

AGREEMENT FOR SALE

Flat/Shop No. _____ in _____ Wing on _____ Floor _____

Carpet Area: _____sq.mt. Total Consideration_____

Address: Nilkanth Wisteria, Plot no 8A, Sector 20 at Node New Panvel (E) Navi Mumbai - 410206.

This Agreement for Sale [hereinafter referred to as the “**Agreement**”] is made at _____ on this _____ day of _____ of _____.

I. **PARTICIPANTS:**

A.	NAME	Nilkanth Superstructures LLP
	ADDRESS	F-408, Tower II, Seawoods Grand Central, Plot No R-1, Sector 40, Nerul Node, Seawoods, Navi Mumbai - 400706
	PAN	AARFN3726B
	EMAIL	nilkanthsuperstructures@gmail.com

Nilkanth Superstructures LLP is a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008 having its registered office at the address mentioned hereinabove and is hereinafter referred to as the “**Promoter**”, which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns, of the FIRST PART;

AND

B.	NAME	
	ADDRESS	
	PAN	
	EMAIL	

is an Indian Inhabitant, residing at the address as mentioned hereinabove and is hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof mean and include his/her heirs, executors, successors, and permitted assigns, of the SECOND PART;

C. Allottee 1 and Allottee 2 shall be hereinafter collectively referred to as the “**Allottee**”

D. The Promoter and the Allottee are hereinafter individually referred to as “**Party**” and collectively as “**Parties**” hereinafter.

II. RECITALS:

WHEREAS:

A. The City And Industrial Development Corporation Of Maharashtra Limited [hereinafter referred to as “**CIDCO**”], duly incorporated under the provisions of Companies Act, 1956, being the “New Town Development Authority” within the provisions of Sub-section [1] and [3-A] of Section 113 of Maharashtra Regional Town Planning Act, 1966, is empowered to deal with the land already acquired/vested in it in the manner as deem fit by it, including to dispose-off any piece and parcel of plot/land, in accordance with the various proposals approved by State Government from time to time. Pursuant to section 113[A] of the said Maharashtra Regional Town Planning Act, 1966, the State Government has acquired lands described therein and vested such lands in CIDCO for their development and disposal;

B. Vide Scheme No. MM-SCH-24-2021-22, CIDCO had launched a scheme for lease of 22 Plots of land for residential cum commercial purposes at Ghansoli, Vashi, Nerul, New Panvel [E], New Panvel [W] & Kalamboli node of Navi Mumbai through e-Tender cum e-Auction. The Promoter had applied and participated in the said Scheme for the grant of lease for all that piece and parcel of leasehold land situated at Plot No 8A, Sector 20, Panvel [E], Navi Mumbai, admeasuring about 5064.35 sq. mtrs and more particularly described in the **Schedule - I** hereunder written [hereinafter referred to as the “**Project Land**”];

C. Based on the bid submitted by the Promoter and the Promoter being the highest bidder for the Project Land, CIDCO was pleased to consent to the grant of the leasehold rights on the Project Land to the Promoter. CIDCO further issued an Allotment Letter dated 19th July 2022 to the Promoter thereby allotting the Project Land in favour of the Promoter in accordance with Navi Mumbai Disposal of Land [Amendment] Regulation, 2008;

D. By and under an Agreement to Lease dated the 15th February 2023 [hereinafter referred to as the “**Agreement to Lease**”] executed between CIDCO and the Promoter, the CIDCO as the Lessor agreed to grant unto the Promoter a lease for the Project Land for a term of 60 years by payment of the full premium of Rs.

54,69,85,250.45/- [Rupees Fifty Four Crore Sixty Nine Lakhs Eighty Five Thousand Two Hundred and Fifty point Forty Five Only] and on the terms and conditions as contained in the Agreement to Lease. The Promoter had accordingly made payment of the abovementioned premium, in full, to CIDCO, the receipt of which was duly acknowledged by CIDCO vide:

Receipt Date	Receipt No	Amount
21-04-2022	EMD	2,61,34,072.00
21-04-2022	TDS	2,63,981.00
29.08.2022	6800030669/ 2022	25,76,90,662.97
29.08.2022	TDS	26,02,936.00
09.12.2022	6800053635 / 2022	75,00,000.00
21.12.2022	6800055278 / 2022	1,90,662.97
27.12.2022	6800057256 / 2022	25,00,00,000.00
27.12.2022	TDS	26,02,936.00
	TOTAL	54,69,85,250.94

The Agreement to Lease is duly registered with the Sub-Registrar of Assurances at Panvel - 2 bearing Sr. No. PVL2-2552-2023 dated 15th February 2023. The Agreement to Lease also granted unto the Promoter the benefit accruing from the Project Land and right to construct building/s on the Project Land as permitted by the concerned local authority;

- E. The Promoter is in possession of and entitled and enjoined upon to construct buildings on the said Project Land in accordance with the recitals hereinabove;
- F. The Promoter shall be developing the Project Land and shall be commencing construction on the Project Land. Upon following the process as prescribed under law, and upon submission of the requisite plans and documents to the Panvel Municipal Corporation [hereinafter referred to as the "PMC"] for its sanction, the PMC has granted permission for the development of the Project Land to the Promoter by issuing a Commencement Certificate bearing Ref. No. CARPC/B/2023/APL/00424 dated 8th September 2023 and the Amended Commencement Certificate bearing Letter No. PMC/TP/N. Panvel/20/8A/21-24/16692/079/2024 dated 11th January 2024 towards the construction of a Residential Cum Commercial Building on the Project Land as per the approved plans and subject to the conditions as mentioned therein;

- G. The entire project comprising of Residential cum Commercial Building [with presently 2 Wings viz. Wing A and Wing B], the common areas and other facilities on the Project Land shall be known as the Nilkanth Wisteria [hereinafter referred to as the “**Project**”, and more particularly described under Schedule II hereto]. The Promoter shall also be constructing a third Wing of the Residential cum Commercial Building which shall be known as Wing C by utilising the entire development potential on the Project Land, including any other or further FSI as available or which shall be available in the future or by way of TDR on the Project Land [hereinafter referred to as the “**Future Development**”]. The Promoter reserves its right to such Future Development on the Project Land and shall make necessary applications for such Future Development to be made a part of the Project upon receipt of requisite permissions from the PMC and/or other concerned local authorities from time to time. The Allottee acknowledges and agrees that the Promoter shall be entitled and be at liberty to carry out such Future Development on the Project in such manner as the Promoter may deem fit and proper and as per its sole discretion. For the sake of brevity and ease, every reference to the word “Project” appearing hereinafter shall be deemed to include the Future Development unless contrary and repugnant to the context thereof;
- H. It is hereby clarified that the Future Development and Wing A and Wing B of the Project shall constitute one common project i.e. Nilkanth Wisteria. As a part of Project, the Promoter intends to construct a Residential cum Commercial Building with 3 wings, being Wing A, Wing B and Wing C on the Project Land. The Promoter has already acquired the Commencement Certificates [as per Recital F above] for the construction of Wing A and Wing B upon the Project Land and the Promoter is in the process of acquiring the permissions for the purpose of construction of Wing C in the Project Land;
- I. The Promoter, as part of the Project, intends to construct the Residential cum Commercial Building with 3 Wings – Wing A, Wing B & Wing C upon the Project Land having specifications as below, in accordance with the plans, height, designs, as approved by the PMC or other concerned local authorities from time to time;

RERA Project	Basement	Podium	Stilt/Plinth	Upper Floors
Nilkanth Wisteria [2 wings -	2	1	1	13

Wing A & Wing B]				
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Future Development to be part of the Project upon receipt of permissions [in accordance with such permissions]
Wing C

- J. The Promoter has registered the Project under the provisions of the Real Estate [Regulation & Development] Act, 2016 [hereinafter referred to as the “Act”] with the Real Estate Regulation Authority at **Mumbai** bearing No. P52000054110. A copy of the registration is annexed hereto and marked as **Annexure F**;
- K. The Allottee has applied to the Promoter for allotment of Flat/Shop/Commercial Office No. _____ on the _____ Floor of Wing _____ of the Project being constructed on the Project Land [hereinafter referred to as the said “Flat/Shop/Office”];
- L. The Promoter has engaged M/s. Satish Ahuja & Associates, registered with the Council of Architects as their Architects for the Project;
- M. The Promoter has appointed Recipro Engineering Pvt. Ltd., as Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s in the Project.
- N. The Promoter has the sole and exclusive right to sell the flats/shops/offices in the Project to be constructed by the Promoter on the Project Land and to enter into agreement/s with the allottee/s of such flats/shops/offices and to receive the sale consideration in respect thereof;
- O. The Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Satish Ahuja & Associates, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;
- P. The Allottee has, prior to the date hereof, examined a copy of the Registration Certificate, in detail, through his/her/its Advocates and/or Planning and Architectural Consultants. The Allottee has agreed and consented to the

development of the Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the RERA website, as required by the Act, and the Rules and Regulations framed thereunder, and has understood the documents and information in all respects;

- Q. The Promoters have represented and disclosed to the Allottee that the construction of the Project, including the said Flat/Shop/Office, is being financed by Aditya Birla Finance Limited [hereinafter referred to as "ABFL"]. The Allottee acknowledges that the Allottee has been duly informed regarding the same by the Promoter. In light of the facility availed by the Promoter from ABFL, the said Flat/Shop/Office to be sold to the Allottee is currently mortgaged with ABFL by virtue of the Mortgage Deed dated 28.12.2022 (Reg No. PVL3-22016/2022). The Allottee has consented to the Promoter reserving its right to create mortgages/encumbrances on the Project or otherwise as required from time to time, save and except the rights of the Allottee to the said Flat/Shop/Office. The Promoter has obtained the required 'No Objection Certificate' from ABFL dated _____ for executing and entering into this Agreement with the Allottee;
- R. The authenticated copies of Certificate of Title issued by Ganesh. R. Kadam, the Advocates of the Promoter and the authenticated copies of Search & Title Report showing the nature of the title of the Promoter to the Project Land on which the flats/shops/offices are constructed or are to be constructed, have been annexed hereto and marked as **Annexure A and B**;
- S. The authenticated copies of the plans and specifications of the Flat/Shop/Office agreed to be purchased by the Allottee, as approved by the PMC are annexed hereto as **Annexure D**. The authenticated copies of the plans of the layout as approved by the PMC have been annexed hereto as **Annexure C 1 and C 2**. The authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the building/s and open spaces, including the Future Development are proposed to be provided in the Project on the Project Land have been annexed hereto as **Annexure C 1 and C 2**;
- T. The Allottee acknowledges receipt of the brochure for the Project, which has been provided by the Promoter prior to entering into this Agreement, and hereby agrees that the decision to purchase the Flat/Shop/Office in the Project is not based upon any information that may have been provided in respect of the Project prior to the issuance of the brochures, and the Promoter does not take any responsibility for any such information provided prior thereto and the Allottee irrevocably accepts the same;

- U. The Promoter has got some of the approvals from the PMC/concerned local authority[s] to the plans, the specifications, elevations, sections and of the building/s and shall obtain the balance approvals, including approval for commencement of construction of the Future Development on the Project Land, from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Project;
- V. While sanctioning the plans for the Project, the PMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the building, and subject to the due observance and performance of which, the Completion or Occupancy Certificate in respect of the building/s shall be granted by the PMC and/or other concerned local authority;
- W. The Promoter has accordingly commenced construction of the Project on the Project Land in accordance with the approved/sanctioned plans;
- X. The carpet area of the said Flat/Shop/Office is _____ square meters meaning the net usable floor area of the said Flat/Shop/Office, excluding the area covered by the external walls, areas under services shafts /natural terrace appurtenant to the said Flat/Shop/Office for exclusive use of the Allottee, if any expressly provided herein [hereinafter referred to as the “**Natural Terrace**”], but includes the area covered by the internal partition walls of the said Flat/Shop/Office;
- Y. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____ [Rupees _____ only], being part payment of the Consideration [defined below] of the said Flat/Shop/Office, agreed to be sold by the Promoter to the Allottee, as advance payment or Application Fee [the payment and receipt whereof the Promoter doth hereby admit and acknowledge] and the Allottee has agreed to pay to the Promoter the balance of the Consideration in the manner hereinafter appearing;
- Z. Under section 13 of the Act, the Promoter is required to execute a written Agreement for Sale of said Flat/Shop/Office with the Allottee, being in fact these presents, and also to register said Agreement under the Registration Act, 1908;
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Shop/Office No. _____

with a Natural Terrace on the ____ Floor of the Wing ____ of the Project and ____ No. of car parking space/s. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

1. RECITALS AND SCHEDULES:

The above Recitals and the Schedules appearing hereunder shall form an integral and operative portion of this Agreement, as if the same are set out and incorporated verbatim herein. The headings given in the operative section of this Agreement are only for convenience and are not intended to be in derogation of the Act.

2. PROJECT:

- a. The Promoter shall construct the Project, subject to receipt of requisite approvals, as per the below mentioned table, on the Project Land in accordance with the plans, designs and specifications as approved by PMC/other concerned local authorities, from time to time.

RERA Project	Basement	Podium	Stilt/Plinth	Upper Floors
Nilkanth Wisteria [2 wings -Wing A & Wing B]	2	1	1	13

&

Future Development to be part of the Project upon receipt of permissions [in accordance with such permissions]
Wing C

- b. The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in **Annexure E** hereto.
- c. The Allottee hereby acknowledges and agrees that the Promoter shall be entitled to avail and utilize the full development potential of the Project Land and any and all FSI or any further FSI/additional FSI as available or as may become available on the Project Land and/or by way of TDR or in any manner whatsoever as approved and hereby consents to any and all further construction in the Project, including the Future Development on the basis of the approval of such FSI/TDR. The Promoter shall be entitled to amend the construction programme, the building plans and to undertake additional construction in the Project, provided that the Promoter shall obtain prior consent, in writing, from the Allottee for the limited variations or modifications which may adversely affect the Flat/Shop/Office of the Allottee, except for any alteration or addition required by any Government authorities or due to change in law. Any and all FSI available on the Project Land upto the receipt of the Full Occupation Certificate for the Project shall belong to the Promoter and shall be utilised by the Promoter in the Project or otherwise or in any manner as may be deemed fit by the Promoter and the Allottee, either by himself/herself/itself or through the society/limited company/association of allottees shall not be entitled to claim any benefit of the same in any manner whatsoever.
- d. It is agreed between the Parties that pursuant to the Project being registered and updated with RERA and the proposed layout of the Project, including with the Future Development, being disclosed to the Allottee by way of this Agreement and the representations made to the Authority from time to time, no further consent/s shall be required by the Promoter for the development of the Project, including the Future Development, from the Allottee.

3. **SALE OF FLAT/SHOP/OFFICE:**

- a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Flat/Shop/Office bearing No. admeasuring _____ sq. mtrs. of carpet area with Natural Terrace admeasuring _____ sq. mtrs. of carpet area on the _____ floor of Wing _____ in the Project i.e. Nilkanth Wisteria, which is more particularly described in the **Schedule - III** hereunder written and delineated in red colour on the

floor plan at **Annexure D**. The total consideration for the Flat/Shop/Office with the Natural Terrace is Rs. _____ [Rupees _____ only] being the proportionate price of the common areas and facilities appurtenant to the Flat/Shop/Office. The nature, extent and description of the common areas and facilities are more particularly described in the **Annexure E** annexed hereto.

- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee _____ No. of car parking space being constructed in the Project. The exact location, size, and identification of such car parking space shall be finalised by the Promoter at the time of grant of possession of the Flat/Shop/Office by the Promoter in accordance with this Agreement.
- c. Thus, the total aggregate consideration amount for the Flat/Shop/Office with Natural Terrace and the car parking space (if allotted) is Rs. _____ [Rupees _____] [herein referred to as the "**Consideration**"]. It is hereby agreed and understood by the Allottee that the Flat/Shop/Office with Natural Terrace and the car parking space shall be treated as a single indivisible unit for all purposes.
- d. The Consideration above excludes Taxes [consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods & Services Tax, cesses, or any other similar taxes] which may be levied, in connection with the construction of and carrying out the Project, payable by the Promoter, upto the date of handing over of possession of the Flat/Shop/Office. It is clarified that all such taxes, levies, duties, cesses [whether applicable/payable now or which may become applicable/payable in future] including GST and all other indirect and direct taxes, duties and impositions applicable or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat/Shop/Office, shall be borne and paid by the Allottee alone, as and when the said amounts become due as per the applicable laws, without any delay whatsoever in this regard, and the Promoter shall not be liable to pay or bear the same or any part thereof.

- e. The Consideration above further excludes any legal charges, stamp duty and registration charges, costs towards formation of the society, additional costs of availing covered parking/EV Parking, Transfer Charges as may be levied by the PMC/CIDCO/other concerned local authorities etc.
- f. The Consideration is exclusive of the statutory deposits paid/payable by the Promoter to authorities for electricity, water and other facilities or any other charges paid/payable by the Promoter to relevant Governmental authorities. The same shall be payable by the Allottee in proportion to the carpet area of the Flat/Shop/Office. In case the said charges are revised/changed due to enhancement in government and statutory dues, taxes, cesses or charges under the applicable laws, due to any amendment/modification thereof, including but not limited to, upward revision of statutory charges, increase of deposits/charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, whether prospectively or retrospectively, the same shall be payable by the Allottee in proportion to the carpet area of the Flat/Shop/Office, as and when demanded by the Promoter.
- g. The Allottee agrees and undertakes to pay all such taxes [as applicable in present and future] and all other amounts as stated hereinbefore under clause 3[d], 3[e] and 3[f], in respect of the said Flat/Shop/Office. The Allottee hereby indemnifies and shall keep indemnified the Promoter of all claims, expenses, penalty and charges towards the Service Tax, VAT, GST, and/or any other charges/taxes, as may be introduced by the State Government and/or any local bodies along with any and all claims, expenses, charges, penalties towards the legal charges, stamp duty and registration charges, costs towards formation of the society, additional costs of availing covered parking/EV Parking, Transfer Charges, costs and charges as per 3[f], etc. as may be levied by the PMC/CIDCO/other concerned local authorities etc. and the Allottee shall be solely liable to bear and pay the same, as and when called upon to do so by the Promoter.
- h. The Consideration is escalation-free, save and except the escalations/increases 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 in case of any

increase in development charges, costs or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, and which shall only be applicable on subsequent payments.

- i. The Allottee hereby confirms that, from the date of entering into this Agreement, it shall be the obligation of the Allottee to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee along with the other allottees in the Project and the Promoter shall not be responsible or liable to pay the same.
- j. The Allottee has paid, on or before execution of this Agreement, a sum of Rs. _____ [Rupees _____ only] as advance payment or Application Fee, and hereby agrees to pay to the Promoter, the balance amount of the Consideration of Rs. _____ [Rupees _____ only] in the following manner [hereinafter referred to as the “**Payment Schedule**”]:

Sr No.	Particulars	Amount Payable
1	On Booking	10%
2	On Execution of Agreement	20%
3	On Completion of Basement Raft	8%
4	On Completion of Plinth	7%
5	On Completion of 1st Slab	3%
6	On Completion of 2nd Slab	3%
7	On Completion of 3rd Slab	3%
8	On Completion of 5th Slab	3%
9	On Completion of 7th Slab	3%
10	On Completion of 9th Slab	3%
11	On Completion of 11th Slab	3%
12	On Completion of 13th Slab	2%
13	On Completion of Terrace Slab	2%
14	On Completion of Masonry, Internal Plaster	5%
15	On Completion of Staircase, Lift Walls, Lobby, waterproofing	5%

16	On Completion of Plumbing, Flooring, Door, Sanitary Ware, External plaster, Electrical, Window.	10%
17	On Completion Lifts, Entrance Lobby, Paving.	5%
18	On Handing Over Possession of Flat	5%
	Total	100%

- k. In the event that the Allottee offers to pay and requests the Promoter to receive payments of the Consideration/instalment of the Consideration prior to the achievement of any milestone as per the Project Schedule in respect of the Flat/Shop/Office, such milestone/s shall be deemed to have been achieved by the Promoter, and the amounts due against the said milestone/s shall be paid immediately by the Allottee to the Promoter without any delay whatsoever in this regard.
- l. The Promoter shall issue a demand notice [by post/courier/email to the notified address as recorded in this Agreement] to the Allottee about the stage-wise completion of the Project. The payment of the corresponding instalment as per the Payment Schedule shall be made by the Allottee within 15 days of the Promoter issuing such demand notice for payment of the instalment. The Allottee shall deduct Tax at Source [TDS] from the Consideration, pay the deducted tax to the concerned authorities and deliver the relevant document i.e. TDS certificate/Form 16B/Challan, relating to each payment as per the provisions of the Income Tax Act 1961, to the Promoter within 5 days of making such deduction. It is hereby expressly agreed that time for payment of each of the aforesaid instalments of the Consideration as set out herein shall be the essence of the contract. All payments shall be made by way of DD/Cheque/RTGS/ECS/NEFT in the name of the Promoter to the account as stated in the below mentioned table maintained with HDFC Bank.

Particulars of the Bank Account	
Account Name	NILKANTH SUPERSTRUCTURES LLP NILKANTH WISTERIA MASTER COLLECTION ESCROW ACCOUNT
Bank	HDFC Bank Ltd
A/c No	57500001325111

IFSC Code	HDFC0000540
Branch	Vashi Sector 17

- m. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments at NIL per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoter.
- n. The Allottee declares and affirms that in case of joint purchase of the said Flat/Shop/Office [more than one allottees – although collectively referred to as “**Allottee**” herein], their liabilities and obligations would be joint and several. The failure to pay by any one shall be deemed as failure to pay by both and all Allottee[s] shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequence jointly as well as severally.
- o. The Promoter, on receipt of the complete amount of the Consideration, and upon fulfillment of the other obligations of the Allottee as set out in this Agreement, the Promoter shall provide the possession of the Flat/Shop/Office to the Allottee after issuance of the Occupancy Certificate for the Project. However, in case the Allottee fails to deposit the registration charges and all other incidental and legal expenses etc. as demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold the grant of possession of Flat/Shop/Office to the Allottee till full and final settlement of all dues and registration charges to the Promoter is made by the Allottee.
- p. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Consideration payable for the carpet area of the Flat/Shop/Office shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five

days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3[a] of this Agreement.

- q. It is acknowledged and agreed that the agreed rate above shall be deemed to be the rate arrived at as per the computation below:

Originally agreed Consideration / Original carpet area of the Flat/Shop/Office

- r. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head[s] of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The amount/s paid by the Allottee to the Promoter shall be appropriated firstly towards taxes payable by him/her/it, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Flat/Shop/Office, cheque bounce charges [if any], then any administrative expenses, and lastly, towards consideration/outstanding dues in respect of the Agreement.
- s. The Allottee acknowledges that the Flat/Shop/Office shall be conveyed to the Allottee free from encumbrances subsequent to receipt of the entire Consideration amount as well as any other amounts due and payable under this Agreement.

4. OBLIGATIONS OF PARTIES:

- a. The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Shop/Office to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the Flat/Shop/Office or the Project.
- b. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the

Flat/Shop/Office to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment as per the Payment Schedule and other dues payable by him/her/it and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

- c. The Promoter hereby declares that the Floor Space Index [FSI] available as on date in respect of the Project Land is 16855.77 sq. mtrs. only and Promoter has planned to utilize FSI of 2730.97 sq. mtrs. by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes 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 minimum FSI of 19,586.74 sq. mtrs. as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Flat/Shop/Office based on the proposed construction, including the Future Development and sale of flats/shops/offices to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- d. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Flat/Shop/Office to the Allottee, the Promoter agrees to pay to the Allottee, if he/she/it does not intend to withdraw from the Project, interest as specified in the Rules framed under the Act, on all the amounts paid by the Allottee for every month of delay, till the handing over of the possession of the said Flat/Shop/Office. Similarly, the Allottee agrees to pay to the Promoter, interest at the rate and as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

5. **TERMINATION:**

- a. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4[d] above, on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter

under this Agreement [including his/her proportionate share of taxes levied by concerned local authority and other outgoings] and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee [hereinafter referred to as the “**Default Notice**”], by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee [subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter] within a period of thirty days of the termination, the instalments of Consideration of the Flat/Shop/Office which may till then have been paid by the Allottee to the Promoter.

- b. In addition to Clause 5[a] hereinabove and without prejudice to the right of Promoter to charge interest in terms of sub clause 4[d] above and all other rights and remedies available to the Promoter, the Promoter shall also be entitled to issue a Default Notice in accordance with Clause 5[a] hereinabove on [i] the Allottee committing a breach of the terms and conditions of this Agreement; or [ii] any default by the Allottee under any agreement entered into with any bank or financial institution or in the event of the termination of any such agreement entered into by the Allottee with any or financial institution towards any loan availed by the Allottee for making payment of the Consideration for the Flat/Shop/Office. Any failure by the Allottee to act in accordance with the proviso contained in Clause 5[a] above shall entitle the Promoter to terminate this Agreement forthwith by issuance of a written intimation to the Allottee.
- c. Notwithstanding anything to the contrary contained herein, the Allottee acknowledges and agrees that if the Promoter has already had occasion to

serve the Allottee with a Default Notice on two previous occasions under this Agreement for any reason whatsoever, in the event of occurrence of any further default under Clauses 5[a] and 5[b], the Promoter shall not be obliged to serve the Allottee with another Default Notice, and shall be entitled to directly terminate this Agreement forthwith by issuance of a written intimation to the Allottee

- d. In respect of the further proviso to Clause 5[a] hereinabove, upon termination of this Agreement, the Promoter shall refund to the Allottee the instalments of the Consideration of the Flat/Shop/Office which may till then have been paid by the Allottee to the Promoter, subject to adjustment and/or recovery of liquidated damages in the form of forfeiture charges of 10% of the Consideration plus brokerage fees [if any], taxes, and all other outgoings and expenses incurred by the Promoter including any amount paid/payable to third parties by the Promoter on behalf of Allottee, stamp duty, legal charges, registration charges, or any other amount which may be payable to the Promoter [being the agreed genuine pre-estimate of the liquidated damages, not by way of a penalty], and further subject to the execution and registration of a Deed of Cancellation.
- e. Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Promoter, the Allottee shall be bound to execute and register a Deed of Cancellation in respect of the said Flat/Shop/Office, within a period of 7 [seven] days from the date of a written notice in this regard by the Promoter to the Allottee. In the event the Allottee fails to execute and register such a Deed of Cancellation, the Promoter shall be entitled to obtain necessary orders against the Allottee to compel him/her/it to execute and register such Deed of Cancellation.
- f. The Parties acknowledge and agree that the Allottee has presented a cancelled cheque to the Promoter at the time of execution of this Agreement, a copy of which is annexed hereto marked as **Annexure G** [hereinafter referred to as the "**Cancelled Cheque**"]. Notwithstanding anything to the contrary contained herein, in the event of termination of this Agreement for any of the reasons contemplated under the Agreement, and in the event of refund of any amounts having to be made to the Allottee by the Promoter as a result of such termination, such refund shall be made to the bank account as per the details provided in the aforesaid Cancelled Cheque.

- g. In case of a loan being availed by the Allottee as per the provisions of Clause 17 hereinbelow, the Allottee shall inform the bank/financial institution that has disbursed such loan of such termination and provide the Promoter with the account details provided by the bank/financial institution for initiating the refund as stipulated in the Agreement. In the event of the Allottee failing to provide such information, the Promoter shall intimate the bank/financial institution that has disbursed such loan of such termination and enquire as to the account details for initiating the refund as stipulated in the Agreement. In case the Allottee and/or the bank/financial institution fails to inform the Promoter of such account details within 15 days of the written intimation by the Promoter, the Promoter shall be required to initiate the refund directly to the Allottee as per the account details provided in the aforesaid Cancelled Cheque. Thereafter, the responsibility and liability to reimburse the said amounts to the bank/financial institution from which the Allottee has obtained the loan shall vest solely with the Allottee, and the Promoter shall have no liability whatsoever in this regard.
- h. The Allottee acknowledges and agrees that the refund of amounts to the bank/financial institution providing the loan, or to the account details provided in the Cancelled Cheque, shall be deemed to constitute a refund of all amounts due to all Allottees under this Agreement, and the Promoter shall not be liable to make any separate disbursement of amounts to each of the Allottees herein.
- i. Upon the Promoter terminating this Agreement, the Allottee shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever in the said Flat/Shop/Office and/or the Project or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose-off the said Flat/Shop/Office to any other person/s as the Promoter may deem fit, without any further reference to the Allottee.
- j. All amounts, including benefits arising from the re-sale of the said Flat/Shop/Office to a new allottee shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to receive such amounts and all other advantages and benefits arising therefrom.

6. **FIXTURES AND FITTINGS:**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Project and the Flat/Shop/Office as are set out in **Annexure E** hereto. It is clearly understood by the Allottee that the furniture, fixture, fittings, electrical, and electronic gadgets, etc. as are displayed in the sample flat/shop/office, have been placed there for illustrative purposes only and the same are not included in the Consideration of the said Flat/Shop/Office and that only such specifications and amenities as are specified in **Annexure E** of this Agreement, shall be provided by the Promoter in the said Flat/Shop/Office/Project.

7. **POSSESSION:**

- a. Provided that all amounts due and payable by the Allottee to the Promoter under this Agreement are first duly paid by the Allottee and subject to Clause 7[b] hereinbelow, the Promoter shall give possession of the Flat/Shop/Office to the Allottee on or before **31st** day of **October, 2028**. If the Promoter fails or neglects to give possession of the Flat/Shop/Office to the Allottee by the aforesaid date [save and except for reasons as stated below] then the Allottee shall be entitled to either of the following:

I. To call upon the Promoter by issuing a written notice to the Promoter at the address provided by the Promoter, to pay interest at the same rate as may mentioned in the clause 4[d], on the amounts paid by the Allottee towards the Consideration till date. The interest shall be paid by the Promoter to the Allottee till the date of confirmation by the Promoter that the Flat/Shop/Office is ready to be handed over to the Allottee; or

II. The Allottee shall be entitled to terminate the Agreement by giving a written notice of 15 days to the Promoter at the addressed provided by the Promoter. In the event of any failure on part of the Promoter to confirm that the Flat/Shop/Office is ready to be handed over within 15 days from the receipt of the written notice from the Allottee [save and except for reasons as stated hereinbelow], this Agreement shall stand terminated. The Promoter shall thereafter be

liable to refund to the Allottee the amounts already received by him in respect of the Flat/Shop/Office with interest at the same rate as may mentioned in the clause 4[d] hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Upon the termination of this Agreement as stipulated under this sub-clause, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Flat/Shop/Office and/or the Natural Terrace and/or the car parking space and/or the Project and the Promoter shall be entitled to deal with and/or dispose-off the said Flat/Shop/Office, the Project in the manner that it deems fit and proper.

- b. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Office on the aforesaid date, if the completion of Building in which the Flat/Shop/Office is to be situated is delayed on account of reasons beyond his control and of his agents, without the need to pay any compensation whatsoever, 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.
- c. It is hereby agreed and understand that in the event of the Allottee opting for the remedy under Clause 7[a][I] hereinabove, the Allottee shall not subsequently be entitled to the remedy under Clause 7[a][II] till the expiry of the period/tenure for payment of interest as per the aforesaid Clause 7[a][I].

8. PROCEDURE FOR TAKING POSSESSION:

- a. Upon obtaining the Occupancy Certificate from the competent authority for the Project, and upon all the amounts payable by the Allottee to the Promoter as per this Agreement have been paid in full to the satisfaction of the Promoter, the Promoter shall offer in writing the possession of the Flat/Shop/Office to the Allottee in terms of this Agreement to be taken within 3 [three] months from the date of issue of such notice. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottee, as the case may be. The Promoter on its behalf shall

offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project.

- b. The Allottee shall take possession of the Flat/Shop/Office within 15 [fifteen] days of the written notice from the Promoter to the Allottee intimating that the said Flat/Shop/Office is ready for use and occupancy.

9. **FAILURE OF ALLOTTEE TO TAKE POSSESSION:**

- a. Upon receiving a written intimation from the Promoter as per clause 8[a], the Allottee shall take possession of the said Flat/Shop/Office from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be required, and the Promoter shall give possession of the Flat/Shop/Office to the Allottee. In case the Allottee fails to take possession of the Flat/Shop/Office within the time provided hereinabove, such Allottee shall continue to be liable to pay maintenance charges as applicable and determined by the Promoter or the association of allottees.
- b. In the event the Allottee fails to take possession of the said Flat/Shop/Office despite having received the written notice and/or further communications from the Promoter in respect thereof, within the period as specified in this Agreement, the Allottee shall be liable to pay to the Promoter demurrage charges at the rate of 5% of Agreement Value of the Flat/Shop/Office, the Natural Terrace and the car parking spaces allotted to the Allottee towards the repair/renovation/maintenance/refurbishment/restoration/cleaning of the said Flat/Shop/Office, the Natural Terrace, the car parking spaces allotted to the Allottee. The demurrage charges as stated herein shall be payable in addition to the maintenance charges.

10. **DEFECTS:**

If within a period of five years from the date of handing over the Flat/Shop/Office to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/Shop/Office or the Building in which the Flat/Shop/Office is situated or any defects in workmanship, quality or provision of service [normal wear and tear and misuse caused by or attributable to the Allottee excluded] and subject to Clause 15 hereunder, and provided the Allottee is not guilty and responsible for such defect, then

wherever possible, such defects shall be rectified by the Promoter at his own cost [such costs shall mean and be restricted to the cost of repairs of such defects only and no other costs] within reasonable time of receipt of a written notice from the Allottee and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Allottee shall, without any reluctance, give access to the contractors, workers, etc. of the Promoter to the said Flat/Shop/Office, as may be required for rectifying such defects. However, it is specifically agreed that if the Allottee has carried out, by himself/herself/itself or through any external agency or otherwise, any alterations in the Flat/Shop/Office and/or caused any damage to the Flat/Shop/Office due to the negligent use, modifications, acts or omission by himself/herself/itself and/or his/her/its agents, visitors, contractors, etc. including those concerning waterproofing, fittings pipes, fixtures, etc. without the prior consent of the Promoter, then the Promoter shall not be liable for any defect/s whatsoever.

11. USE OF THE FLAT/SHOP/OFFICE AND PARKING:

- a. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the Shop/Office or any part thereof or permit the same to be used only for purpose of office/show-room/shop/godown for carrying on any industry or business and he/she/it shall use the parking space only for purpose of keeping or parking Allottee's vehicle.
- b. The Allottee agrees and acknowledges that the Allottee shall not carry out the business of sale of liquor in the form of a Wine Shop or the business of sale of meat in the form of a Meat Shop or Butcher Shop in the Flat/Shop/Office or the Project or any part thereof or permit the same to be used for such impermissible purpose.

12. ASSOCIATION OF ALLOTTEES:

- a. The Allottee along with other allottees of flats/shops/offices in the Project shall join in formation and registration of the society or association or a limited company to be known by such name as the 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 bye-laws of the proposed society and duly fill in, sign and return to the Promoter within 7 [seven] days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of allottees. 'No Objection' shall be taken by the 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.

- b. Upon receipt of the Full Occupancy Certificate for the Project and within 3 [three] months thereof, the Promoter shall, cause to be transferred to the society or limited company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Flat/Shop/Office is situated as permitted under the Agreement of Lease dated 15th February 2023. In the event of any of the flats/shops/offices in the Project are unsold at the time of formation and registration of the society/limited company/association, the Promoter may retain such unsold premises, as the owner thereof, without any liability to the society/limited company/association of the allottees. The Promoter shall be solely entitled to deal with and/or dispose-off such unsold premises in such a manner as it may deem fit and proper. The society/limited company/association of the allottees shall admit, as its members, the allottees of such unsold premises, without any protest.
- c. Upon receipt of the Full Occupancy Certificate for the Project and within 3 [three] months thereof, the Promoter shall cause to be transferred to the society/ limited company/ Federation/Apex body all the right, title and the interest of the Promoter in the Project Land on which the Project with a Building with multiple wings is constructed by executing a lease deed or deed of assignment in favour of the society or limited company to the extent as permitted under the Agreement of Lease dated 15th February 2023.
- d. Subsequent to the execution of the above conveyance, the Society shall be responsible for the operation and management and/or supervision of the Project, *in toto*, along with the maintenance and management of all amenities and facilities, including the Sewage Treatment Plant, etc. as

provided therein by the Promoter, without any further responsibility and liability of the Promoter in this regard, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

13. PAYMENTS TOWARDS PROPORTIONATE SHARE BY ALLOTTEE AND OTHER PAYMENTS:

- a. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/Shop/Office is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share [i.e. in proportion to the carpet area of the Flat/Shop/Office] of outgoings in respect of the Project Land and the Project namely local taxes, property tax, 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 the Project. Until the society or limited company is formed and the said structure of the Project Building/s or wings is transferred to it, the Allottee shall regularly pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter an interest free provisional contribution of Rs. _____ along with additional applicable GST and other taxes for approximately 12 months towards the outgoings and the maintenance of the common areas and facilities, including maintenance of the parking area, electricity charges for EV parking, for society operation and maintenance etc. Upon handover of charge of the common areas and facilities, the Allottee shall pay the monthly/quarterly maintenance charges to the society/limited company/association, as applicable at that time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the Project Building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the Project Building or wing the aforesaid deposits [less deduction provided for in this Agreement] shall be paid/handed over by the Promoter to the society or the limited company, as the case may be.

- b. The Allottee shall on or before delivery of possession of the said Flat/Shop/Office keep deposited with the Promoter, the following amounts:
- I. Rs. **NIL** for share money, application entrance fee of the society or limited company/federation/apex body;
 - II. Rs. **NIL** for formation and registration of the society or limited company/federation/apex body;
 - III. Rs. **NIL** for proportionate share of taxes and other charges/levies in respect of the society or limited company/federation/apex body;
 - IV. Rs. **NIL** for deposit towards water, electricity, drainage, sewerage connections and other utility and services connection charges;
 - V. Rs. **NIL** for deposit towards electricity sub-station provided in the Project;
- c. At the time of registration of conveyance or lease of the structure of the Project Building or wing of the Building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said society or limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project Building/ wing of the Building. At the time of registration of conveyance or lease of the Project Land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said society or limited company or Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project Land to be executed in favour of the society or limited company or Apex Body or Federation. Pursuant to the society conveyance, the Society shall be responsible for the operation and management and/or supervision of the Project including any common areas, facilities and amenities, *in toto*, and the Promoter shall not be responsible for the same in any manner whatsoever.
- d. In case the transaction being executed by this Agreement between the promoter and the Allottee is facilitated by the Registered Real Estate Agent, all amounts [including taxes] agreed as payable remuneration/fees/charges for services /commission/brokerage to the said Registered Real Estate Agent, shall be paid by the

Promoter/ Allottee/both, as the case may be, in accordance with the agreed terms of payment.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- a. The Promoter has clear and marketable title with respect to the Project Land; as declared in the Title Report and other documents annexed to this Agreement and has the requisite rights to carry out the development upon the said Project Land for the implementation of the Project;
- b. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the Project Land or the Project except those disclosed in the Title Report, this Agreement, and other documents annexed to this Agreement;
- d. 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 and other documents annexed to this Agreement;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Building/wing in the Project 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 Building/wing in the Project 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 in the Project;
- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said Flat/Shop/Office which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop/Office to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Project to the association of the allottees;
- j. 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, till the formation of the society/limited company/association of allottees as contemplated under this Agreement;
- k. 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] 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 and other documents annexed to this Agreement.

15. RESPONSIBILITIES OF THE ALLOTTEE:

The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop/Office may come, hereby covenants with the Promoter as follows:

- a. To maintain the Flat/Shop/ Office at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office 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 Flat/Shop/Office is situated and/or the

Project and/or the Flat/Shop/Office itself or any part thereof without the consent of the local authorities and the Promoter;

- b. The Allottee agrees and acknowledges that the Allottee shall not carry out the business of sale of liquor in the form of a Wine Shop or the business of sale of meat in the form of a Meat Shop or Butcher Shop in the Flat/Shop/Office or the Project or any part thereof or permit the same to be used for such impermissible purpose;
- c. Not to store in the Flat/Shop/Office 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 Flat/Shop/Office 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 Flat/Shop/Office is situated and/or the Project, including entrances of the building in which the Flat/Shop/Office is situated and in case any damage is caused to the building in which the Flat/Shop/Office is situated and/or the Project and/or the Flat/Shop/Office on account of negligence or default of the Allottee in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- d. To carry out, at his own cost, with the concurrence/consent of the Promoter, all internal repairs to the said Flat/Shop/Office and maintain the Flat/Shop/Office in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office is situated or the Flat/Shop/Office which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- e. Not to demolish or cause to be demolished the Flat/Shop/Office 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 Flat/Shop/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the

building in which the Flat/Shop/Office is situated and/or the Project and shall keep the portion, sewers, drains and pipes in the Flat/Shop/Office 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 Flat/Shop/Office is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop/Office without the prior written permission of the Promoter and/or the society or the limited company;

- f. Not to encroach upon external and/or internal ducts/void areas attached to the Flat/Shop/Office by constructing permanent and/or temporary work by enclosing and/or using it. The duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. [for breach of any of the terms mentioned herein, the Allottee shall be solely responsible for all the consequences arising on account of the same];
- g. 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 Project/Building in which the Flat/Shop/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop/Office in the compound or any portion of the Project Land, the Project and the building in which the Flat/Shop/Office is situated;
- i. Pay to the Promoter within 15 [fifteen] days of demand by the Promoter, his/her/its share of security deposit demanded by the concerned local authority or Government for providing water, electricity or any other service connection to the Project and the building in which the Flat/Shop/Office is situated;
- j. 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 Flat/Shop/Office by the Allottee for any purposes other than for purpose for which it is sold;

- k. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit under this Agreement or part with the possession of the Flat/Shop/Office until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up;
- l. The Allottee shall not transfer/sell the said Flat/Shop/Office till the payment of the entire Consideration and other dues and amounts payable in respect of the Flat/Shop/Office to the Promoter in accordance with this Agreement. In the event the Allottee intends to transfer/sell the said Flat/Shop/Office after handover of the possession of the said Flat/Shop/Office but before the formation of the society/limited company/association of allottees, the Allottee shall require the prior written consent of the Promoter and the Allottee shall pay, to the Promoter, assignment/facilitation charges [being genuine pre-determined facilitation and processing charges] calculated at 3 % of the Consideration of the said Flat/Shop/Office or of the on-going sale value or the re-sale value of the Flat/Shop/Office, whichever is higher, without demur and protest;
- m. The 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 Project and the building and the Flat/Shop/Offices 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat/Shop/Office in the Project and 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;
- n. Till a conveyance of the structure of the Project building in which Flat/Shop/Office is situated is executed in favour of society/limited company/association of allottees, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project building or any part thereof to view and examine the state and condition thereof;

- o. Till a conveyance of the Project Land on which the building in which Flat/Shop/Office is situated is executed in favour of society or limited company or apex body or federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structures or other conveniences belonging to or serving or used for the Project;
- p. The Allottee shall not affix any fixtures or grills or dish antennas on the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Flat/Shop/Office. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills or dish antennas on the exterior of the said Flat/Shop/Office for drying clothes or for any other purpose, or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay a sum of Rs. 50,000/- [per grill per month/fixture] to the Promoter/the society/limited company/association of allottees, as the case may be, from the time of fixing the same till the time of removal of the same.
- q. The Allottee shall not install a window air-conditioner within or outside the said Flat/Shop/Office. If the Allottee affixes a window air conditioner, or the outdoor condensing unit outside the said Flat/Shop/Office except at the designated location indicated by the Promoter, the Allottee shall be liable to pay a sum of Rs. 50,000 /- per AC per month to the Promoter/the society/limited company/association of allottees, as the case may be, from the time of fixing the same till the time of removal of the same.
- r. The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- s. The Allottee shall not to do either by itself or through any other person, anything which may or is likely to endanger or damage the Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or

the installations for providing facilities in the Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities, and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs. 1,00,000/- to the Promoter/the society/limited company/association of allottees, as the case may be, on each such occasion

- t. The Allottee declares that the Allottee is not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein.
- u. The Allottee declares that the Allottee has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be.
- v. The Allottee agrees and acknowledges that the Allottee shall not be entitled to enter into the Project Land or any part of the Project prior to the handing over of possession of the Flat/Shop/Office without obtaining the prior written permission from the Promoter in this regard.
- w. The Allottee agrees and acknowledges that in the event of any default or breach by the Allottee of any of its obligations under this Agreement, resulting in any costs, expenses, losses, damages, suits, actions, claims or proceedings having to be suffered or initiated by the Promoter, the Allottee shall be solely liable to compensate the Promoter for all such costs, expenses, losses or damages that may be suffered by the Promoter in this regard, as well as all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Promoter, in respect of such suits, actions, claims or proceedings.
- x. The Allottee acknowledges the following rights of other allottees of units/premises in the Project:
 - I. Full right and liberty for all persons who own premises in the Project [together with all persons authorized or permitted by such persons] at all times by day or by night and for all purposes to go, pass and repass the staircases and the passage inside and outside the Project;

- II. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night, and for all purposes to go, pass and repass over the land appurtenant to the Project constructed in the Project Land;
 - III. Right of passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the Project at all reasonable times, on notice, to where water tanks are situated for the purpose of cleaning, repairing or maintaining the same;
 - IV. Right of passage for such persons, their agents or workmen to the other parts of the Project at all reasonable times, on notice to enter, for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible and making good any damages caused;
 - V. The right for the persons referred to supra in common with all other persons, and their agents, licensees or workmen and others, at all reasonable times on notice to enter into and upon other parts of the Project, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction thereof;
 - VI. Right to lay cables or wires through common walls or passages for telephones, video or computer installations respecting the equal rights of the other allottees;
 - VII. The right to do all or any other acts aforesaid without notice in case of emergency.
- y. The Allottee shall not change the user of the Flat/Shop/Office without the prior written permission of the Promoter or the society/association of allottees/limited company.

16. MISCELLANEOUS:

- a. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- b. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said flats/shops/offices or of the said Project and Building or any part thereof. The Promoter shall be entitled to use the treated water from the sewage treatment plants around the Project, for the purpose of development undertaken/construction purpose. The Allottee shall have no claim save and except in respect of the Flat/Shop/Office hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, etc. will remain the property of the Promoter until the said structure of the Project or Building is transferred to the society/limited company or other body and until the Project Land is transferred to the society/limited company/Apex Body /Federation as hereinbefore mentioned.
- c. The Promoter shall be entitled to put up hoardings/boards of its brand name including displaying the name of the Promoter in the form of neon signs, MS letters, vinyl and sun boards on the Project and on the façade, terrace, compound wall, or any other part of the Project even after receipt of the Occupancy Certificate for the Project and event after the conveyance of the Project to the society/ limited company/ association of allottees as per this Agreement. The Promoter shall also be entitled to decide the place, select and decide the hoarding/board sites.
- d. The Promoter shall be entitled to designate any spaces/areas in the Project [including on the terrace and basement levels of the Project] for third party service providers, for facilitating provision and maintenance of utility services [such as power, water, drainage and radio and electronic communication] to be availed by the Allottee and other allottees of flats/shops/offices in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For

this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- e. The Allottee, if a Non-Resident, agrees that all remittance for acquisition/transfer of the said Flat/Shop/Office and any refund, etc. shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or any statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the sole responsibility of the Allottee who is a non-resident/foreign national of Indian origin/foreign national/foreign company [herein referred to as a “Non-Resident”] to abide by the same. The Promoter shall not be liable in any manner for non-compliance by such Non-Resident of any laws applicable to non-resident Indians, or PIO’s, or foreign nationals who are resident in India, or foreign companies, as the case may be.

17. FINANCING AVAILED BY THE ALLOTTEE:

- a. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner as detailed in this Agreement [which shall not absolve the Allottee of its responsibilities under this Agreement].
- b. The Allottee may avail loan from a bank/financial institution and mortgage the Flat/Shop/Office by way of security for repayment of the said loan to such bank/financial institution, only with the prior written consent of the Promoter. The Allottee shall also be required to obtain the prior written consent of the Promoter in case of transfer of the said loan at any stage. In the event that the Allottee is required to take out any insurance or comply with any other obligation as per the agreement being entered into by the Allottee with such bank/financial institution, the Allottee shall furnish documentary evidence, to the satisfaction of the Promoter, of having fulfilled such compliances.
- c. The Promoter shall be entitled to refuse permission to the Allottee for availing and/or transferring any such loan and for creation of any such mortgage/charge, in the event the Allottee has defaulted in making

payment of the Consideration and/or other amounts payable by the Allottee under this Agreement.

- d. All the costs, expenses, fees, charges, and taxes in connection with procuring and availing of the said loan, mortgage of the Flat/Shop/Office, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Flat/Shop/Office, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation [monetary or otherwise] with respect to such loan or mortgage.
- e. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Allottee under this Agreement.
- f. Notwithstanding anything to the contrary contained herein, in the event of termination of this Agreement for any of the reasons contemplated under the Agreement, the right of the Promoter to offer the Flat/Shop/Office for sale to another Allottee shall be completely unfettered, and the Promoter shall not be required to obtain any prior NOC or any other consent whatsoever from any bank/financial institution from which the Allottee may have obtained a loan prior to any such sale by the Promoter. At most, the Promoter shall merely be required to inform the said bank/financial institution of such termination of the Agreement. The Allottee shall be solely responsible for ensuring that the said bank/financial institution is fully apprised of these rights of the Promoter.

18. PROMOTER SHALL BE ENTITLED TO MORTGAGE OR CREATE A CHARGE:

The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee under this Agreement [or any part thereof], in the manner permissible under the RERA Act, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the

Promoter, the Allottee shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated. Furthermore, the Allottee hereby acknowledges and agrees that the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge of the undivided share of Project Land in the said Flat/Shop/Office at any time during the course of construction, subject to the same being free from any encumbrance at the time of grant of possession of the Flat/Shop/Office to the Allottee in accordance with this Agreement.

19. BINDING EFFECT:

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

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop/Office, as the case may be. The Allottee acknowledges that no verbal communication or commitment whatsoever made by or on behalf of the Promoter shall be

binding upon the Promoter. The Allottee understands and agrees that the Promoter shall not be bound by any communication or commitment that is not made in writing by its authorized representative indicated hereinabove

21. RIGHT TO AMEND:

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

22. 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 allottee/s of the said Flat/Shop/Office in case of a transfer, as the said obligations go along with the Flat/Shop/Office for all intents and purposes.

23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be in proportion to the carpet area of the Flat/Shop/Office to the total carpet area of all the flats/shops/offices in the Project.

25. FURTHER ASSURANCES:

- a. 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.
- b. No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision. Any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

26. PLACE OF EXECUTION:

- a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Panvel.
- b. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. NOTICES:

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

ALLOTTEE:

_____ (Customer Details)

PROMOTER:

NILKANTH SUPERSTRUCTURES LLP

F-408, Tower-II, Seawoods Grand Central,

Plot No. R-1, Sector 40, Seawoods,

Navi Mumbai - 400 706

Notified Email ID: nilkanthsuperstructures@gmail.com

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

28. JOINT ALLOTTEES:

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

29. STAMP DUTY AND REGISTRATION:

The Allottee shall bear all costs and expenses towards the Stamp Duty and Registration Charges and admit execution of this Agreement, for registration with the Sub-Registrar of Assurances and shall execute all other necessary deeds and documents, and do all other acts, deeds, matters and things as may be required, to perfect the sale and transfer of the said Flat/Shop/Office, in the manner as contemplated under this Agreement.

30. **DISPUTE RESOLUTION:**

Any dispute or differences between the Parties in relation to the Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Regulatory Authority as per the provisions of the Real Estate [Regulation and Development] Act, 2016, and the Rules and Regulations, thereunder.

31. **GOVERNING LAW:**

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 Panvel Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for sale at **Panvel** in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - I:
SAID PROJECT LAND

To all that piece and parcel of land bearing Plot No. 8A, admeasuring 5064.35 sq. mtrs., situated at Sector- 20, New Panvel (E), Navi Mumbai within the limits of Panvel Municipal Corporation, and is bounded on or towards -

On The North By	:	Part of Plot No. 08B, Part of Plot No. 08
On The South By	:	20.00 M Wide Existing Road (30.00 M Wide Prop. Road), Part of Plot no. 09
On The West By	:	Part of Plot No. 08, 20.00 M Wide Existing Road (30.00 M Wide Prop Road)
On The East By	:	Part of Plot no. 08B, Part of Plot No. 09

SCHEDULE - II:

SAID PROJECT

One number of building namely Nilkanth Wisteria, consisting of commercial units, residential units and other amenities mentioned in Annexure 'E' constructed on the portion of piece and parcel of land bearing Plot No. 8A, admeasuring 5064.35 sq. mtrs., situated at Sector- 20, New Panvel (E), Navi Mumbai.

SCHEDULE - III

SAID FLAT/SHOP/OFFICE

Flat/Shop/Office bearing No. admeasuring _____ sq. mtrs. of carpet area with on the _____ floor of Wing _____ in the Project i.e. Nilkanth Wisteria

RECEIPT

Received a sum of **Rs. _____ (Rupees _____ Only)** in the following manner:

Sr.No	Ch _Date	Ch_Number	Bank Name & Branch	Amount
			Total Amount	

From Purchaser/s _____ towards part payment of the Sale price of **Flat No. __**, on the **__ Floor**, in Building Nilkanth Wisteria, constructed on Plot No. 8A, admeasuring 5064 sq. mtrs., situated at Sector- 20, New Panvel East, Navi Mumbai.

I say Received,
M/S. NILKANTH SUPERSTRUCTURES LLP,
Through its Partner

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters:

M/S. NILKANTH SUPERSTRUCTURES LLP

Through its Partner

_____)

WITNESSES:

_____)

_____)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/ Allottees: (including joint buyers)

_____)

_____)

In the presence of WITNESSES:

_____)

_____)