

AGREEMENT

FLAT NO. - _____
FLOOR - _____
CARPET AREA - _____ **Sq. Mtrs.**
TOTAL CONSIDERATION VALUE RS. _____ /-

This Agreement for Sale is made and executed at Navi Mumbai on this _____ day of _____,

BY AND BETWEEN

M/S. NEW PARTH DEVELOPERS (PAN ACAPG9180B), a proprietorship concern of Shri Ambalal Bhanji Gami having its registered office at 101, Real Tech Park, Sector 30A, Vashi, Navi Mumbai-400 703 ("*Promoter*") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, successors and assigns) being party of **FIRST PART;**

AND

Mr./Mrs./M/s _____, individual aged about ____ **years**
(**PAN No.**

_____), (**AADHAR No.** _____) & **MR.**

_____, individual aged about ____ **years** (**PAN No.**

_____), (**AADHAR No.** _____) residing at,

_____. ("*Allottee*") (which

expression shall unless repugnant to the context or meaning thereof shall deem to mean

and include his/her/their respective legal heirs/executors, administrators, permitted

successors, assigns and nominees) of the Party of the **OTHER PART.**

[OR]

[If the Allottee is a Company]

(Name of the Company), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], (CIN no. _____), PAN _____, having its registered office at _____, represented by its authorized signatory, _____, duly authorized vide board resolution dated _____ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and Shareholders, their successor-in-interest, executors, administrators and permitted assignees) being party of the **SECOND PART**

[OR]

[If the Allottee is a Partnership Firm]

(Name of the Partnership), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide letter dated _____ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being party of the **SECOND PART**

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The City and Industrial Development Corporation Maharashtra Limited ("**CIDCO**") is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its power under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1996 (Maharashtra XXXVII of 1966). The State Government is, pursuant to section 113(A) of the said Act, acquiring lands described therein and vesting such lands in the CIDCO for development and disposal.
- B. CIDCO being the Town Development Authority for Navi Mumbai has constructed two residential building being (i) Building no. A-9 of Ground + 3 upper floors having BUA of 1225.16 sq. meters (the "**Building A-9**") and (ii) Building no. B-4 of Ground + 3 upper floors having BUA of 800.00 sq. meters (the "**Building B-4**") on land bearing plot no.

13 admeasuring 2024.00 sq. meters and thereabout (the "**Plot**") situated at Sector 18, Village-Nerul, Taluka-Thane, District-Thane, Navi Mumbai. The said Plot is more particularly described in the **SECOND SCHEDULE** hereunder. A copy of layout plan of the said Plot is annexed hereto as **Annexure A**.

- C. The said Building A-9 and Building B-4 are collectively referred to as the said "**Old Buildings**" and said Old Buildings and said Plot are collectively referred to as the said "**Property**".
- C. The Flat Purchasers of in the Old Buildings have formed said Society as their association named 'Shree Balaji Co-Operative Housing Society Ltd.' (the "**Society**") under the provisions of Maharashtra Co-operative Societies Act, 1960 and Maharashtra Co-operative Societies Rules, 1961 together referred as (the "**Act**") having hundred (100) existing members (the "**Existing Members**") holding fully paid shares. The Registrar of Cooperative Housing Society issued 'Certificate of Registration' dated 25th April, 1995 bearing Reg. No. NBOM/CIDCO/HSG(OH)/109/JTR/1995-1996.
- D. Vide 'Deed of Lease' dated 21st January, 2016 CIDCO demise unto Society said Plot and Old Buildings on terms and conditions mentioned therein. The said Deed of Lease is duly registered with Sub Registrar of Thane 6 under registered serial no.TNN6-438-2016 on 21st January, 2016 and receipt No. 491.
- K. Vide 'Rectification of Lease Deed' dated 24th November, 2021 CIDCO and Society have rectified said Deed of Lease dated 21st January, 2016. The said Rectification of Lease Deed is duly registered with Sub Registrar of Thane-6 under registered serial no.TNN-6-13113-2021 on 24th November, 2021.
- L. The Society has assigned and transferred the rights in favour of the Promoter for redeveloping the dilapidated Old Buildings, vide 'Development Agreement' registered with Sub Registrar of Thane-8 at 1814/2023 on 24th January, 2023 ("**Development Agreement**").
- M. As per the said Development Agreement, the Promoter has proposed to construct and develop residential project called " _____ " comprising residential of Ground + 30 upper having BUA of 9715.200 sq. meters ("**Project**") which is more particularly described in the **SECOND SCHEDULE** hereunder. In addition, the Promoter will be

providing separate amenities in the said Project which are more particularly described in **THIRD SCHEDULE** hereunder.

- N. Vide letter dated 11th April, 2023 bearing reference no. NMMC/TPO/BP/17162/2023 (the "**CC**") Navi Mumbai Municipal Corporation ("**NMMC**") issued commencement certificate for constructing said Project on terms and conditions mentioned therein. A copy of the said CC is annexed herewith as **Annexure B**.
- O. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals here in above; the Promoter is in possession of the Plot.
- P. The Promoter has appointed a Structural Engineer _____ for the preparation of the structural design and drawings of the buildings.
- Q. The Promoter has engaged an Architect registered with the Council of Architect being _____, (The said "Architect").
- R. The Title Report dated _____, 2023 issued by _____; and latest amended Title Report dated _____ issued by _____ for said Plot has been seen and inspected by the Allottees. A copy of said latest amended Title Report is appended hereto as Annexure C.
- S. The Promoter has registered the said Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (the "RERA") with the Real Estate Regulatory Authority under Registration no. _____ in accordance to sanctions and permissions. A copy of the certificate of registration is appended hereto as **Annexure C**.
- T. Upon the demand of Allottees the promoter has given Allottees the following documents for inspection;
- i. Deed of Lease dated 21st January, 2016 executed between CIDCO and Society
 - ii. Rectification of Lease Deed dated 24th November, 2021 executed between CIDCO and Society;
 - iii. Development Agreement dated 24th January, 2023 executed between Society and Promoter along with Annexures enclosed therein;
 - iv. Commencement certificate dated 11th April, 2023 bearing reference no.

NMMC/TPO/BP/17162/2023 issued by NMMC;

- v. Sanctioned Building plans;
- vi. Title Report dated _____ issued by _____;
- vii. MahaRERA registration Certificate bearing no. _____;
- viii. Declarations uploaded on RERA portal.

- U. The Allottees have taken inspection of the aforesaid documents and writings including sanctioned plans, and other relevant documents and have perused RERA portal, the Allottees visited the site of construction and made himself/ herself familiar with the terms and conditions imposed by the NMMC and other relevant authorities. The Allottees/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. The Allottees/s have inspected, verified and satisfied with the Title of the Plots and shall not raise any objection/ dispute with respect to the same in future.
- V. The Allottees has/have understood and accepted that, the title and interest of the Allottees to the Flat/Shop/flat/unit being purchased under this Agreement by him shall always be subject to the terms and condition of the Lease Agreement with CIDCO Ltd. All the terms and condition of the said Lease Agreement with CIDCO Ltd. shall be applicable and binding on the Allottees.
- W. The Allottees has applied to the Promoters for allotment of **Flat No.** _____ on the _____ **Floor**, admeasuring about _____ **sq. mtrs of RERA carpet area** (the "**Flat**") on floor of the project which is more particularly described in **FOURTH SCHEDULE**. A copy of floor plan is appended hereto as **Annexure F** and the said Flat is marked separately in the floor plan. Further, Allottee has requested the Promoter for allotment of **one covered parking space** in mechanical stack parking system.
- X. The Allottees has offered to pay to the Promoter a sum of **Rs.** _____ **/- (Rupees _____ Only)** as consideration for transferring the said flat in name of Allottees which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these presents the Allottees has paid to the Promoter a sum of **Rs.** _____ **/- (Rupees _____ Only)** being the Part of total basic consideration of the said flat agreed to be sold by the Promoter to the Allottees the receipt whereof the Promoters do hereby admit and acknowledge.

- Y. The parties have accordingly decided to record their agreement in writing for transfer of said flat upon the terms and conditions herein after appearing.
- Z. In accordance with said Development Agreement, the Promoter has sole and exclusive right to sell the Apartments in the said Project to be constructed by the Promoter on the Plot and to enter into Agreement/s with the allottee(s)/s of the flat/flat/units and to receive the sale consideration in respect thereof, except the units to be allotted the Existing Members of the Society;
- AA. The Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall be subject to approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- BB. While sanctioning the said plans concerned local authority and/or Government 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 said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- CC. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.
- DD. The carpet area of the said flat is Approximately _____ **square meters** "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace are a appurtenant to the said flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.
- EE. The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Land and further in respect of the said Flat/unit (defined hereinbelow). The Allottee confirms that the Allottee has waived his right to any further investigation or raise any objection to the title of the Promoter to the said Land and the competency of the Promoter to enter into this Agreement.

FF. 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;

GG. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 upon 15 days of intimation of the Allottee.

HH. 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 said flat as per the terms and conditions mentioned hereafter.

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

1. PROJECT:

The Promoter shall construct the said Project consisting of ground/ stilt, and 30 upper floors under normal conditions develop the said Project in accordance with the plans, designs, specifications as is finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.

Provided that the Promoter shall have to obtain prior consent in writing of 2/3rd of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. DESCRIPTION OF FLAT:

2.1. The Allottees hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottees **Flat No.**_____ carpet area admeasuring of approximately _____ **sq. mtrs RERA carpet area** (the "**Flat**") on _____ **floor** of the Project. Further, Allottee shall be entitled to **one parking space** in mechanical stack parking

system. The said Flat is more particularly described in **FOURTH SCHEDULE**

2.2. The Promoter have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas of **Enclosed Balcony (EB) area of _____ Sq. meters** as permitted under UDCPR. The aforesaid additional areas are fused to the said Flat. However, the Promoters have not charged any additional consideration for the a fore said additional areas from the Purchaser/s. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked **Annexure "G"**.

2.3. The fixtures, fittings and amenities to be provided by Promoter in the said Flat are those that are set out in Third Schedule. The Promoter shall not be obliged to accept or accede to any request from Allottees for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION:

3.1. It is mutually agreed by and between the parties that consideration for sale of said Flat shall be **Rs. _____ /- (Rupees _____ Only)** (the "**Consideration**"). The said Consideration amount does not include the taxes and other statutory payments which are to be paid separately by Allottees. The consideration as agreed between the parties hereto for the sale of said flat has been determined on the basis of all disclosures.

3.2. The Allottees has negotiated the Consideration herein above by offering to pay to the Promoter the said Consideration on the execution of this agreement which has been accepted by the Promoter as per **PAYMENT SCHEDULE** hereunder.

3.3. The Total Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority; Any other increase in charges which may be levied or imposed by the competent authority; Additional new taxes that may be levied from time to time; The Promoter may charge the Allottees separately for any upgradation/ changes specifically requested by the Allottees in fittings, fixtures and specifications and any other facility. For any amount demanded by the promoter from the Allottees under this clause, the Promoter shall provide with supporting documents justifying such demand.

3.4. The Allottees shall, on or before delivery of possession of the said Flat pay to the Promoter further total amount on following account: The allottee shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation report if required.
- c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd./ NMMC.
- d) Proportionate Property Tax in respect of the said Plots/ said premises from the date of execution of this Agreement or from the date of Promoters obtaining the Part/Full the Occupancy Certificate as shall be applicable.
- e) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- f) Service Tax, VAT, Cess, GST or any other taxes or charges levied by the state or Government authorities on this agreement as per applicable rates from time to time.

3.5. The Allottee shall make payment of the balance amount immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.

3.6. Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottees within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Flat/unit to the extent of the unpaid amount, except the cases where non –payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.

4. MODE OF PAYMENT:

4.1. The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ only)** of the total consideration) as INITIAL BOOKING AMOUNT and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/- (Rupees**

_____ only) in the following manner,

Sr. No	Event/ Stage of payment	Percentage (%)
		of payment
1	Booking and registration	10%
2	On Execution of Agreement	20%
3	On Completion of Plinth	15%
4	On Completion of 1st Slab	2%
5	On Completion of 3rd Slab	2%
6	On Completion of 5th Slab	2%
7	On Completion of 7th Slab	2%
8	On Completion of 9 th Slab	2%
9	On Completion of 11th Slab	2%
10	On Completion of 13th Slab	2%
11	On Completion of 15th Slab	2%
12	On Completion of 17th Slab	2%
13	On Completion of 19th Slab	2%
14	On Completion of 21th Slab	2%
15	On Completion of 23 rd Slab	2%
16	On Completion of 25 th Slab	2%
17	On Completion of 27 th Slab	2%
18	On Completion of 29 th Slab	2%
19	on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	4%
20	on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment.	4%
21	on completion of Tile work of the said Apartment.	4%
22	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	4%
23	on completion of the lifts, water pumps, electrical fittings.	4%
24	On possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	5%
	Total	100%

4.2. All payment shall be made by Allottees by drawing cheque/ DD / RTGS in the name of "**M/S. NEW PARTH DEVELOPERS**" or other account as Promoter may intimate subsequently to the Allottees. Allottees shall also pay other statutory dues, which may be levied from time to time. Details of Bank Accounts are as provided herein below:

NAME	
BANK NAME	
BANK ACCOUNT NUMBER	
BRANCH NAME	
IFSC CODE	
MICR CODE	

4.3. Allottees shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

4.4. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottees and the TDS certificate is received by Promoter from Allottees.

4.5. Any payments made by the Allottee to the Promoter shall be first appropriated towards outstanding interest, then GST and balance if any, towards the principal sums of the instalments of the said consideration. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4.6. The Allottee has made a payment of **Rs._____/- (Rupees _____ only)** towards booking of the said flat /flat/unit which has been adjusted against the consideration as mentioned hereinabove. Promoter hereby acknowledges the receipt thereof.

5. PAYMENT OF STATUTORY DUES AND TAXES:

5.1. In addition to the Consideration of said Flat as above the Allottees shall pay to Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such

payment shall be made by the Allottees at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises there after then the Allottees shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.

- 5.2.** If at any time, after execution of this Agreement, GST is imposed/increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this agreement. Any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called is levied or recovered or becomes payable under any statute/rule/regulation/notification/order either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat/unit or this agreement or the transaction herein, the same shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences, provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 5.3.** The valuation report charges, common maintenance charges and other out of pocket expenses on this transaction shall be borne by the Allottees. Further, the Allottees shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter undertakes to make themselves available through an authorized representative for purpose of registration at fifteen (15) days' notice from Allottees. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottees in presenting this agreement for registration before the competent authority. The Allottees indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.
- 5.4.** The stamp duty and registration charges on this agreement shall be borne and paid by the Allottees and shall keep Promoter indemnified from same.
- 5.5.** The Allottees shall also pay GST or any other charges, levy, tax, duty by whatever name called through separate cheque drawn in the name of

“ _____ ” or any other account as shall be informed by the promoters.

6. INTEREST ON UNPAID DUE AMOUNT:

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Flat/unit.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoters have disclosed the title of the said Land as well as encumbrances, if any, known to the Promoter in the title report of the advocate annexed hereto. The Promoters have also disclosed to the Allottee nature of its right, title and interest or right to construct the said Project, and also given inspection of all documents to the Allottee as required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after being satisfied with the same has entered into this Agreement.

8. SPECIFICATIONS AND AMENITIES:

The specifications and internal amenities of the Flat/unit to be provided by the Promoter in the said Project and the said Flat/unit are those that are set out in the Fourth Schedule hereunder. Common external amenities for the Project on the said Plot are stated in the hereunder. In the Project considering the maintenance and the stability of the building and internal structures, it is herein specifically informed by the consultant of the Promoter to not allow any internal changes. Therefore, as per the policy adopted by the Promoter, there shall be no customization permitted inside the said Flat/unit changes such as civil, electrical, plumbing etc. If any such modification / customization is done by the Allottee after handover of possession by

the Developer, it shall be liability of the Allottee only.

9. CARPET AREA:

The carpet area of the said Flat which is proposed to be constructed in the said building is approximate _____ **sq. mtrs**, however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the flat/unit that has been allotted to the Allottees after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being a difference of more than 3% between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottees agrees to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottees within forty-five days from such demand being made by the Allottees. If there is any increase in the carpet area of the said Flat allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottees shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%. The area certified by the Project Architect shall be final and binding on both parties.

10. DEFAULT BY ALLOTTEES:

- 10.1.** The Allottee shall be deemed to in default, if the allottee committing default in payment on 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 reminders, the Promoter shall at his own option, terminate this Agreement.

10.2. Following shall be deemed to be default on the part of Allottees during the construction stage and after: Default in making timely payment; Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life; Delay in accepting the possession of the flat/unit within a period of one (01) month on intimation to take possession by Promoter; Refusing/delaying to take membership of society formed for the said project; Breach of any terms and conditions of this agreement or any law/provisions; Obtaining forceful occupancy/possession of said Flat before receipt of occupation certificate by competent authority; Bring exotic animals in the project premises, slaughtering of animals inside the flat or common area of the project.

10.3. Allottees shall be in default, if the Allottee fails to observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies.

10.4. The Allottees shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottees.

11. TERMINATION OF AGREEMENT:

11.1. Without prejudice to the right of Promoter to charge interest in terms of clause no. 6 above, on the Allottee committing default in payment on 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 reminders, the Promoter shall at his own option, terminate this Agreement. Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the 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.

11.2. That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this Agreement the Promoter may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre- determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days of termination. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement Promoter shall be at liberty to dispose of and sell the Flat/unit to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.

11.3. For whatsoever reason if the Allottee herein, without any default or breach on his/her/their/Promoters part, is desirous to terminate this Agreement/transaction in respect of the said Flat/unit then, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat/unit with prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration, subject to terms of this Agreement and applicable provision of RERA Act and the rules thereunder.

11.4. Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottees the payments made by him till that date (subject to adjustment of

up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre- determined damages") such refund shall be issued in an account intimated by the Allottees herein within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottees from the membership of the society as. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. **If the Allottee has obtained a loan from any financial institution against the mortgage of the said flat, it shall be the responsibility and liability of the Allottee to obtain NOC for such termination from the said institution. The refund due and payable by the Promoter as per this agreement shall be made directly to such financial institution after the Allottee has obtained NOC. Any balance amount after discharging the financial institution shall be paid to the Allottee. If the allottee fails to obtain NOC from its financial institutions within the period of 15 days from the date of notice, the Allottee shall be liable to pay interest as per rate of State Bank of India's marginal cost of lending rate +2% till the date of receipt of NOC and execution of cancellation/ termination deed.** The promoter shall deduct or the Allottee shall reimburse all amounts paid/deposited by the promoter towards Stamp duty, registration fees, GST etc to any government authorities or third party on behalf of the Allottee or in its behalf on execution of this Agreement.

11.5. It is specifically agreed between the Parties hereto that, Provided that in the event of default as above the Allottees shall not raise any objection to termination made by the Promoter and the Allottees undertake to be present before the sub-Registrar office for registration of Termination/Cancellation deed. if the Allottees fail to be present before the sub-registrar, the Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottees.

11.6. Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the flat/unit to such person and at such price as the Promoter may in his absolute discretion think fit.

11.7. It is specifically agreed between the Parties hereto that, if the transaction in

respect of the said Flat/unit between the Promoter and Allottee herein is terminated as hereinabove written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Flat/unit, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.

12. RESERVATION FOR PARKING:

12.1. Allottee has requested for reservation of one part of mechanical stack parking to be used to park its vehicle. Accordingly, the Promoter has shown sanctioned plan of parking's for the said Project. After inspecting the sanctioned plan for the Project showing all parking's the Allottees have requested the Promoter to reserve **one parking space** in the mechanical stack parking system (the "Parking") which is part of mechanical parking system. Accordingly, Promoter hereby reserves the said Parking in the said Project for use of Allottee. The Parking is subject to the final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan if there are any changes. The said Parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

OR

Allottees have informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said Flat.

12.2. Allottees shall not be allowed to allot/transfer/let-out the said Parking to any outsider/visitor i.e., other than the flat Allottee of said Flat. Further Allottees shall keep the said Parking space as shown in the sanctioned plan of said Project and shall not enclose or cover it in any manner.

OR

Allottees undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

12.3. The Society shall finally ratify the reservation of such parking in its first meeting at the time of handover of said Project by the Promoter. The Society shall carryout regular maintenance to the parking area and the mechanical parking system. It will be responsibility of the society to maintain and keep the parking system in operation at all times.

12.4. The Promoter has provided the necessary Parking space. In this regard, the Promoter have categorically informed the Allottee & the Allottee has/ has noted the following:

a) Society that shall be formed shall operate and maintain the Parking area and the Parking System.

b) The Allottee shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Allottee hereby further undertake that the parking area shall not be enclosed at any later stage, failing which the concerned Authority is liable to take legal action against the Allottee and the Society.

c) The Allottee shall not object or raise any dispute to allocation of a particular Parking space and/or particular space in part of the parking area.

13. TIME IS ESSENCE:

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 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 and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in herein above.

14. NOTICE OF DEMAND:

14.1. Upon the instalments of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving ten (10) days' time from date of

notice to Allottees for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

14.2. Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ email-id at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottees shall be barred from claiming non receipt of the notice of demand.

15. DATE OF POSSESSION AND FORCE MAJEURE:

15.1. Schedule for possession of the said Flat/unit:

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

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

15.2. Procedure for taking Possession:

The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee intimating that the said Flat/unit is ready for use and occupation. The Allottee herein shall inspect the said Flat/unit in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of Total Consideration and dues to the Promoter as per terms and conditions of this

Agreement and take the possession of the said Flat/unit within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be.

Promoter shall give possession of the Flat to the Allottees on or before 31-12- 2026. date subject to receipt and realization of all amounts payable by the Allottees under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.

On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottees even though electricity and water supply have not commenced by the respective competent authorities. The Allottees shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said Flat to the Allottees, the Allottees shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

15.3. Compensation:

If the Promoter fails to abide by the time schedule for completing the project and handing over the FLAT/UNIT to the Allottee subject to reasonable extension of time as per clause 15.1 hereinabove, the Promoter agrees to pay on demand to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, 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(s) to the Promoter.

16. FAILURE TO TAKE POSSESSION:

Upon receiving a written intimation from the Promoter as per clause above, the Allottee

shall take possession of the flat/unit from the Promoter within 15 days of intimation by the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the flat to the allottee. In case the Allottee fails to or commits delay in taking possession within the time provided herein above, such Allottee shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat/unit and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat/unit.

17. STRUCTURAL DEFECT:

17.1. If within a period of five years from the date of handing over the Flat/unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/unit or the Building in which the Flat/unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost 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

17.2. This warranty is applicable only if after occupying the flat/unit the Allottees maintains the flat/unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottees (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbor's flat/unit or common area by drilling or hammering etc. and (iii) make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water the aforesaid warranty given by the Promoters shall not be invocable.

17.3. That The Promoter have made aware and that the Allottees expressly agrees that the regular wear and tear of the Premises/building/ phase/ wing includes minor hairline cracks on the external and internal walls, floor and wall tiles, excluding the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect sin materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

18. INTERIOR WORKS:

18.1. The Allottee shall not demand permission to carry out the interior works in the said Flat prior to receipt of the Occupancy Certificate/ Part Occupancy Certificate. The Promoter shall be entitled to inspect all interior works carried out by the Allottees. In the event Promoter finds that the nature of interior work is violating any approved plans/permissions, harmful to the said Flat or to the structure or elevation of the said building, the Allottees shall stop such interior work at once on being instructed, without raising any dispute and Thereafter the Allottees at their own cost shall make the rectification to restore such unapproved changes to its original state. The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.

18.2. The Allottees will ensure that the debris from the interior works shall be dumped in an area of the flat and will be cleared by the Allottees, on a daily basis at their own cost. Further the allottee must not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free

flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Project.

18.3. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same All liabilities and damages arising out of such injury will be borne and paid by the Allottees alone at its own cost, and that Promoter will not be held responsible for the same.

18.4. The Allottees ensures that the contractors hired by the Allottees shall use only the designated (to be finalized by promoter on possession) lift and no other lift for the purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottees at their own expense within 7 days of written notice from the Promoter or shall be deducted from any such security deposits collected.

18.5. Having regard to the elevation of the buildings in the said Project, the Allottees shall not fix grills/ railings. The Allottees shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the the Allottees shall not extend the railings provided to the said Flat/ fix the grills of any random design to the windows/ balcony.

18.6. Similarly, the Allottees shall not install individual Dish Antenna for the Set Top Box on the common Terrace on the Top Floor. The Promoter shall grant permission to install common BDU/MDU to a preferred service provider only in the area specifically earmarked for the said purpose. Further, no other new/ additional facility/ service/s, should be allowed to be installed by the Allottees individually. The Promoters at its sole discretion shall grant permission to one or more service providers to install common building.

18.7. The Allottees shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter and access to any fire, electrical, plumbing ducts/shafts in no manner be blocked or denied during the life of the Project. The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

18.8. The Lift facility of the building is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee hereby give his / her/ their assurance and consent in it.

19. DECLARATIONS/ REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

19.1. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

19.2. 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 Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottees, apply to the concerned local authority for occupation and completion certificate in respect of the Flat/unit and obtain the said certificate as per the provisions of law.

19.3. The Promoter has lawful rights and requisite approvals from the competent Authorities to commence the development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

19.4. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware

that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Flat/unit.

19.5. 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;

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

19.7. 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;

19.8. 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/unit which will, in any manner, affect the rights of Allottee under this Agreement;

19.9. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat/unit to the Allottee in the manner contemplated in this Agreement;

19.10. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees upon receipt of all dues payable by the Society and unit owners in the Project;

19.11. 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;

19.12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

19.13. The Project amenities are being developed along with the project. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to confederation provided the Allottee has become a member of society and has taken possession of its flat.

19.14. The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or CIDCO infrastructures like road, drainage, street light or such other service connections necessary for occupying the said Flat. The Allottees hereby indemnifies the Promoter from any claims made for delay on the above count.

19.15. That the Promoter would be entitled to put up sign boards, neon sign boards displaying its Project name and Promoters Group Name in any part of the project like terrace, common area and garden etc. The Society at its own cost should always maintain the said board. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

19.16. That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Third Schedule. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

20. DECLARATION, REPRESENTATIONS AND WARRANTIES BY ALLOTTEES:

The Allottees hereby Represents, warranties, covenant with the Promoter as follows:

- 20.1.** The Promoter has informed the Allottees. The Allottees has understood the proposed plan for constructing additional floors on the said Project for utilizing the FSI of the said adjoining plot upon same being getting sanctioned. The Allottee shall sanctioned for constructing additional floors on buildings.
- 20.2.** Allottees have verified the documents including title search report and the conditions of development certificate, commencement certificate and the sanctioned plan. The Allottee is satisfied that the Promoter has development rights and Society has absolute, clear, developable and marketable title to the said Plot.
- 20.3.** The Allottees hereby declares that he has considered the date of possession as mentioned in this agreement which is for Project. The amenities of the Project will be available for use after completion of the full Project.
- 20.4.** The Allottees hereby agrees and undertakes to take possession of their Flat if the Promoter obtains the part occupancy certificate and/or occupancy certificate of the project.
- 20.5.** Allottee hereby assure, undertake and guarantee that the Allottee shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use only. Allottees shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area. The undivided common space & amenities shall be handed over to the society upon handover of the said Project in favour of the society.
- 20.6.** Allottees have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said Plot. Promoter has informed the Allottee and the Allottee is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan and utilize the balance permissible FSI / TDR

available on the said Plot by constructing Building as mentioned herein and reserve for future development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after handover of the project building/ Project to the Society. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit or proper and Allottee hereby permit to the same. Promoter shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said Plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

20.7. The Allottee has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottees have also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like NMMC in providing permissions and infrastructure for the project.

20.8. The Allottee has taken a decision to purchase the Flat at this stage of the Project due to reduced pricing and hence has agreed to take Project risk of delays due to various infrastructural issues and government delays. The Allottee understands that in future the prices of flat/units will go up and therefore to save substantial money the Allottee has taken a decision.

20.9. The Allottees hereby assure and undertake that he will not hold the Promoter liable for any delays which are beyond the control of the Promoter especially delays attributable to NMMC/MSEB/CIDCO or delays due to the various amendments made to governmental policies during the development of the said Project. The Allottees declare that they will not claim any interest or compensation from Promoter or any other benefit in any other manner due to

changes made by the government authorities or planning authorities or due to delay in obtaining permissions by Promoter. The Allottee has agreed to off-set the benefit of lower pricing of Flat against any delay in future.

20.10. If Allottees wish to make a site visit before possession, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottees or to any of his family members or friends.

20.11. In the event of any alteration or change in plan the Allottee will revert with their objection in writing with their reasons within 07 days of receipt of intimation from the Promoter failing which it will be presumed that the Allottees has no objection. The Promoter will be entitled to proceed with the change/alteration.

20.12. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

21. COVENANTS OF ALLOTTEES AS TO USE OF SAID FLAT/UNIT:

The Allottee with intention to bring all persons into whosoever hands the Flat/unit may come, hereby covenants with the Promoter as follows for the said Flat/unit and also the said Project in which the said Flat/unit is situated

21.1. To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof. amounts cruelty to animals shall not be permitted in the premises. Allottees shall at its sole and absolute responsibility and liability maintain the said premises in a proper manner and take all due care needed including but

not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.

21.2. Not to store in the said Flat 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.

21.3. To carry out at his own cost all regular maintenance and internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Allottees hereby in particular agreed to shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

21.4. Not to demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat.

- 21.5.** Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 21.6.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- 21.7.** 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 said Flat by the Allottees other than specified in this agreement. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 21.8.** Allottees shall not let, sublet transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and if the Allottees has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottees shall obtain such permission from said society after the right of said Project is handed over to the said society.
- 21.9.** Allottees shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The

Allottees shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

21.10. Till handover the said project is executed the Allottees 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 Plots and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

21.11. The Allottees/s undertake hereby gives his/her/their express permission to the Promoters to raise any loan against the said total land and/or the said buildings under construction and to the same with any bank or bankers or any other financial institutions/s or any other party. This permission is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the handover of the said Project.

21.12. That the Allottee undertakes to ensure that, the society shall always, at its own cost maintain the sign boards, neon sign boards displaying its Project name **Gami** _____ installed by the promoters in any part of the project like terrace, common area and garden etc. The Society shall not change at any later stage and should always maintain the same Font, style, colour of the Project name and logo. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

21.13. Allottees are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said property by any member or their visitors. The Promoters have further specifically informed, and the Allottes have clearly understood and agreed that slaughtering of the animals, is not allowed inside the building premises.

21.14. Allottees hereby in particular agreed to rectify/resolve at its own cost any seepage of the water to the Adjacent and/or Below Premises, if the Allottee has made any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen including but not limiting to the regular filling of joints in the tiles in the said premises with white cement/epoxy to prevent water seepage.

21.15. The Allottee hereby further undertake that at the point of time when handover of the Project Deed being prepared, the Promoter shall add the relevant conditions/obligations mentioned in this agreement in the said Deed. The said clause shall be binding on the entire Society and its members.

22. MUTUAL UNDERSTANDING BETWEEN THE PARTIES:

22.1. The Parties will not resile from their respective declarations, undertakings and assurances given in this agreement and any violation shall entitle the other Party to terminate this agreement for default and all consequences shall follow as per this agreement. Allottees shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottees shall remedy the default within the period prescribed in this agreement. The Allottees shall not object to the cancellation of this agreement if the default continues.

22.2. The Promoter has explained and the Allottee has understood and accepted that the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts up to the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable. That the Allottees or the Society shall at its own cost before the expiry of such warranties, shall obtain renewal comprehensive annual maintenance contracts from various Manufacturers and Service Providers.

22.3. In case of material adverse change in any of the parameters in the said

project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

23. SEPARATE ACCOUNT:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards consideration of the said Flat/unit and that as advance or deposit, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

24. RESTRICTIVE COVENANT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the Allottees to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottees shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, building terraces, recreation, or spaces etc. will remain the property of the Promoter until the said handover of the said Project to the Society.

25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Allottee hereby grants their permission to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Flat/unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat/unit. No separate permission is required to be obtained by the Promoter from the Allottee for availing such loan and /or financial assistance subject to above terms and conditions.

26. HANDOVER OF THE BUILDING:

26.1. The Promoter is entitled to take part OC for phase wise construction of the project.

26.2. The amenities of the said project shall be handed over to society upon completion of the Project. The Allottees shall not raise any claim for the use of amenities till said Building/Project is handed over to society, although the Promoter may at his discretion allow the use of amenities to Allottees prior to such handover if such amenities are ready for use. The Allottees are aware that common amenities of the Project shall be handed over to Society which shall be shared between flat/unit owners of Project.

26.3. The charges, costs expenses for handover of said Project shall be borne by the Allottees/ unit owners in proportion to his gross usable area and that the Allottees shall come forward to accept handover of the said Project in the name of the society formed within two (02) months from the date of intimation by the Promoter.

26.4. Advocate of the promoter shall prepare the Project Handover Agreement between the Promoters and the Society with reservation of rights of the promoters reserved/retained under this Agreement.

27. ADMISSION OF ALLOTTEE IN SOCIETY:

27.1. The Allottee shall be admitted as the member of the **"Shree Balaji Co-operative Housing Society Limited"** upon payment of full consideration for the said Flat to the Promoter. The Promoter will issue a no objection certificate to the Society for admission of the Allottee as the member.

27.2. The Allottees shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the becoming a member, including the bye-laws of the Society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the Society. Any delays in signing and handing over of documents by the Allottee to the Promoter

shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

27.3. The share certificate for admitting Allottees as the member of the Society shall be issued by the Society only upon receipt of entire Consideration by Promoter from the Allottees and upon Allottee obtaining No Dues Certificate from the Promoter. However, prior to that the Allottee shall contribute to the Society's fund/membership fee as and when he/she gets possession of the flat.

28. SOCIETY MAINTENANCE CHARGES:

28.1. Commencing a week after notice in writing is given by the Promoter to the Allottees that the said Flat is ready for use and occupation, irrespective of the Allottees taking the possession of the said Flat, the Allottees will be liable for proportionate share of outgoings in respect of said Plots for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Flat plus the additional area attached to the said Flat i.e. gross usable area vis a vis total gross usable area of said Project.

28.2. The Allottees shall pay to the Promoter at the time of possession, an advance for a period as determined by the Promoter towards maintenance along with applicable GST as "common maintenance charges" for the up keep and maintenance of the said Project building. The amounts so paid by the Allottees to the Promoter shall not carry any interest and remain with the Promoter towards such expenses until the building is conveyed/ handed over to the society as aforesaid. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat/unit is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.

28.3. After the handover of the said Project / building to the Society the Allottees

shall bear and pay monthly maintenance charges directly to the society as and how demanded by society.

28.4. The Promoter shall pay all taxes and statutory dues directly with respect to the unsold flat/units. However, the promoter will not be liable to contribute or pay towards common maintenance charges for the initial period of 12 months from the date of receipt of Occupancy Certificate. There after the Promoter shall require to contribute towards common maintenance charges equally with other members.

28.5. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area OR total gross usable area of the said Flat/unit bears to the total carpet area of all flat/units in the said Land.

29. UNSOLD FLAT/UNITS AND UNALLOTTED PARKING SPACES/SYSTEM IN SAID PROJECT:

30.1 All the Unsold Flat/units including Residential and Commercial Flat/units and Unallotted Parking Spaces/System in Said Project shall be always be of the ownership of the promoters even after the handover of the Project to the society. The Society shall not have right of any kind on the said unsold and unallotted inventories of the project.

30.2 Promoter shall be inducted as a member of said society for *unsold* flat/units upon handover of the Project to society. The Promoter is entitled to all the rights of being a member of society i.e., right to attend meetings, right to vote in the meeting etc.

30.3 Allottees or society shall not be entitled to demand any transfer charge or Membership charges or any other sum of any nature from the Promoter and/or the prospective Allottees for the transfer of unsold flat/units by the Promoter to prospective Allottees.

30.4 The Society shall acknowledge all such allotments done by the Promoter to

Allottees at any later stage without raising disputes/claims of any nature. The Society shall induct the new allottees of unsold flat/units/inventories as a member of said society.

30.5 The Allottee hereby further undertake that at the point of time when there is handover of the project, the Promoters shall add the above-mentioned conditions in the handover/transfer documents. The said clause shall be binding on the entire Society and its members. The draft of said Lease handover/transfer documents shall be prepared by the Promoter through its advocates.

30. BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

31. NAME OF THE PROJECT:

31.1 Not with standing anything contained anywhere in this Agreement, it is specifically agreed between the Parties hereto that, the Promoter herein has decided to have the name of the Project "**Gami** _____" or as decided by the Promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Allottees in the said Project or proposed Common Organization are not entitled to change the aforesaid Project name and remove or alter Promoter's name board, Colour, font style in any circumstances. The Allottees in the said Project or proposed Common Organization shall at all time maintain the Project name with same Font, style, colour without any alteration to the same in any manner. This condition is essential condition of this Agreement.

31.2 The Developer is also entitled to put/fix permanent attractive signboard, glow sign of the brand name of the Promoter at the gate and/or on the plot and/or on the building for which the Promoter shall cause a separate electrical meter to be

installed.

32. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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, as the case may be.

33. RIGHT TO AMEND:

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

34. Joint Allottees:

That in case there are joint allottees, they shall be considered as joint and severable Allottees for the purpose of these clauses in this Agreement and 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 Allottees.

35. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat/unit, in case of a transfer, as the said obligations go along with the Flat/unit for all intents and purposes. That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Flat/unit

purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. In the event of any failure on his part, he shall be liable under the said acts. The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

36. INVESTOR CLAUSE:

The Allottee has purchased the said Flat/unit as an Investor. In the event the said Flat/unit is sold within the prescribed period as per Maharashtra Stamp Act, 1958 then the Allottee shall be entitled to invoke the benefit available to an Investor as per the said Act. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Flat/unit like any other Allottee if he does not sell it within the prescribed period.

37. REGISTRATION OF THIS AGREENT:

The Promoter herein shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

38. WAIVER NOT A LIMITATION TO ENFORCE:

38.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottees nor shall the same in any manner prejudice the rights of the Promoter.

38.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

39. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent 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.

40. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to

confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

41. NOTICE:

All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees and the Promoter, by Registered Post A.D/ speed post/courier. at his/her address specified below: -

ADDRESS OF ALLOTTEES

Mr. _____

Mr. _____

_____ /

_____ /

_____ .

Email: _____

Address Of Promoter

M/S. NEW PARTH DEVELOPERS

Office no.101, "Real Tech Park"

Plot No.39/2, Sector-30A

Vashi, Navi Mumbai 400 703

AND upon handing over of the possession of the said Flat to the Allottees under this agreement, all the notices on the Allottees shall be served at the address of the flat/unit handed over to the Allottees under this agreement.

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

42. JURISDICTION:

All disputes concerning this agreement shall be subject to the jurisdiction of courts in
Mumbai.

43. DISPUTE RESOLUTION:

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

44. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

45. The Purchaser/s declare that he / she / they has / have every intention to sell transfer the said premises within period of one year from the date of execution for this Agreement for sale as the 'Investor Purchaser' and to avail the benefit of the provision of remission of Stamp Duty in terms of the Article 5(ga) (ii) of the Bombay Stamp Act, 1958. The requisite stamp duty on this Agreement for sale is being paid by the Purchaser/s with right of claim remission exemption of Stamp Duty at the time of sale transfer of the said Premises within a period of one year or within such period as may be prescribed from time to time in this regard.

46. At the request of the Purchaser and subject to completion of all the formalities by the purchaser or the nominee, the purchaser have nominated **his/ her MR.** _____ of the Purchaser as the nominees for the said Gala. The Purchaser hereby nominates the above nominees to assume full rights & title for the said Gala in case of their death.

FIRST SCHEDULE

(the "**Plots**")

Plots nos. 13, admeasuring 2024.00 sq. meters or thereabout (the "**Plots**") situated at **Sector No. 18 of Nerul, Navi Mumbai-400706** within the limits of Navi

Mumbai Municipal Corporation, Registrar of Thane and bounded as under:

On or towards the North :15 mtrs wide road

On or towards the South :Plot no.22

On or towards the East :Plot no.14

On or towards the West :Plot no.12

SECOND SCHEDULE

(the "**Project**")

A structure of Ground (stilt) + 30 upper floors to be constructed on said Plot described in First Schedule hereinabove comprising of **173** nos. of residential flat/units i.e., 100 Rehab Units for existing members of Society, 70 free sale flats and 1 flat for each NMMC, CIDCO and Society all together by utilizing 9715.200 sq. meters FSI

Housiey.com

THIRD SCHEDULE
(the "*Common Amenities*")
LIST OF AMENITIES:

1) Internal Amenities

Flooring

- Vitrified flooring in all rooms.

Kitchen

- Granite kitchen platform with S.S. Sink.
- Wall tiles dado up to beam level.

Doors

- Decorative laminated flush main doors with wooden frame.
- Decorative laminated flush internal doors with wooden frame.
- Good quality door fixture and fitting.
- Decorative laminated flush Bath & WC doors with granite Moulding frame.

Bath & WC

- Designer glazed tiles dado up to beam bottom.
- Branded sanitary wares.
- Concealed plumbing with premium quality C.P. Fitting.

Windows

- Anodized aluminum sliding windows with granite sill
- Glass louvered window in toilets
- One panel mosquito prevention net.

Walls & Paints

- Gypsum finished internal wall with paint
- Acrylic emulsion paint for external walls

Electrification

- Concealed Branded copper wiring & fittings
- Provision of cable TV, Telephone Point in living & bedrooms
- Intercom Point provision in Living Room
- Modular Switches

2) External Amenities on Podium

Swimming Pool, Children Play Area, Fitness Center (Gymnasium), Recreation open Space & Society Office

Water

- Under Ground and overhead water tank with adequate water storage capacity.

Terrace

Special brickbat water proofing treatment.

FOURTH SCHEDULE

(the said "*Flat*")

Residential flat/unit bearing **Flat No.** _____ **admeasuring** _____ **Sq. Mts. Carpet area** on the ____ **Floor** along with **one car parking space** in mechanical parking system of the building in the Project Known as "**Gami** _____" being constructed on the said plot more particularly described hereinabove.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED BY _____)
BY THE WITHIN NAMED "PROMOTER"
M/S. NEW PARTH DEVELOPERS _____)
THROUGH ITS Proprietor _____)
MR. AMBALAL BHANJI GAMI _____)

IN THE PRESENCE OF

- 1.
- 2.

SIGNED, SEALED AND DELIVERED _____)
THE WITHIN NAMED "ALLOTTEES"

MR. _____
PAN NO. _____

& MRS. _____
PAN NO. _____

IN THE PRESENCE OF.....)

- 1.
- 2.

RECEIPT

Received of and from the within named purchaser/s **Mr.** _____ a sum of **Rs.** _____ /- (**rupees** _____ **only**) vide **Cheque no.** _____ **dated** _____ **drawn on** _____ **Bank**, paid by him to us being the earnest money deposit/ part payment towards the within mentioned agreed monetary consideration on the execution hereof as per the terms & conditions of this agreement. (Cheques subject to realization)

Details of cheques received by us are as following.

Sr. No	Date	Cheque No.	Bank Name	Amount
1				
2				
			TOTAL	

We say received.

Rs. _____ /-

For M/S New Parth Developers

Mr. Ambalal Bhanji Gami

Authorised signatory

List of Annexures:

- A.** Copy of plan of the Plots
- B.** Copy of the NOC from LIC / IDBI
- C.** Copy of Commencement Certificate
- D.** Copy of Title Certificate
- E.** Copy of RERA registration certificate
- F.** Copy of floor layout plan showing said flat
- G.** Certificate of the Architect.