

THIS AGREEMENT FOR SALE is made at Mumbai this ___ day of March, 2024.

BETWEEN

Indumani Infra LLP a Limited Liability Firm incorporated under provisions of the Limited Liability Partnership Act 2008 through its Designated Partner Mr. Walter Simon Fargose having registered office at 410, 4th Floor, 2/5, Moriswala Building, Saboo Siddik Road, Musafir Khana, Fort Mumbai 400001 **“THE PROMOTER”** (which expression unless it be repugnant to the context of the meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

(1) _____ **and** (2)
_____ both of Mumbai, Indian
Inhabitant/s residing at

_____, Mumbai 400 0___, hereinafter referred to as **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their, heir/s, executor/s, administrator/s and assign) of the **OTHER PART**;

OR

_____, a Company incorporated under the provision of the Companies Act, 1956 having its registered office at _____, hereinafter referred to as **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor and permitted assigns) of the **OTHER PART**;

OR

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its Registered Office at _____, hereinafter referred to **“THE PURCHASER/S”** (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its partners for the time being, their successors and the last surviving partner) of the **OTHER PART**.

OR

M/S. _____ **LLP**, a Limited Liability Partnership formed under the provisions of the Limited Liability Partnership Act, 2008 bearing **LLPIN:** _____ and **PAN:** _____, having its registered office at _____, hereinafter referred to as **“THE PURCHASERS”** (which

expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being constituting the said firm and the survivors or survivor of each of them and the heirs, executors and administrators of the last such survivor and his/her/their permitted assigns) of the **OTHER PART**;

The Promoter and the Purchasers shall individually be known as the Party and collectively as the Parties.

W H E R E A S :-

A. By Deed of Conveyance dated 6th May 1970 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Sr. No. 1636 dated 6th May 1970 registered on 7th May 1970 executed by and between Bai Maniben Amritlal Bechardas therein referred to as the Vendor of the First Part , Madhukar Natho Garge therein referred to as the Confirming Party of the Second Part and Nutan Vaishali Co-operative Housing Society Ltd., therein referred to as the Purchaser of the Third Part, the Vendors therein, at the request of the Confirming Party, sold, transferred and conveyed unto the Purchasers **All That** piece or parcel of pension and tax land or ground together with the structures shed and coconut and other trees standing thereon situate lying and being at Gopi tank without the fort of Bombay in the Registration District and Sub-District of Bombay containing by admeasurement 1146 square yards or thereabouts equivalent to 958.20 sq. mts. and bearing final Plot No. 166A, Town Planning scheme Bombay No.III, Mahim area and being a portion of the larger area admeasuring 1648.0 sq. mtrs. registered in the books of the Collector of Land Revenue under old No. 474, New No. 4280, Old Survey No. 195 and New Survey No. 2/1398A, Cadastral Survey No. 1/538 Mahim Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under 17,"G" Ward No. 4075, 4079 (1), 4079(2), 4079(3), 4079(4), 4079(5), 4079(6) and 4079 (7), and New Street No. 13F, 440, 14A, 13, 13D, 13B, 13E, and 13C and bounded on or towards the East by their Property of Ramrao Laxman Mainak, on or towards the West by the Property formerly of Haji Mohammed, Haji Sakoor and now Ramrao Laxman Mainak, on or towards the North partly by the public passage or gully and partly by the property formerly of Laxmibai Widow and executrix of the late Govind Dashrathji and now of J.R. Khatri and or on or towards the south by the Property described in the Third Schedule to the Deed of Conveyance dated 6th May 1970 and more particularly described in the Second Schedule thereunder written for valuable consideration and on the terms and conditions as more particularly mentioned therein.

- B. By a Development Agreement dated 26th September, 2023, registered with the Office of the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-2-19787-2023 dated 26th September, 2023 and executed between Nutan Vaishali Cooperative Housing Society Limited therein referred to as the Society of the First part and Indumani Infra LLP, the Promoter herein and therein referred to as the Developers of the Fourth Part and Society has granted development rights in respect of the said Property to the Promoter on terms and conditions as more particularly mentioned therein.
- C. By a Power of Attorney dated 26th September 2023 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-2-19790-2023 dated 26th September 2023, the Society authorized the Developers to do various acts and deeds with respect to redevelopment of the said Property under the Regulation of Development Control Regulation, 2034.
- D. By virtue of the aforesaid Development Agreement, the Promoter herein has become absolutely entitled to redevelop the said Property as more particularly set-out in the First Schedule hereunder written.
- E. The Promoter are redeveloping the said Property as more particularly described in the First Schedule hereunder written under Regulation 33(7)(B) of Development Control and Promotion Regulation 2034.
- F. The Promoter propose to construct on the said Property a building to be known as "**INDUMANI HEIGHTS**" consisting of two basement, Ground Floor plus 1st to 5th Podium floor for parking, Service floor between 5th podium floor and 6th floor and 16 upper Floors for rehabilitation of the Members of the Society and free sale area by utilizing the potential of the said property being FSI and compensatory, non-compensatory FSI and FSI generated from road set-back.
- G. The Brihanmumbai Municipal Corporation (BMC) had issued Intimation of Disapproval (under section 346 of the MMC Act as amended up to date) and sanctioned plans for construction of a new building dated 5th November 2024.
- H. BMC has issued Commencement Certificate dated 12th February 2025, up to plinth level as per last approved plans dated 5th November 2024.
- I. The Promoter have represented that they shall construct the building in accordance with all the approvals, sanctions, permissions and shall obtain further approvals, sanctions and permission as may be required in respect of

Residential Building to be known as “ **INDUMANI HEIGHTS**”.

- J. Pursuant to various permission granted by the Concerned Authority, the Promoter are constructing a building known as “ **INDUMANI HEIGHTS** ”, as per the layout plan and buildings plans duly sanctioned by BMC, the inspection of which has been given by the Promoter and the Allottee/s have seen and approved with such modifications as the Promoter may consider necessary or as may be required by the BMC or such concerned local authority on the said Property in accordance with the said sanctioned plan and shall sell the premises therein for residential use on “Ownership basis” or such other basis as the Promoter may in their absolute discretion deem fit and proper.
- K. The title of the Promoter herein as to the said Property mentioned in the First schedule hereunder written is certified by Diamondwala & Co, Advocates and Solicitor, as per their Legal Title Report dated 27th February 2025.
- L. The Allottee/s has/have seen the said Property prior to the execution of this Agreement. The Allottee/s has/have demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said Property including copy of the Title Report issued by Diamondwala & Co, Advocates and Solicitor of Promoter, Property Register Card, Relevant Orders, Approved Plans, IOD, CC, designs and specifications prepared by the Promoter’s Architects and all other documents as specified under the Maharashtra Ownership of Flats (Regulations of the Promoter of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and The Real Estate (Regulation and Development Act, 2016) (hereinafter referred to as the said Act) and rules made thereunder which is hereby acknowledged and confirmed by the Allottee/s. The Allottee/s is/are duly satisfied with the same and has/have no objection or requisition regarding the Title of the Promoter.
- M. The Promoter have informed to the Allottee/s and the Allottee/s is/are aware that the Promoter will redevelop the said Property by constructing building to be used for residential purpose as set out in recital “F” hereinabove as per the sanctioned plans, with such modifications thereto as the Promoter may from time to time determine and as may be approved by the concerned local bodies and authorities. The schedule of the said redevelopment will also be determined by the Promoter at their own discretion.
- N. The authenticated copy of the plan and specification of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority.

- O. The Promoter have entered into a standard agreement with Architect registered with the Council of Architects and have appointed Structural Engineer for preparation of the plans, structural designs and drawings of the said Building to be constructed on the said Property. However, the Promoter shall have the right to remove and substitute the Architects and/or Structural Engineers until the said entire Building shall be completely developed.
- P. The said building being **“INDUMANI HEIGHTS”** constructed by the Promoter on the said Property more particularly described in the First Schedule hereunder written shall be of the following description: -
- (i) Part lower basement for underground tank and fire pump room.
 - (ii) Upper basement for stack car parking.
 - (iii) Ground floor for entrance lobby/parking
 - (iv) 1st to 5th podium floor for car parking.
 - (v) Between 5th floor and 6th floor is service floor.
 - (vi) 6th floor to 21st floors residential flats.
 - (vii) Terrace floor is for swimming pool and terrace open to sky.

Q. The Allottee/s is/are fully and properly informed and is/are aware that the brochures, leaflets, handouts, presentations, advertisements, oral or written representations made by or on behalf of the Promoter and any other such informative material provided by the Promoter (hereinafter referred to as “the informative material”) are for the sake of convenience and for representation of concept and that the same is likely to be changed, modified etc. from time to time and printed in different formats. The Allottee/s is/are aware that such informative material shall not form part of this Agreement and that the informative material will cease to be of any consequence for all purposes whatsoever, on execution of this Agreement and that this Agreement, the terms and conditions hereof supersede all such informative material and contents thereof. The Purchaser/s, prior to execution of this Agreement, have seen the said Property. The Purchaser/s has demanded inspection/information from the Promoter and the Promoter has given inspection to the Purchaser/s of the documents of title by which the Promoter has acquired right and title to develop; all the approvals and sanctions issued by relevant authorities for the development of the said Property; RERA certificate; such other documents as are specified under RERA and the Rules and Regulations framed thereunder and all other documents as demanded by the Purchaser/s. The Purchaser/s have also examined and caused to examine all

documents, information, plans uploaded by the Promoter on the website of MahaRERA viz. www.maharera.mahaonline.gov.in and have understood the information and documents in all respects.

R. The principal and material aspects of the said Real Estate Project as disclosed by the Promoter are briefly stated below-

- (i) The said Real Estate Project is a single composite building of rehabilitation and sale.
- (ii) The Purchaser/s has perused a copy of the Layout Plan of the which specifies the location of the building to be built on the said Property specifying the proposed total FSI proposed to be utilized on the Project Land and also, the tentative locations where common areas, facilities and amenities, and other open and built-upon spaces are proposed to be situate.
- (iii) The scheme and scale of development proposed to be carried out by the Promoter on the said Property is in accordance with applicable law as amended from time to time.
- (iv) The Promoter shall endeavor to admit the Purchaser as member of the existing society known as Nutan Vaishali Co-operative Housing Society Limited.
- (v) The nature of development of the said Property will be phase wise and would constitute a mixture of users as may be permissible under applicable laws from time to time.
- (vi) The Promoter would be entitled to aggregate any contiguous land parcels with the development of the said Property, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (vii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the said Property in full or in part, as may be required by the applicable laws from time to time.
- (viii) The Promoter has entered into and/or shall enter into such Agreement with other person/s and/or parties in respect of the sale of Flat, car parking spaces, etc. in the said Building/s.

- S. The Promoter shall allot in any logical manner the car parking spaces, of the said Real Estate Project to any prospective part/ies for their exclusive use.
- T. The Allottee/s has/have full knowledge of the details and documents specified hereinabove and having fully understood the said disclosure made by the Promoter and the Allottee/s has/have expressed desire to purchase and acquire a Residential Premises being Flat No. __, admeasuring __ sq. mts. RERA Carpet area (Carpet area means the net usable floor area of flat, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Flat) on the " _ " Floor in the said Building to be named as "**INDUMANI HEIGHTS**" to be constructed on the said Property along with __ car parking space/s in the said building (hereinafter referred to as the "**the said Flat**") and more particularly described in the Second Schedule hereunder written for the consideration of Rs. _____/- (Rupees _____ Only) and on the terms and conditions hereinafter appearing.
- U. The Promoter have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide a registration number _____ hereto annexed.
- V. Under Section 13 of the said Act the Promoter/s is/are required to execute a written Agreement for Sale of said Flat with the Allottee/s, being these presents for the sale of the Flat in the proposed Building and also to register the said Agreement under the Registration Act, 1908.
- W. 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.
- X. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- Y. The list of annexures attached to this Agreement are stated hereinbelow:

Annexure “1”: Copy of Intimation of Disapproval (I.O.D.).

Annexure “2”: Copy of Commencement Certificate (C.C.).

Annexure “3”: Copy of Legal Title Report.

Annexure “4”: Copies of Property Card and Index II showing the name of the Promoter, as Owner/Developer.

Annexure “5”: Specifications of the said Flat in the said Real Estate Project.

Annexure “6”: Copy of RERA Registration Certificate.

Annexure “7”: Partners’ Resolution authorizing the partners of the Promoter mentioned herein to enter into this Agreement.

Z. 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/s hereby agrees to purchase the Flat.

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

1. The Promoter shall construct a building to be known as **“INDUMANI HEIGHTS ”** as per the layout plan and buildings plans sanctioned by the BMC on the said Property in accordance with the plans, designs, specifications approved by the Planning Authority from time to time so as to enable the Promoter to consume the full building potential of the said Property in accordance with the approved/ proposed plans. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. **Purchase of the Flat:**

2.1. **Consideration:**

2.1.1. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a residential flat No. ____ admeasuring

_____ sq. metres carpet area on _____ Floor in the building “**INDUMANI HEIGHTS**” along with _____ car parking space which is hereinafter referred to as “**the Flat**” and more particularly set-out in the **Second Schedule** hereunder written and as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____ including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.

2.1.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-

2.1.3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces / mechanical parking space/ garage bearing Nos admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs..... /.

2.1.4. The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (_____ Rupees _____) and shall be deposited in RERA Designated Collection Bank Account A/c No-777705156591, in

ICICI Bank, Tardeo Branch having IFS Code ICIC0000356 situated at 78,Commerce Center, Tardeo Road, Opp HPCL Petrol Pump, Tardeo, Mumbai-400034. In addition to the above bank account, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 777705156592 and 777705156593 respectively in the following manner: -

Amount	Percentage	Schedule of Payment
Rs._____/-	not exceeding 30% of the total consideration)	after the execution of Agreement.
Rs._____/-	not exceeding 45% of the total consideration)	on completion of the Plinth of the building or wing in which the said Flat is located
Rs._____/-	not exceeding 70% of the total consideration)	on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
Rs._____/-	not exceeding 75% of the total consideration)	on completion of the walls, internal plaster, floorings doors and

		windows of the said Flat.
Rs. _____/-	not exceeding 80% of the total (consideration)	on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.
Rs. _____/-	not exceeding 85% of the total (consideration)	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building;
Rs. _____/-	not exceeding 95% of the total (consideration)	on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain

		and all other requirements as maybe prescribed in this Agreement.
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2.2. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price/ consideration amount shall be an essence of the contract. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence.

2.3. In the event such payment is not made within the prescribed period of 15 days, then on the expiry of 15 days, the Allottee/s shall be liable to pay interest as set-out under MahaRERA from the date of default till payment.

2.4. The Allottee/s shall pay to the Promoters, the said consideration stated in clause 2.1.2. in instalments after deduction of and/or withholding such amount towards Tax Deducted at Source ("TDS"), if applicable, which is currently 1% (one per cent) of the amounts to be paid to the Promoters (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making respective payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961, as amended. The Allottee/s agrees and undertakes to produce to the Promoter, respective TDS Certificates (Form 16B) evidencing payments of such respective TDS, within a period of 21 (Twenty One) days from the respective dates of such payments of TDS made by the Allottee/s and/or before the end of the respective Financial Year in which such payments of TDS would have been made, whichever is earlier, and in any event, prior to taking possession of the said Premises. It is specifically agreed that in the event of default on the part of the Allottee/s in making payment of TDS and/or producing the respective TDS Certificates for the same within 21 (Twenty-One) days from the date of payment and/or before the end of the respective Financial Year in which such payments of TDS

would have been made and/or prior to taking possession of the said Premises, as the case may be and as specified herein, then the Allottee/s shall be deemed to have not paid the TDS and hence, shall be liable to deposit with the Promoters, the amount equivalent to the amounts aggregating to the TDS deemed to be unpaid (in respect whereof, respective TDS Certificates shall not have been produced to the Promoter), without interest, on or before taking possession of the said Premises, which amount shall be refunded by the Promoter to the Allottee/s on the Allottee/s's producing the respective TDS Certificates.

2.5. Even if the Allottee/s has/have obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Flat (which requires the prior written approval of the Promoters), the Allottee shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other amounts payable under this Agreement to the Promoters, as and when due, even if the loan or part thereof is not disbursed by the Bank/Financial Institution for any reason whatsoever.

2.6. The Allottee/s further agrees that the Promoter shall not in any way be liable or responsible for the repayment of the loan taken by the Allottee/s. All costs in connection with the procurement of the Loan and creation of a mortgage over the said Flat and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Flat to which the Allottee/s has no objection and hereby waives his/her/their right to raise any objection in that regard.

2.7. The Allottee/s hereby expressly agrees that so long as the loan and the total consideration remains unpaid / outstanding, the Allottee/s subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Flat in any manner whatsoever without obtaining prior written permission of the Promoters and / or the relevant banks / financial institutions which have advanced the Loan. The Promoter shall not be liable for any of the acts of omission or

commission of the Allottee/s which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee/s to inform the ultimate organization about the lien / charge of such banks / financial institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

2.8. The Allottee/s indemnifies and hereby agrees to keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

2.9. The Allottee/s declares and confirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the Allottee/s shall be treated as one single person / entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

2.10. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.

2.11. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- 2.12. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ MCLR + 2% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 2.13. The Promoters are entitled to amend or vary the redevelopment scheme or layout, for optimal use of the available development potential and/or as may be required by the Planning Authority or any other concerned authority from time to time subject to prior a of the approval Allottee/s as required under the said Act. The Promoters have further informed the Allottee/s that in the event of the layout in respect of the said Building would be amended; there may be variation in the area of the said Premises to the extent of (±) 3% (Plus or Minus three percent). It is however, specifically agreed between the Promoters and the Allottee/s that if the area of the said Premises would increase or decrease on account of change in layout/plans as contemplated herein, the consideration amount as specified hereinabove shall remain unchanged.
- 2.14. The Promoter shall confirm the final carpet area that has been Allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3%) three percent.
- 2.15. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. All payments, required to be made under this Agreement (except as otherwise provided) shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of the **“M/s. INDUMANI INFRA LLP”**. The payments towards Service Tax/GST shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of the **“M/s. INDUMANI INFRA LLP”**, unless otherwise informed by the Promoters

to the Allottee/s in writing. No payment made otherwise than as aforesaid, shall be valid or binding against the Promoters.

2.16. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.17. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as per the approved plans annexed hereto and Promoter has planned to utilize Floor Space Index so as to consume the entire FSI and TDR and/or FSI available on payment of premiums and/or Ancillary FSI as mentioned in the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed that the entire Floor Space Index available under the name of Basic FSI and TDR and/or Premium FSI and/or Ancillary FSI to be utilized by them on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter Only.

4. **Defaults:**

4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from

the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s 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/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

- 4.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/there proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement.
- 4.3. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of their 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/s 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.
- 4.4. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter or towards taxes) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Promoter.
5. The fixtures and fittings regarding the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat as are set out in Annexure "8" annexed hereto.
6. The Promoter shall give possession of the Flat to the

Allottee/s on or before 31st December, 2029, If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above 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 Flat on the aforesaid date, if the completion of building in which the Flat 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.

PROCEDURE FOR TAKING POSSESSION –

6.1. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on their behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

6.2. The Allottee/s shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Flats are ready for use and occupancy.

6.3. Failure of Allottee/s to take Possession of Flat: Upon receiving a written intimation from the Promoter as set-out hereinabove, the Allottee/s shall take possession of the Flat from 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/s. In case the Allottee/s fails to take possession within the time provided hereinabove, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

6.4. If within a period of five years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are 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 their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The benefit of this clause shall not be available to the Allottee/s who has carried out changes contrary to the instruction/s.

7. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/commercial/shop (as may be applicable). He/ She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

8. **FORMATION OF A SOCIETY OR ASSOCIATION OR A LIMITED COMPANY:-**

8.1. The Promoter shall take steps to make Purchaser/s a member of the Society known as Nutan Vaishali Cooperative Housing Society Limited. The Allottees along with other Allottees of Flats in the building shall join as members of the Society and for this purpose shall from time to time sign and execute the application for membership and the other papers and documents necessary and shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottees, so as to enable the Promoter to take necessary steps.

8.2. The Promoter shall, within 12 months of securing Occupation Certificate hand over possession of the Building to the Society.

8.3. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in

proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution to be decided by the Promoter at the time of delivering possession towards the outgoings. The amounts paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a possession of the Building is handed over to the Society. On such hand over of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

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

i) Rs. _____/- for share money, application entrance fee of the Society.

ii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society.

iii) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society.

iv) Rs. _____/- for Deposit towards Water, Electric, and other utility and services connection charges &

v) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.

The Allottees shall pay to the Promoter a sum as may be decided by the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter.

10. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- 10.1. 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;
- 10.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 10.3. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 10.4. There are no litigations pending before any Court of law with respect to the project land or Project;
- 10.5. 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;
- 10.6. 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/s created herein, may prejudicially be affected;
- 10.7. 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 which will, in any manner, affect the rights of Allottees under this Agreement;
- 10.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling

the said Flat to the Allottee/s in the manner contemplated in this Agreement;

10.9. 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;

10.10. 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.

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

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

11.2. Not to store in the 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

11.3. To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the

same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

11.4. Not to demolish or cause to be demolished the 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

11.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

11.6. 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 project land and the building in which the Flat is situated.

11.7. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their 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 Flat is situated.

11.8. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority,

on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold.

11.9. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

11.10. The Allottee/s shall observe and perform all the rules and regulations which the 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the 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.

11.11. Till a possession of the building in which Flat is situated is handed over to the Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

12. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12.1. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with

the agreed terms of payment.”

13. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottees shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.
14. Till the possession of the said property and the said building is handed over, the Promoters shall be entitled with or without workmen, surveyors agents and others, at all reasonable times, to enter into the said Flat and the said Building or any part thereof which may affect the stability of the structure and elevation of building with a view to and examine the state and conditions thereof;
15. The Promoter may sell, transfer or assign all their rights, title and interest in the said property (subject to the rights and interests created in favor of the Allottee/s) in respect of the unsold flats in the said Building but without in any manner affecting the Allottee's rights.
16. The Promoters hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings, etc. on any open spaces/common areas in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoters may desire. The said right shall continue to subsist even after the handover of the possession of the said building in favor of the society.
17. **INDEMNIFICATION BY THE ALLOTTEE/S:**

The Allottee/s shall indemnify and harmless, and keep indemnified and harmless the Promoters, from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by the Promoters, directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement; and (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and/or the said

Property and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his agents, servants, tenants, guests, invitees, contractors (including their sub-contractors) and/or any person or entity under his control and (d) from Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. NON-RESIDENT ALLOTTEE/S:

The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale /transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA/FERA as amended from time to time. The Promoters accept no responsibility / liability in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment / remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said Flat applied for herein in any way and the Promoters shall be issuing the payment receipts in favor of the Allottee/s only.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement. The Promoter shall not mortgage or create a charge on the Flat 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/s who has taken or agreed to take such Flat.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as

the said obligations go along with the Flat for all intents and purposes.

24. SEVERABILITY

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

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

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

26. 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.

27. PLACE OF EXECUTION

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

28. The Allottee/s and/or Promoter shall present this

Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

29. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or under Certificate of Posting or by email at their respective addresses specified first hereinabove.

It shall be the duty of the Allottee/s 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 or email failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

30. **JOINT ALLOTTEE/S**

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

31. **STAMP DUTY AND REGISTRATION:**

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

32. **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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. **GOVERNING LAW:**

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

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(the said Property)

ALL THAT piece or parcel of pension and tax land or ground situate lying and being at Gopi Tank without the Fort of Bombay in the Registration District and Sub-District of Bombay containing by admeasurement 1146 square yards or thereabouts equivalent to 958.20 sq. mts. and bearing final Plot No. 166A, Town Planning scheme Bombay No. III, Mahim area and being a portion of the larger area admeasuring 1648.0 sq. mtrs. registered in the books of the Collector of Land Revenue under old No. 474, New No. 4280, Old Survey No. 195 and New Survey No. 2/1398A, Cadastral Survey No. 1/538 Mahim Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under 17,"G" Ward No. 4075, 4079 (1), 4079(2), 4079(3), 4079(4), 4079(5), 079(6) and 4079 (7), and New Street No. 13F, 440, 14A, 13, 13D, 13B, 13E, and 13C and bounded as follows:

on or towards the East :- by the Property of Ramrao Laxman Mainak,

on or towards the West :- Public Road

on or towards the North :- Public Road or

on or towards the south :- FP No. 166B by the Property described in the Third Schedule

to the Deed of Conveyance

Dated 6th May

1970

THE SECOND SCHEDULE ABOVE REFERRED TO:

SAID FLAT

a Residential Premises being Flat No. __, admeasuring __ sq. mts. RERA Carpet area (Carpet area means the net usable floor area of flat, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Flat) on the " _ " Floor in the said Building to be named as " _ " to be constructed on the said Property along with __ car parking space/s in the said building (hereinafter referred to as the "**the said Flat**").

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common areas)

The nature, extent and description of common areas

Sr.	Types of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed date of Handover for Use	Size/Area of the Common Areas Provided
i.	Entrance lobby			As per sanctioned plans
ii.	Lift lobby			As per sanctioned plans
iii.	Staircase			As per sanctioned plans

and facilities.

A.) Description of the common areas provided:

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

Sr.	Type of facilities/ amenities provided	Phase name/ number	proposed Date of Occupancy Certificate	Proposed Date of handing over to the society/ common organization	size/ area of the facilities	FSI utilized or free of FSI
i.					As per plan	

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Types of facilities/ amenities provided	Phase name/ number	proposed Date of Occupancy Certificate	proposed Date of handing over to the society/ common organization	size/ area of the facilities/ amenities	FSI utilized or free of FSI
i.	NA					

D.) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

Sr.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	RG Area				

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/stretcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger carrying capacity weight (kg)	Speed (mtr/sec)
i.	Passenger Lift		_ pax	_ mtr/sec

<p>SIGNED AND DELIVERED</p> <p>By the within named</p> <p>“THE PROMOTER”</p> <p>M/S. INDUMANI INFRA LLP</p> <p>Through its Designated Partner</p> <p>MR. _____</p>	
<p>SIGNED AND DELIVERED</p> <p>By the within named</p> <p>“THE PURCHASER/S”</p> <p>MR. _____</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p>

in the presence of 1. 2.	
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Housiey.com

DATED THIS _____ DAY OF MARCH
2025

AGREEMENT FOR SALE

BETWEEN

M/S. Indumani Infra LLP
.....PROMOTER

AND

MR. _____

..... ALLOTEE/S

Diaondwala & Co.
Advocates & Solicitor
4th Floor, Lentin Chambers,
Dalal Street, Fort,
Mumbai-400 001

