab Society”**”);
- (L) By a Development Agreement dated 31st January, 2021, the Rehab Society, through its Promoters, appointed the Promoter herein as a developer to redevelop the Slum Area forming part of the said Property;
- (M) The Promoter has entered into the Agreements for Permanent Alternate Accommodation with all eligible slum dwellers/members of the Rehab Society and has thereby agreed to provide them permanent alternate accommodations, free of costs, in the Rehab Building proposed to be constructed by the Promoter on the said Property, in lieu of their respective old tenements on the Slum Area, on the terms and conditions more particularly set out in the said respective agreements and in pursuance thereof all slum dwellers have vacated their respective tenements and have handed over vacant and peaceful possession thereof to the Promoter, which have now been demolished by the Promoter after obtaining the Intimation of Approval from the SRA, as stated hereinafter;
- (N) The Promoter is thus developing the said Property under the Scheme promulgated under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act 1971, and under the provisions of Regulation 33(10) and 30 of the Development Control for Promotion & Regulations for Greater Mumbai, 2034;
- (O) While sanctioning the scheme of redevelopment of the said Property the Slum Rehabilitation Authority (“SRA” for short), issued to the Promoter the Letter of Intent (LOI) bearing No. K-E/PVT/0250/20201009/LOI dated

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- 4th August, 2021, a copy where of is annexed hereto and marked as **Annexure-“B”**;
- (P) In pursuance of the said LOI, the Promoter submitted the Plans for construction of the Rehab Building (Building No.1), Amenity Building (Building No.2) and Sale Building (Building No.3), and while sanctioning all the said plans the SRA issued three separate Intimation of Approvals (IOA) all bearing No. SRA/ENG/K-E/PVT/0250/20201009/AP/R-1 and all dated 18th August, 2021, respectively. The copies of the said respective IOA dated 18th August 2021 are annexed hereto and marked as **Annexure-“C”, “D” & “E”**;
- (Q) On an application made by the Promoter, by an Order dated 26th July, 2022, the Tehsildar (Revenue), MSD, Sub-Divided the said Larger Land bearing C.T.S. No. 190/A/6/2 into 3 Plots and in pursuance thereof the City Survey Officer, Andheri, issued New Property Cards bearing C.T.S. No. 190/A/6/2/A in respect of the MSDSS Land admeasuring 390.33 Square Meters; C.T.S. No. 190/A/6/2/B in respect of the land under Reservation of Rehabilitation & Resettlement (R.R. 2.1) admeasuring 1387.87 Square Meters and C.T.S. No. 190/A/6/2/C in respect of the balance area of the said Property admeasuring 4281.80 Square Meters;
- (R) Hereinafter, the said Sub-Divided Plot bearing New C.T.S. No. 190/A/6/2/B admeasuring 1387.87 Square Meters is referred to as **“the Amenity Plot”** wherever the context or meaning thereof so admit and confirm and is more particularly described in the **Second Schedule** hereunder written and the Sub-Divided Plot bearing New C.T.S. No. 190/A/6/2/C admeasuring 4281.80 Square Meters is referred to as **“the said Plot”** wherever the context or meaning thereof so admit and confirm and is more particularly described in the **Third Schedule** hereunder written;
- (S) Subsequently, the SRA issued to the Promoter the Revised LOI dated 27th September, 2022 (hereinafter referred to as **“the Revised LOI”**), a copy whereof of is annexed hereto and marked as **Annexure-“F”**;
- (T) In pursuance of the said Revised LOI, the Promoter submitted the amended plans for construction of the said Rehab Building (Building No.1) and Sale Building (Building No.3), and while sanctioning both the said amended plans the SRA issued the Amended IOA both dated 30th September, 2022 The copies of the said respective Amended IOA are annexed hereto and marked as **Annexure-“G” & “H”**;
- (U) Subsequently, the SRA issued three separate Commencement Certificates (CC) all dated 17th January, 2023, for construction of the said Rehab Building (Building No.1), Amenity Building (Building No.2) and Sale Building (Building No.3), respectively. The copies of the said respective Commencement Certificates are annexed hereto and marked as **Annexure-“I”, “J” & “K”**, respectively;
- (V) In pursuance of the aforesaid permissions and sanctions granted by the SRA and the further permissions and sanctions, from time to time, to be granted by the SRA, the Promoter is proposing to construct 2 (Two) Buildings on the said Plot described in the Third Schedule hereunder written, Viz. one Rehab Building consisting of Ground Floor (partly containing shops & commercial premises for sale by the Promoter and partly containing Temple) + 1st & 2nd Floor (partly containing commercial premises for sale and partly containing residential flats for the rehabilitation of slum dwellers) + 3rd to 23rd Upper Floors containing residential flats for the rehabilitation of slum dwellers, residential flats for PAP, Balwadi, Rehab Society Office etc. and proposed to be known as

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“Mahal CHS” (hereinafter referred to as “**the Rehab Building**”) and one Sale Building consisting of 3 (Three) Wings i.e. Wing-A, Wing-B and Wing-C, each consisting of Ground Floor containing shops and commercial units for sale + 1st & 2nd Floor Podium for Car Parking with Mechanical Car Parking System + and 3rd Floor Podium (partly for Car Parking with Mechanical Car Parking System and partly containing common amenities) + 4th to 23rd Upper Floors containing residential Flats for free sale by the Promoter **and proposed to be known as “NICCO Residency”** (herein referred to as “**the Sale Building**”). Hereinafter, the premises for free sale by the Promoter in the Rehab Building and Sale Building are referred to as “**the Sale Component**” and the premises for rehabilitation of the slum dwellers / members of the Rehab Society in the Rehab Building are referred to as “**the Rehab Component**”, for the sake of brevity;

- (W) Similarly, the Promoter is also proposing to construct one Amenity Building on the Amenity Plot described in the Second Schedule hereunder written, consisting of Ground + 1st to 3rd Upper Floors containing residential flats (hereinafter referred to as “**the Amenity Building**”);
- (X) The Promoter is thus entitled and enjoined upon to construct the said Buildings containing the Sale Component and Rehab Component on the said Plot and the Amenity Building on the Amenity Plot, in accordance with the approvals granted and from time to time further granted by the SRA and the Promoter is in possession of the said Property;
- (Y) The authenticated copies of the plans of the Layout as approved by the SRA have been annexed hereto and marked as Annexure-‘L’;
- (Z) While sanctioning the said plans the SRA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and upon due observance and performance of which only the occupation and completion certificates in respect of the Rehab Building, Amenity Building and Sale Building shall be granted by the SRA;
- (AA) Similarly, while sanctioning the said plans the SRA has granted the concessions for open space deficiencies and thus the said plans are sanctioned by the SRA with open space concessions;
- (BB) Similarly, while sanctioning the said plans the SRA has obtained from the Promoter an undertaking, inter alia, that it will handover the setback land of the said Property free of cost to the Municipal Corporation of Greater Mumbai and get the same transferred in the name of MCGM in P. R. Card;
- (CC) Similarly, the SRA has obtained from the Promoter the further undertaking, inter alia, that it will not misuse the part/pocket terraces permitted by SRA free of FSI and will not allow the Purchasers of the sale component in the said building to misuse the said part/pocket terraces;
- (DD) Similarly, the SRA has obtained from the Promoter the further undertaking that it will incorporate a condition in the Agreements of end users to the effect that the end users shall not complain to SRA administration for approving sub-standard size rooms in the tenements, building with deficient open spaces, mechanical light and ventilation, probable failure of mechanized parking provisions and the SRA and its Officers shall be indemnified against any probable dispute that may arise in future;
- (EE) The Purchaser agree and undertake that the Purchaser shall not complain to SRA administration for approving sub-standard size rooms in the tenements, building with deficient open spaces, mechanical light and ventilation, probable failure of mechanized parking provisions and shall

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also indemnify and keep indemnified the SRA and its Officers against any probable dispute that may arise in future.

- (FF) The Purchaser further agree and undertake that the Purchaser shall not raise any dispute with the Promoter for constructing sub-standard size rooms in the tenements, building with deficient open spaces, mechanical light and ventilation, probable failure of mechanized parking provisions and shall also indemnify and keep indemnified the Promoter against any probable dispute that may arise in future.
- (GG) The Purchaser hereby further undertake that he/she/they will not misuse the part/pocket terraces permitted by SRA free of FSI in the sale building;
- (HH) The Promoter has informed the Purchaser that the Promoter is entitled to load, consume and utilize the additional F.S.I., if any, granted / permitted by the SRA for construction on the said Property, whether by way of Fungible FSI or compensatory FSI or other FSI in any other name or nomenclature, by issuing from time to time, the Revised Letters of Intent. Therefore, the Promoter is thus entitled to amend the said plans, interalia, for the purpose of construction of additional floors, if any, on the said buildings or any of them by loading, consuming and utilizing the said additional F.S.I., if any, as permitted by the SRA, at any time hereafter and from time to time;
- (II) The Promoter has entered into a standard agreement with the Architects Jiyani Consultancy LLP, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoter has also appointed M/s. Neel Solutions as the Structural Engineers, for the preparation of the structural design and drawings of the said Building and the Promoter accepts the services of the said Architects and Structural Engineers till the completion of the said Building, unless the said Architects and/or structural Engineers withdraw their services in the said project and/or give their no-objection and consent for appointment of another Architect/Structural Engineers in their place;
- (JJ) In the Premises aforesaid, subject to the compliance of the terms and conditions of the said LOI, Revised LOI, IOAs, Amended IOAs and Commencement Certificates and further Revised LOIs, amended IOAs, if any, issued by the SRA from time to time, the Promoter is entitled to allot/sell all premises which are forming part of the Saleable Component in the Sale Building and the Rehab Building proposed to be constructed on the said Property, on what is commonly known as "Ownership Basis" and to enter into Agreement/s with the allottee/s / Purchaser/s thereof and to receive the sale price and consideration in respect thereof;
- (KK) On demand from the Purchaser, the Promoter has given inspection of all the documents of title relating to the said Property, agreements, permissions, approvals, sanctions, plans, notifications, orders, LOI, Revised LOI, IOAs, Amended IOAs and C.C.s, the relevant City Survey and Revenue Records and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("RERA" for short) and the Rules and Regulations thereunder, to the Purchaser;
- (LL) The authentic copies of the Certificate of Title dated 2nd March, 2023 issued by the Advocates & Solicitors of the Promoter and the authenticated copies of Property Cards showing the nature of the title of the Promoter to the Project land have been annexed hereto and marked as Annexure-'M' & "N", respectively;
- (MM) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents referred to hereinabove viz. of title relating to the said

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Property, agreements, permissions, approvals, sanctions, plans, notifications, orders, LOI, Revised LOI, IOAs, Amended IOAs and C.C.s as also the relevant City Survey and Revenue Records in respect of the said Property and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder and at the specific request made by the Purchaser the Promoter has furnished to the Purchaser the photo copies of all the said documents prior to the execution of this Agreement and the Purchaser do hereby admit, acknowledge and confirm the receipt thereof from the Promoter;

- (NN) The Purchaser has applied to the Promoter for allotment of **Flat No.**, admeasuring **Square Meters i.e.** **Square Feet Carpet Area** (as defined under RERA) **(with variation of (+/-) 3% only)**, along with the attached balcony of about Square Feet carpet area, on **Floor**, in **Wing-‘A’ / ‘B’ / ‘C’** in the Sale Building proposed to be constructed by the Promoter on the said Plot and proposed to be known as **“NICCO Residency”**, as per the plans sanctioned by the SRA as aforesaid (hereinafter referred to as **“the said Premises”**);
- (OO) The carpet area of the said Premises is **Square Meter**, and “carpet area” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat;
- (PP) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (QQ) The Promoter has got some of the approvals from the SRA / concerned local authority to the plans, specifications, elevations, sections of the said building and shall obtain the further approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (RR) The Promoter has registered the Project under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai under Project Registration No. P51800050433 dated 12th April, 2023. A copy of the Registration Certificate under MahaRera is annexed hereto and marked as **Annexure-‘O’**;
- (SS) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The Rehab Building which is proposed to be constructed by the Promoter on the said Plot described in the Third Schedule hereunder written, will be consisting of Ground Floor (partly containing shops & commercial premises for sale by the Promoter and partly containing Temple) + 1st &

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2nd Floor (partly containing commercial premises for sale and partly containing residential flats for the rehabilitation of slum dwellers) + 3rd to 23rd Upper Floors containing residential flats for the rehabilitation of slum dwellers, residential flats for PAP, Balwadi, Rehab Society Office etc. and proposed to be known as “**Mahal CHS**” (hereinafter referred to as “**the Rehab Building**”). The Sale Building which is proposed to be constructed by the Promoter on the said Plot described in the Third Schedule hereunder written, will be consisting of 3 (Three) Wings i.e. Wing-A, Wing-B and Wing-C, each consisting of Ground Floor containing shops and commercial units for sale + 1st & 2nd Floor Podium for Car Parking with Mechanical Car Parking System + and 3rd Floor Podium (partly for Car Parking with Mechanical Car Parking System and partly containing common amenities) + 4th to 23rd Upper Floors containing residential Flats for free sale by the Promoter and proposed to be known as “**NICCO Residency**” (herein referred to as “**the said Building**”). The Amenity Building proposed to be constructed by the Promoter on the Amenity Plot described in the Second Schedule hereunder written, will be consisting of Ground + 1st to 3rd Upper Floors containing residential flats (hereinafter referred to as “**the Amenity Building**”). “The said Building” and “the Rehab Building”, individually, are hereinafter collectively referred to as “**Both Buildings**”, wherever the context or meaning thereof so admit.

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

3. All the said Buildings will be constructed by the Promoter in accordance with the building plans prepared by the project Architect and sanctioned by the SRA and amended plans that may be sanctioned by the SRA or any other Concerned Authorities, from time to time, as aforesaid.
4. The Purchaser hereby confirm that he/she/they is/are aware that, while sanctioning the aforesaid plans the SRA has granted the concessions for open space deficiencies and thus the said plans are sanctioned by the SRA with open space concessions. The Purchaser hereby further confirm that he/she/they is/are also aware that while sanctioning further amended plans the SRA may grant further concessions for open space deficiencies. The Purchaser therefore hereby agree and undertake that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighbouring plot owners take place.
5. The Purchaser agree and undertake that the Purchaser shall not complain to SRA administration for approving sub-standard size rooms in the tenements, buildings with deficient open spaces, mechanical light and ventilation, probable failure of mechanized parking provisions and shall also indemnify and keep indemnified the SRA and its Officers against any probable dispute that may arise in future. The Purchaser further agree and undertake that the Purchaser shall not raise any dispute with the Promoter for constructing sub-standard size rooms in the tenements, buildings with deficient open spaces, mechanical light and ventilation, probable failure of mechanized parking provisions and shall also indemnify and keep indemnified the Promoter against any probable dispute that may arise in future.
6. As recited herein above, the Purchaser has demanded from the Promoter and the Promoter have given inspection to the Purchaser of all the title documents relating to the said Property, agreements, permissions,

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approvals, sanctions, plans, notifications, orders, LOI, Revised LOI, IOAs, Amended IOAs and C.Cs. and all other documents which were required by the Purchaser, and as required under the RERA. The Purchaser hereby confirm having inspected the site of construction and having received the photo copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoter's right to construct the said Building on the said Plot and to sell the said Premises. The Purchaser shall not be entitled to further investigate or question the title to the said Plot and no requisition or objection shall be raised at any time hereafter in any manner relating thereto.

7. The Purchaser hereby agree to purchase from the Promoter and the Promoter agree to sell to the Purchaser **Flat No.**, admeasuring **..... Square Meters i.e. Square Feet Carpet Area** (as defined under RERA) (**with variation of (+/-) 3% only**), along with the attached balcony of about Square Feet carpet area, on **Floor, in Wing-'A' / 'B' / 'C'** in the said Building proposed to be constructed by the Promoter on the said Property and proposed to be known as "**NICCO Residency**", and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the SRA annexed and marked as **Annexure-'P'** (hereinafter referred to as "**the said Premises**").
8. The Purchaser has hereby agreed to purchase the said Premises as a Bare Shell Unit (Raw Unit) viz. with only brick walls, common pipes and outlets and the fire systems as per MCGM norms i.e. no internal wall plastering, no internal wiring, no internal plumbing, no flooring, no falls ceiling etc. The Promoter shall not be liable to provide any fixture, fitting or any other amenity in the said Premises and therefore, the Promoter has agreed to sell the said Premises to the Purchaser at and for the lumpsum price and consideration of ₹...../- (**Rupees only**), including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in **Annexure-'Q'** hereto. The Purchaser hereby irrevocably agree and confirm that the Purchaser shall at his/her/their own costs carry out all internal work in the said Premises, including tiling, doors, widows, electric cables, electrical fittings, sanitary fittings etc. of his/her/their own choice and the Promoter shall not be liable to provide any of them in the said Premises. The Purchaser, however, agree and undertake that while carrying out the said works and fixing and installing the said fittings and fixtures he/she/they will not carry out any unauthorized construction or additions or alterations in the said Premises.
9. The Purchaser has on or before execution of this agreement paid a sum of ₹/- (**Rupees only**) being 9% of the total consideration, as advance deposit or application fee and hereby agree to pay to the Promoter the balance amount of purchase consideration of ₹/- (**Rupees only**) in the following manner:-

Sr. No.	Percentage	Instalment Amount (₹)	Payable
1	36%		On completion of the Plinth of the building.
2	3%		On completion of 3 rd Slab of the building.
3	3%		On completion of 6 th Slab of the building.

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4	3%		On completion of 9 th Slab of the building.
5	3%		On completion of 12 th Slab of the building.
6	3%		On completion of 15 th Slab of the building.
7	3%		On completion of 18 th Slab of the building.
8	3%		On completion of 21 st Slab of the building.
9	4%		On completion of RCC work.
10	5%		On completion of walls, internal plaster, floorings, doors and windows of the Flat.
11	5%		On completion of staircases, lift wells and lobbies upto the floor level of the Flat.
12	5%		On completion of external plumbing and external plaster, electrical fittings, elevation.
13	5%		On completion of terraces with water proofing.
14	5%		On completion of lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain.
15	5%		Against and at the time of handing over of possession of the flat on or after receipt of Occupation Certificate / Completion Certificate.

10. It is agreed that the respective flat purchaser in the said Building and visitors shall be entitled to the car parking spaces as per Rules under DCPR, 2034. It is also agreed that the Sale Building Society (*as defined* hereafter) shall do the allotment of car parking spaces amongst its all the members in accordance with its bye laws r.w. DCPR after the Promoter hands over possession of the said Building to the Sale Building Society. At the time of such allotment, and for the purposes of such allotment, each flat in the said Building shall be treated as one flat purchaser and car parking space/s thereof shall be reserved for him/her/them as per the requirement under the DCPR. It is therefore, agreed that the Purchaser herein will be entitled to the allotment of minimum (.....) car parking space in the Project as per the DCPR, 2034, free of costs.
11. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (GST) or any other similar taxes or cesses 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 possession of the said Premises and whether the same is payable on the sale price or on any other amount payable hereunder by the Purchaser to the Promoter.
12. The Total Price is escalation free and no further escalation or increase in cost of the said Premises will be charged by the Promoter, save and except escalations/increases due to increase on account of development charges payable to the SRA or any other competent authorities and/or any other increase in charges which may be levied or imposed by the SRA or any other competent authority / Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the SRA any other competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf alongwith the demand letter issued to the Purchaser.
13. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building

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is complete and the Occupancy Certificate is granted by the SRA, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with interest at the rate specified in the said Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area the Promoter shall demand the additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause [8] of this Agreement.

14. The Purchaser authorize the Promoter to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any particular manner.
15. Time is of essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser and the common areas to the said Society after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause [9] hereinabove (“**Payment Plan**”).
16. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as “**the said Rule**”), on all the amounts paid by the Purchaser, for every month of delay, till handing over of the possession.
17. The Purchaser agrees to pay to the Promoter, the interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as per the said Rule, on all delayed payments including delay in payment of the GST, TDS and other taxes as applicable from the due date till the date of payment thereof.
18. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16QB for the same, within 15 (Fifteen) working days from the payment thereof.
19. The Purchaser is aware that as per the present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertake to pay to the Promoter the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of

Promoter	Purchaser/s	

any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.

20. Without prejudice to the right of the Promoter to receive interest in terms of Clause [17] above, on the Purchaser committing any 3 (Three) defaults in payment of instalment as per payment schedule on due date for payment thereof or of any other amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due or by Courier or by E-mail at the address / email id provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period than at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises;
- (b) the Promoter shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) within a period of 30 (Thirty) days from the date of termination, the Promoter shall refund to the Purchaser the instalments of sale consideration till then paid by the Purchaser to the Promoters towards aggregate purchase price, after deducting therefrom:
 - (i) 2% of the aggregate purchase price (which is to stand forfeited to the Promoter as liquidated damages);
 - (ii) deduct GST, TDS and / or any other amount due or payable by the Purchaser and / or paid by the Promoter in respect of the said Premises;
 - (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
 - (iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the date/s of default in payment till the date of termination as aforesaid;

However in case if the Promoter receive a credit/ refund of the GST amount paid by the Purchaser on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon.

Promoter	Purchaser/s	

- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoter shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government charges/taxes such as GST, Stamp Duty, Registration charges etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

In the event the amount due and payable referred in Clause 19(c) above is not refunded within 45 days from the date of the termination or receipt of letter from the Purchaser requesting to cancel this Agreement, the Purchaser shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

21. As stated herein above, the Promoter shall not be liable to provide any fixtures, fittings and amenities in the said Premises. However, the Promoter shall provide the fixtures, fittings and amenities in the said building as set out in in Annexure-‘R’ annexed hereto. The Promoter shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoter shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes. It is clarified that fixtures, fitting and amenities to be provided by the Promoter will not be manufactured or produced by the Promoter and that the same will be sourced from third party vendors/suppliers. Some of such fixtures, fitting and amenities may be acquired under warranties and others may not have any warranties; the Promoter shall not be responsible to repair and/or replace the same or liable against manufacturing / construction / technical defects, after the possession of the said Premises is handed over to the Purchaser.
22. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also of the Purchasers/Occupants of the other Premises and/or the Sale Building Society (*as defined* hereafter) and/or the Apex Society (*as defined* hereafter) to maintain the mechanical car parking system in the said Building or attached thereto. It is specifically agreed by the Purchaser that the Promoter and/or SRA shall not be held liable and/or responsible for failure of or any defect in the mechanical car parking system, after handing over of the same by the Promoter to the concerned Society or the Apex Society and the concerned Society/Socieites or the Apex Society shall be solely liable and responsible for maintenance and wear and tear thereof. The Purchaser, therefore, hereby undertake that he/she/they shall not complain to SRA administration for mechanical failure of mechanized parking spaces, and SRA and it’s Officers shall be indemnified by the Purchaser / Society against probable mishap due to mechanical failure of mechanized parking system.
23. The Promoter has informed the Purchaser that it may construct the electricity sub-station on any part of the said Property, if so required by the electricity supplying company or any other authority.

Promoter	Purchaser/s	

24. The Promoter hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the SRA at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, obtain from the SRA occupation certificate or completion certificate in respect of the said Premises.
25. It is agreed that the possession of the said Premises will be given by the Promoter to the Purchaser on or before 20.....
 Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date, if the completion of the said Building 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;
26. The Promoter, upon obtaining the Occupancy Certificate from the SRA/competent authority and the Purchaser having made all payments payable to the Promoter as per this Agreement, shall offer in writing the possession of the said Premises to the Purchaser in terms of this Agreement. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.
27. The Purchaser shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Purchaser intimating that the said Premises is ready for use and occupancy.
28. Upon receiving a written intimation from the Promoter as per Clause [26], the Purchaser shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause [27] the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises, with interest on arrears, as applicable, with effect from the date of receiving the intimation from the Promoter as per Clause [26].
29. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoter in writing any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promotes at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
30. The Promoter hereby declares that at present the Floor Space Index available in respect of the said Plot is Square Meters and that no part of the said F.S.I. has been or shall be utilized by the Promoter elsewhere for any purpose whatsoever.
31. The Purchaser hereby confirm that he/she/they is/are aware of the terms and conditions of various permissions and orders, including the aforesaid LOI, IOAs, Amended IOAs and Commencement Certificates and that the SRA may impose further terms and conditions while issuing the Revised LOI, further IOA and extension of C.C. The Purchaser hereby agree and undertake that the terms and conditions of all the said permissions and

Promoter	Purchaser/s	

orders shall be binding on the Purchaser and the Purchaser shall abide by the same.

32. The Purchaser hereby expressly agree that the Promoter alone shall be entitled to all unconsumed FSI that may be granted by the SRA under the LOIs issued and/or Revised LOIs, as and when issued, which the Promoter is not able to consume on the said Property, including by way of TDR in the form of Development Right Certificate, and the Promoter shall be entitled to use and consume the said unconsumed FSI/TDR, elsewhere and/or to sell the same in open market, as it may deem fit and proper. The Purchaser hereby further agree that the Purchaser shall not have and will not claim any share, right, title or interest of any nature whatsoever in respect of the said unconsumed FSI/TDR or any other benefit in respect thereof.
33. It is hereby expressly agreed that the Promoter shall be entitled to sell all other saleable premises in Both Buildings, for any user as may be permitted by the SRA / concerned authorities and the respective Purchasers thereof shall be entitled to use the Premises agreed to be purchased by him/her/them accordingly. The Purchaser shall not object to the user of the other premises in the said Building or in any other structure on the said Property for the aforesaid purposes by the respective Purchaser thereof.
34. After the Promoter execute this Agreement, it shall not mortgage or create a charge on the said Premises 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 who has taken or agreed to take the said Premises.
35. The Promoter shall be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Building and/or for implementation of the scheme for redevelopment of the said Property. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever.
36. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Purchaser.
37. The Promoter shall cause to register the Rehab Society under the provisions of the Maharashtra Co-operative Societies Act, 1960, comprising of the present members of the Rehab Society and the purchasers of the Sale Component in the Rehab Building. The Promoter shall also form and register the separate Co-operative Housing Society of the occupants/purchasers of various premises in the Sale Building, as required in Law (hereinafter referred to as “**the Sale Building Society**”). After the registration of the Rehab Society and the Sale Building Society in accordance with law, the Promoter shall form and register the Apex Society, comprising of the Rehab Society and Sale Building Society, if so required or found necessary by the Promoter (hereinafter referred to as “**the Apex Society**”).
38. It is hereby agreed that, with effect from the date of Occupation Certificate or the date of possession, whichever is earlier, the Purchaser shall be liable to pay his/her/their proportionate share of the Property taxes, water charge, rates and other outgoings, to the Sale Building Society, as may from time to time, determined by the Sale Building Society. At the time of taking possession of the said Premises, the Purchaser shall deposit with the Sale Building Society a sum of ₹ 50,000/- (Rupees Fifty Thousand only) as

Promoter	Purchaser/s	

interest free deposit towards the approximate proportionate taxes, rates and other outgoing of the said Premises, together with GST, if any, payable in respect thereof.

39. The Purchaser agrees to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same become due and payable. The Purchaser hereby covenant with the Promoter to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.
40. The Promoter shall form and register the Sale Building Society within a period of Three months from the date of 51% allottee having booked their units in the said Building. The Purchaser agree and undertake that as and when required by the Promoter, the Purchaser shall sign and execute the applications, forms, papers and documents necessary for the formation and registration of the Sale Building Society, including the bye-laws of the proposed Sale Building Society, within 10 (Ten) days of the intimation with regard thereto by the Promoter. The Purchaser shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or SRA and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and the Purchaser of the other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto void and stand terminated and revoked. The Purchaser shall ensure that as and when the Promoter shall so require, the Sale Building Society shall pass the necessary resolution/s confirming the right of the Promoter to carry out additional construction works in and on the said Building and other structures on the said Property and also confirming the right of the Promoter to sell other saleable premises in the said building and structures to be constructed on the said Property, as more particularly stated hereinabove in this Agreement.
41. The Purchaser shall on demand, deposit with the Promoter his/her/their proportionate share towards the deposits for installation of water meter, electric meter and gas meter (if provided by Mahanagar Gas Ltd.) and/or for any other deposit to be paid by the Promoter to the Local Authorities concerned, including the Electricity Supply Company, Mahanagar Gas Company or any other energy/gas company and/or M.C.G.M. and/or SRA.
42. The Purchaser hereby agree, declare and confirm that the Promoter shall not be liable to bear and pay to the Sale Building Society the maintenance charges or any other charges in respect of the unsold shops, offices and flats in the said Building. The Promoter will be liable to bear and pay only the municipal assessment taxes, if any, payable and that too only if the M.C.G.M. shall not have granted the benefit of non-occupancy in respect of such unsold shops and flats, but nothing else.
43. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature, within or outside the said Premises or any part thereof. The Purchaser shall keep and maintain the said Premises, walls, floorings, ceiling, partition walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenantable repair and condition and working order, and in particular the said Building, so as to provide shelter to and protect all the parts of the said Building other than his/her/their said Premises. The

Promoter	Purchaser/s	

Purchaser shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Building, except with the written permission of the Promoter / Sale Building Society.

44. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the SRA, Government, Local Authority or any other statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building, including the Purchaser herein and/or the Sale Building Society, as the case may be, at his/her/their own costs, and the Promoter shall not be in any manner liable or responsible for the same.
45. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or other structure/s on the said Property or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building.
46. After all Buildings and other structures and premises intended to be constructed by the Promoter on the said Property are duly completed, including the additional construction to be carried out by loading and consuming additional or further F.S.I., if any, and the same are ready for occupation with the Occupancy Certificates granted by the SRA; and after all eligible slum dwellers are handed over possession of their respective premises in the said Building; and after the Sale Building Society so formed and registered; and the Apex Society so formed and registered consisting of the Rehab Society and the Sale Building Society; and only after all saleable premises in Both Buildings, including those constructed by way of loading and consuming additional or further F.S.I if any, have been duly sold and disposed off by the Promoter; and the Promoter shall have received all dues receivable by them in terms of their respective agreements with the Purchasers of all saleable premises in Both Buildings including the Purchaser herein, the Promoter may either transfer by way of lease of the Rehab Building and the land appurtenant thereto for the term of 999 years in favour of the Rehab Society and lease of the Sale Building and the land appurtenant thereto for the term of 999 years in favour of the Sale Building Society and convey the reversionary rights in respect of the said Plot more particularly described in the Third Schedule hereunder written and Both Buildings in favour of the Apex Society or to convey the said Plot along with Both Buildings in favour of the Apex Society, as the Promoter may in its sole discretion deem fit and proper. Till the said Property is duly transferred, as aforesaid, the possession of the said Property and the said Building shall be deemed to be with the Promoter. In any event, the promoter shall transfer by way of lease of the Rehab Building and the land appurtenant thereto in favour of the Rehab Society and lease of the Sale Building and the land appurtenant thereto in favour of the Sale Building Society and convey the reversionary rights in the said Plot and Both Buildings in favour of the Apex Society or to convey the said Property along with Both Buildings in favour of the Apex Society, as the Promoter may deem fit and proper, within a period of 3 (Three) months from issuance of full occupation certificate in respect the Sale Building.
47. The Lease, Conveyance and other documents for transferring the title shall be prepared by the Advocates for the Promoter and the same will contain such covenants and condition as the Promoter may deem fit and proper, which shall be binding on the Purchaser herein and other occupants of the said Building.

Promoter	Purchaser/s	

48. As recited hereinabove, the Promoter will transfer and hand over the Amenity Plot described in the Second Schedule hereunder written along with the Amenity Building proposed to be constructed thereon either to the SRA or MCGM or the State of Maharashtra, as may be directed by the concerned authority, free of costs.
49. This Agreement shall be lodged for Registration by the Promoter with the concerned Sub-Registrar of Assurance in Mumbai, and the Purchaser will attend to the office of the Sub-Registrar and admit execution hereof, after the Promoter having informed him/her/them within the prescribed period of the date on which and the number under which it is lodged for registration by the Promoter.
50. All letters, circulars, receipts and/or notices issued by the Promoter and dispatched through Courier or by Registered Post to the address last known to it of the Purchaser or by email or by text messages on WhatsApp will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoter. For this purpose the Purchaser has given the following address and Email ID:

Name:

Address:

Email ID:

Mobile (for WhatsApp):

51. The Purchaser hereby covenant to pay to the Promoter or to the said Society as the Promoter may direct, either on demand or before taking possession of the said Premises, the following amounts:

SR.NO.	AMOUNT (₹)	PARTICULARS
I00	Meeting all legal costs, charges and expenses, including professional fees and other costs of the Promoter's Advocates for preparing and engrossing this agreement
II	600.00	Sale Building Society's Share Money & Membership Fee.
III00	Societies Formation & Registration Charges.
IV00	Meeting all costs, charges and expenses for obtaining electric, water, gas (subject to availability) and other utility connections in the said Premises and the said Building.
00	TOTAL

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter, his/her/their proportionate share to make up such deficit.

52. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.
53. Any delay or indulgence by the Promoter in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other allottees/buyers of other premises in the said Building, shall not be construed as waiver on the part of the Promoter of any such breach or non-compliance of any of the terms and conditions of

Promoter	Purchaser/s	

this Agreement by the Purchaser or other such allottees/buyers nor shall the same in any manner prejudice the rights and remedies of the Promoter.

54. The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the un-allotted and unsold premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour. The Purchaser herein shall exercise his/her/their rights under this Agreement only.
55. The Promoter hereby represent and warrant to the Purchaser as follows:
- (i) The title to the said Property is clear and marketable, as declared in the title report annexed to this Agreement and the Promoter has the requisite rights to carry out the development on the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the SRA and other competent authorities to carry out development of the Project and shall obtain further requisite approvals from time to time to complete the development of the Project;
 - (iii) There are no encumbrances upon the said Property or the Project, except those disclosed in the title report;
 - (iv) Save as stated hereinabove, there are no litigations pending before any Court of law with respect to the said Plot or the said Property or Project, except those disclosed in the title report;
 - (v) All approvals, licenses and permits issued by the SRA and other competent authorities with respect to the Project, said Property and the said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the SRA and other competent authorities with respect to the Project, the said Property and the said Building shall be obtained by following the 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, the said Property, the said Building and common areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - (vii) Save as aforesaid, the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
 - (viii) The Promoter confirm that it is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the lease deed / conveyance deed of the said Building to the Sale Building / Apex Society, the Promoter shall hand over lawful, peaceful, physical possession of the common areas of the said Building to the Sale Building Society or the Apex Society, as the case may be;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;

Promoter	Purchaser/s	

- (xi) Save as aforesaid, 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 said Property and/or the Project, except those disclosed in the title report.
56. The Purchaser with an intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenants with the Promoter and undertakes as follows:
- (a) To maintain the said Premises at Purchaser's own costs and risk in good, tenable repair and condition from the date of possession of the said Premises is taken by the Purchaser, either before or after the issuance of Occupation Certificate in respect thereof, and shall not do or suffer to be done anything in or to the building or staircases or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Building and the said Premises or any part thereof.
 - (b) Not to store in the said Premises or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises or are so heavy that they are likely to or may damage the construction or structure of the said Building or the said Premises, and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the Promoter in respect thereof.
 - (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which the same were delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises which may be forbidden by law or rules or regulations of the concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the costs, charges and consequences thereof to the concerned local authority and/or other public authority, and to indemnify the Promoter for all costs, charges and consequences thereof.
 - (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 said Building and shall keep the partitions, sewers, drainage pipes in the said Premises and appurtenances thereto in good and tenable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Premises and/or the said Building without the prior written permission of the Promoter as also the SRA / MCGM and other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser in the said Premises (whether such additions and alterations are permitted by the concerned authorities or not), there be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own

Promoter	Purchaser/s	

costs, risk and expenses repair such damage (including recurrence of such damages).

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building.
 - (f) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Building.
 - (g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the said Premises from the Promoter or from the date of the Promoter offering possession of the said premises, whichever is earlier, including for carrying out renovation/furniture in the said Premises either before or after the issuance of the Occupation Certificate by the SRA or the other concerned authority.
 - (h) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of illegal use or change of user of the said Premises by the Purchaser, and to indemnify the Promoter in that behalf.
 - (i) The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit of this Agreement or the said Premises or create any third party interest or right or part with the possession of the said Premises or any part thereof, until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement.
 - (j) The Purchaser shall allow and permit the Promoter and/or its surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter upon the said Premises to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building;
 - (k) The Promoter shall not be held responsible for the consequences arising out of the changes in law, rules or regulations, of the Government, MCGM or SRA.
57. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoter, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule.
58. The Promoter shall be entitled to construct additional structures like office Sale Building Society, place of worship, temple, underground and overhead tanks, watchman's cabin/s, toilet units for staff and domestic servants, septic tank/s, soak pits etc. on the said Property, as may deem fit and proper by the Promoter. All such additional constructions shall be carried out by the Promoter in accordance with and in conformity with the

Promoter	Purchaser/s	

- building plans as may be approved by the SRA and permissions granted by other concerned Authorities, from time to time.
59. If any permission is required to be obtained or any compliance is to be effected under any other Central or State legislation and/or the rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, for lease or conveyance and/or transfer of the said Plot with the said Building and/or the Rehab Building, the same shall be complied with by the Purchaser / Rehab Society / Sale Building Society / Apex Society in consultation and co-operation with the Promoter and all costs and charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser and/or the said Society/Societies.
60. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of execution of this agreement;
 - (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
 - (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
 - (d) The Purchaser agree and acknowledge that the sample flat or unit, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat / unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat / unit, other than as expressly agreed by the Promoter under this Agreement.
61. The Purchaser hereby admit and confirm that the Promoter has prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.
62. Before taking possession of the said Premises, the Purchaser shall be liable to inspect the said Premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work, quality of work, the materials used for the construction of the said Premises and the amenities provided therein and in the said Building. After taking possession, the Purchaser will not be entitled to raise any claim about the area, item of work, quality of work, the materials used for the construction item of work, quality of work, the materials used for the construction and/or amenities provided by the Promoter with respect of the said Premises.
63. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser, until, firstly, the Purchaser pays the Stamp Duty and Registration Fees on

Promoter	Purchaser/s	

this Agreement and secondly sign and deliver to the Promoter this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fail to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser for allotment of the said Premises shall be treated as cancelled and all sums paid/deposited by the Purchaser in connection therewith shall be returned to the Purchaser, without interest or compensation whatsoever, subject however after deduction therefrom the liquidated damages, GST and all other amounts more particularly recorded in Clause No. 19(c) (i) to (iv) hereinabove.

- 64. 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/s of the said Premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.
- 65. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said Act or the Rules and Regulations made thereunder 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.
- 66. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other buyers/allotees in the Project, the same shall be proportionate to the carpet area of the said Premises to the total area of all the premises in the Project.
- 67. All costs, charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed/s of Lease / Conveyance, if any, and any other documents and writings required to be executed by the Promoter, SRA, State Government, shall be borne and paid by the Rehab Society and the Sale Building Society and/or the Apex Society, as the case may be.
- 68. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoter shall not be held liable and/or responsible for the same or any of them.
- 69. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
- 70. 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 at Mumbai will have jurisdiction for this Agreement.

Promoter	Purchaser/s	

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(OF THE SAID PROPERTY)

ALL THAT piece or parcel of land, hereditaments and premises bearing Survey Nos. 40 (Part) and 42 (Part), Old C.T.S. No. 190/A/6/2 (Part) and now bearing New C.T.S. Nos. 190/A/6/2/B and 190/A/6/2/C, aggregately admeasuring 5,669.67 Square Meters or thereabouts, of Revenue Village of Majas (Part-3), Taluka-Andheri, in the Registration District of Mumbai Suburban, together with the structures standing thereon, situated at Jogeshwari-Vikhroli Link Road, Jogeshwari (East), Mumbai- 400 060 and bounded as follows, that is to say:

On or towards the East : by CTS No.190A (Part),
On or towards the West : by S.V.P. Road,
On or towards the North : by Jogeshwari-Vikhroli Link Road and
On or towards the South : by CTS No.190A (Part).

THE SECOND SCHEDULE ABOVE REFERRED TO
(OF THE AMENITY PLOT)

ALL THAT piece or parcel of land bearing Old C.T.S. No. 190/A/6/2 (Part) and now bearing New C.T.S. No. 190/A/6/2/B, admeasuring 1387.87 Square Meters or thereabouts, of Village Majas (Part-3), Taluka-Andheri, in the Registration District of Mumbai Suburban, forming part of the property described in the First Schedule above written, situated at Jogeshwari-Vikhroli Link Road, Jogeshwari (East), Mumbai-400 060.

THE THIRD SCHEDULE ABOVE REFERRED TO
(OF THE SAID PLOT)

ALL THAT piece or parcel of land bearing Old C.T.S. No. 190/A/6/2 (Part) and now bearing New C.T.S. No. 190/A/6/2/C, admeasuring 4281.80 Square Meters or thereabouts, of Village Majas (Part-3), Taluka-Andheri, in the Registration District of Mumbai Suburban, forming part of the property described in the First Schedule above written, situated at Jogeshwari-Vikhroli Link Road, Jogeshwari (East), Mumbai-400 060.

SIGNED AND DELIVERED by the within named "PROMOTER"

<p>_____</p> <p>Signature NEELKAMAL REALTY & CONSTRUCTION LLP Through its Authorised Partner MR. _____</p>	<p>Photo</p>	<p>Left Thumb Impression</p>
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In the presence of

1.

Promoter	Purchaser/s	

2.

SIGNED AND DELIVERED by the within named "PURCHASER"

<p>_____ Signature MR./MRS. _____</p>	<p>Photo</p>	<p>Left Thumb Impression</p>
<p>_____ Signature MR./MRS. _____</p>	<p>Photo</p>	<p>Left Thumb Impression</p>

In the presence of

1.

2.

<p>Promoter</p>	<p>Purchaser/s</p>	

R E C E I P T
(Cheques subject to realization)

RECEIVED from the withinnamed PURCHASER a sum of ₹
/- (Rupees

..... only) being the amount
 of earnest money by them paid to us as per the following details thereof:

Sr. No.	Cheque No.	Dated	Drawn on Bank	Amount in ₹
TOTAL				

WITNESSES:

1.

2.

WE SAY RECEIVED

For **Neelkamal Realty & Construction LLP**

Authorised Partner
(PROMOTER)

Promoter	Purchaser/s	

DATED THIS DAY OF 2023

NEELKAMAL REALTY & CONSTRUCTION LLP
..... Promoter

AND

MR./MRS. Purchaser

AGREEMENT FOR SALE
of
Flat No., Floor,
Wing- ‘A’/‘B’/‘C’,
“NICCO Residency”
Jogeshwari-Vikhori Link Road,
Jogeshwari (East), Mumbai-400 060

Mehta & Co.,
Advocates & Solicitors,
S. P. Centre, 2nd Floor,
70, Nagindas Master Road,
For, Mumbai- 400 023.

Promoter	Purchaser/s	