

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai on this _____ day of _____, **2023** between **M/S. INTEGRATED RESIDENCES LLP (PAN : AAIFI7531G)** a limited liability partnership incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act, 2008, vide LLP Identification No.**AAW-4774** having its registered office at D-201, Karma Sankalp, Corner of 6th & 7th Rd, Opp. Somaiya College Gate, Ghatkopar (East), Mumbai - 400077, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof mean and include it's successors and assigns) of the **FIRST PART** and **NEELKANTH PRAKASH CO-OPERATIVE HOUSING SOCIETY LIMITED (PAN : AAABN0290K)** a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 vide registration No.**BOM/HSG/4850/1976** having its registered address at Plot No.54, Garodia Nagar, Vallabhbaug Lane, Ghatkopar (East), Mumbai - 400077 through its duly authorized Managing Committee Members, hereinafter referred to as **“THE SOCIETY”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **SECOND PART** **MR/MRS./MISS/M/S ----- (PAN : -----) AND MR/MRS./MISS/M/S ----- (PAN : -----)** Indian Inhabitant/s having his/her/their address at ----- hereinafter referred to as the **‘FLAT PURCHASER/S’** (which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and permitted assigns/their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

W H E R E A S :-

- a) Smt.Sulochanadevi Vijaykumar (hereinafter referred to as the '**said Original Owner**') was the owner of, seized and possessed of or otherwise well and sufficiently entitled to the plot of land bearing **C.T.S.No.195/53, Plot No.54 bearing Survey No.249 and Hissa No.2** of Village Ghatkopar, Taluka : Kurla in the Registration District and Sub-District of Mumbai Suburban and lying, being and situate at the Garodia Nagar, Vallabhbaug Lane, Ghatkopar (East), Mumbai – 400077 (hereinafter referred to as “**the said Land**”).
- b) By a Conveyance Deed dt.30th March 1972 executed between Sulochanadevi Vijaykumar therein referred to as the First Party and Snehalata Dhirajlal Dedhia therein referred to as the Second Party; registered under Serial No.**BOM/R 1742/1972** on 21st April 1972 at Sub-Registrar's Office at Mumbai. The First Party has conveyed the land in favour of the Second Party.
- c) Ms. Snehalata Dirajlal Dedhia entered into the partnership with (i) Mohan Velji Patel, (ii) Madhav Velji Patel and (iii) Nanji Devji Patel who were carrying on business as builders and contractors in the firm name and style of M/s. Devang Builders.
- d) M/s. Devang Builders constructed a building known as “**Neelkanth Prakash**” comprising of Ground + Three Upper floors consisting of 11 Residential tenements and occupied by 11 members on the said Land in accordance with the approved plan. M/s. Devang Builders sold all constructed flats to various prospective buyers by entering into Agreement under Section 4 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 who in turn formed a Society namely **Neelkanth Prakash Co-operative Housing Society Limited** which was registered under Serial No.HSG/4850/1976 under the provisions of Maharashtra Co-operative Societies Act, 1961 (hereinafter referred to as the said Old Building). The said Land alongwith the said Old Building shall collectively hereinafter be referred to as the “**said Property**” and more particularly described in the **First Schedule** hereunder written and delineated on the plan thereof hereto annexed and marked as **Annexure : A** and thereon shown surrounded by **Red colour** boundary line.The photocopy of Society Registration Certificate dt.31.05.1976 is annexed hereto and marked as **Annexure : B**.
- e) Meanwhile, the Government of Maharashtra has amended the Maharashtra Ownership Flats Act, 1963 (MOFA) and provided for the deemed conveyance under Section 11 (3) and 11 (4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- f) Since, the Original Owner failed to convey the said Property in favor of the Society and the Original Owner was also not traceable after due diligent search, the Society filed an application under the provisions of Sub-Section (3) of Section 11 of MOFA before the Hon'ble District Deputy Registrar Co-operative Societies-II at Navi Mumbai (“**the Competent**

Authority”) for issuing a Certificate of Entitlement to the Society to have an unilateral deemed conveyance executed and registered in its favor.

- g) The Competent Authority scrutinized the application of the Society U/s 11 of MOFA 1963 and issued notices to the Vendors/Confirming Party/Promoter/ Builder/Developer/Owners and their legal heirs at the last known addresses, and as a matter of abundant caution, issued notice in the Marathi and English Newspapers, inviting the objections/claims against the said Property and to show cause why deemed conveyance order should not be issued in favor of the Society for the said land alongwith building thereon.
- h) The Competent Authority vide Order Cum Certificate bearing No.3225/2021 dated 22.10.2021 certifying that, the Society is entitled to Unilateral Conveyance of the said Property. Further the Society obtained letter u/s.88 /1939 dated 18.07.2022 from The Honble District Deputy Registrar Co-operative Societies-II, Navi Mumbai.
- i) Thereafter the Deemed Deed of Conveyance dt.**18.07.2022** was executed between M/s. Devang Builders (therein referred to as the Builders/Contractors) of the First Part, Sulochanadevi Vijaykumar (therein referred to as the Plot Owner/Vendor) of the Second Part, Mrs. Snehlata Dhirajlal Dadia (therein referred to as the Plot Owner/Vendor) of the Third Part and Neelkanth Prakash Housing Society Ltd. (therein referred to as **“the Purchaser”**) of the Fourth Part which was registered with Sub-Registrar of Assurances under Serial No.**KRL1-15951-2022 dated 26.08.2022**. The First Part, Second Part and Third Part have agreed to assign, sell, transfer and convey the said Property in favour of the building unto and to the members of Fourth Part for the terms and conditions mentioned therein.
- j) The Society was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Old Building and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land as the Deemed owner thereof. All the existing members have granted their individual consents in favor of the Developer for undertaking the redevelopment of the said Property.
- k) The property card of the said Property stands in the name of the Society. The copy of property card is annexed hereto and marked as **Annexure : C**.
- l) By an Agreement for Development dated **30.09.2022** registered with Sub-Registrar Assurances at **Kurla-3** under Serial No.**KRL3-17311-2022 on 30.09.2022** made between the Society (therein also referred to as the **Society**) of the **One Part** and the Developer herein (therein also referred to as the **Developer**) of the **Second Part** and all the existing members of the Society (therein referred to as the Member/s) of the Third Part. The Society has granted full and exclusive rights and permission to redevelop the said Land in favour of the Developer for the consideration and upon the terms and conditions mentioned therein (hereinafter referred to as the '**said Agreement for Development**'). Upon execution of the said Agreement for Development, the Society had granted irrevocable licence to enter upon the said Property to the Developer to carry out development of the said Property. The copy of Index II of registered Agreement for Development is annexed hereto and marked as **Annexure: D**.

- m) Along with the said Development Agreement, the Society had also executed an Irrevocable Power of Attorney dated 30.09.2022 (hereinafter referred to as “**the Power of Attorney**”) in favour of the Developer, for doing various acts, deeds, matters and things in relation to undertaking the redevelopment of the said Land as envisaged under the Development Agreement. The Power of Attorney is registered with the Sub-Registrar of Assurances at Kurla under Serial No.**KRL3-17312-2022 dt.30.09.2022**.
- n) The Development Agreement and the Power of Attorney are hereinafter collectively referred to as “**the Development Documents**”.
- o) Thus, the Society has vide the Development Documents, granted in favour of the Developer the exclusive rights and entitlement to undertake the redevelopment of the said Land and has authorised the Developer to construct on the said Land a new multi-storied building (hereinafter referred to as “**the said New Building**”) by using and utilizing the entire available Floor Space Index (hereinafter referred to as “**FSI**”) emanating from the said Land and also by consuming any additional FSI as may be available and consumable on the said Land, in accordance with the applicable provisions of the Development Control Regulations and the Development Plan as may be framed and applicable from time to time under the Maharashtra Regional and Town Planning Act, 1966 or any statutory modifications or re-enactment thereof, as may be permitted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the “**MCGM**”) and/or the concerned Planning Authority, or other relevant authorities and other applicable provisions of law, as elaborated in the said Development Agreement. The term “**Planning Authority**” wherever the same appears in this Agreement shall mean a planning authority or special planning authority or designated planning authority or appropriate authority, as may be authorised to approve plans for construction of buildings and authorized to issue development permission in respect of the said Land under the provisions of the Maharashtra Regional and Town Planning Act, 1966; and the said term shall include without limitation the MCGM and/or any other concerned authority.
- p) The Society at its Special General Body Meeting has allotted the various flats to be constructed in the said New Building amongst all the existing members of the Society as per the terms of the Development Documents.
- q) The M.C.G.M. has published draft Development Plan and draft Development Control and Promotion Regulation for the period starting from year **2011 to 2034** (hereinafter referred to as the ‘**said DCPR-2034**’). After inviting suggestion and objection on the provisions of draft said DCPR-2034 from public at large, the Urban Development Department (hereinafter referred to as the ‘**said UDD**’) has sanctioned DP 2034 and said DCPR-2034 excluding substantial modifications vide it’s Notification bearing **No.TPB-4317/629/CR-118/2017/DP/UD-11 dtd.08.05.2018** issued u/s.31(1) of M.R.&T.P. Act 1966 which came into force **w.e.f. 01.09.2018**. Thereafter the said UDD has sanctioned EPS of said DCPR-2034 vide it’s Notification bearing **No.TPB-4317/629/CR-118(III)/2017/EP(DCPR)/UD-11 dt.21.09.2018** which came into force **w.e.f 24.10.2018**. Subsequently the said UDD has corrected the errors and omissions in the said DCPR-2034 vide it’s Corrigendum bearing **No.TPB-4317/629/CR-118(III) 2017/EP/(DCPR)/UD-11** dated **12.11.2018** which came into force **w.e.f. 13.11.2018**.

- r) The Developer propose to construct building consisting of **Stilt Floor + Nine or more Upper floors** on the said Property partly for rehabilitation of existing members of the Society and partly for sale for Residential use by consuming and utilising Zonal FSI, Incentive FSI in lieu of Rehab Component as per DCPR 33(7)(B), admissible additional FSI upon payment of premium, admissible TDR FSI and consequential 35% fungible FSI consist of free fungible FSI of rehabilitation component and upon payment of premium for free sale component of the said Property as well as incidental additional construction thereto on payment of premium in accordance with the said DCPR, 2034 and/or any amendment thereto that may be sanctioned by the Government and as per the building plans (including any amendment thereto) that may be sanctioned by the Building Proposal Dept. of M.C.G.M.
- s) The Developer through it's Architect has prepared plans for the building consisting of **Stilt + 4 (Part) Upper floors** to be constructed on the said Property and submitted same to Building Proposal Dept. of M.C.G.M. for approval which was approved by the Building Proposal Dept. of M.C.G.M. subject to complying terms and conditions mentioned in Intimation of Disapproval bearing No.**P-9668/2021/(195/53)/N WARD/GHATKOPAR/IOD/1/NEW** dated **30.12.2022**. The copy of the Intimation of Disapproval dated **30.12.2022** issued by Building Proposal Dept. of M.C.G.M. is annexed hereto and marked as **Annexure: E**.
- t) Thereafter, the Developer has executed Agreement for Alternate Accommodation with each individual members of the Society to provide them permanent alternate accommodation in lieu of the premises in their possession in the building to be constructed on the said Property and registered the aforesaid agreement for alternate accommodation with the concerned Sub Registrar of Assurances. The Developer shall demolish the old building standing on the said Property upon obtaining physical possession of premises from the respective Members of the Society.
- u) According to the provisions of said DCPR 2034, the Developer is entitle to consume **(i) 575.00 sq.mtrs.** of Zonal (Basic) FSI **(ii) 110.00 sq.mtrs.** of Incentive FSI in lieu of Rehab Component as per DCPR 33(7) (B) **(iii) 292.50 sq.mtrs.** Slum & Reservation TDR FSI **(iv) 287.50 Sq.mtrs.** Additional FSI upon payment of premium **(v) 197.11 Sq.mtrs.** Free Fungible FSI of rehabilitation component and **(vi) 245.64 Sq.mtrs.** Fungible FSI upon payment of premium as recited hereinabove, the Developer through its Architect/License Surveyor has prepared revised plan for the building consisting of **Stilt + Nine or more upper floors** to be constructed on the said Property by consuming **1707.75 Sq.mtrs. FSI** and submitted same to the Building Proposal Dept. of M.C.G.M. which was approved by the Building Proposal Dept. of M.C.G.M. vide letter bearing **No.-----** dated ----- subject to terms and condition mentioned therein. The copy of letter dated-----issued by the Building Proposal Dept. of M.C.G.M. is annexed hereto and marked as **Annexure : F**.
- v) According to the provisions of said DCPR 2034, the Developer became entitled to consume **(i) 575.00 Sq.mtrs.** Zonal FSI of the said Property **(ii) 442.75 Sq.mtrs.** Fungible FSI consist of free fungible FSI of rehabilitation component and upon payment of premium for free sale component of the said Property as well as incidental additional construction thereto on payment of premium in accordance with the said DCPR-2034 and/or any

amendment thereto that may be sanctioned by the Government and as per the building plan (including amendment thereto) that may be sanctioned by the Building Proposal Dept. of M.C.G.M.

- w) The Developer has commenced the construction of building known as **'NEELKANTH PRAKASH'** or any other name as may be decided by the Developer consisting of Stilt Floor + Nine or more upper Floors (hereinafter as aforesaid referred to as the **'said New Building'**) on the said Property. In the premises aforesaid the Developer alone is entitled to develop the said Property and have the sole and exclusive rights to sell the flats, offices, shops etc. in the said New Building to be constructed by the Developer on the said Property and to receive the sale price in respect thereof.
- x) The title of the Developer in respect of the said Property has been certified by Adv Prayag Joshi by his Title Certificate dated 19.05.2023. The copy of Title Certificate dated 19.05.2023 is annexed hereto and marked as **Annexure: G.**
- y) The Developer has appointed Shri Sureshkumar B.S., Architect registered with the Planning Authority to prepare plans for the building and seek approval thereof from the Planning Authority and Shri. Rajan C.Tipnis as Structural Engineer who is registered with the Planning Authority for preparing structural designs, drawings and specification for the building to be constructed on the said Property. The Flat Purchaser/s accepts the supervisions of above referred Architect and Structural Engineer till the completion of said New Building unless otherwise replace by some other Consultant/Professional.
- z) Prior to execution hereof, the Flat Purchaser/s demanded from the Developer and the Developer has given to the Flat Purchaser/s inspection of all the documents of title relating to the said Property including the above recited Deemed Deed of Conveyance, sanctioned plans, design, specification and other documents as specified in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under (hereinafter referred to as the **'said MOFA'**) and such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under (hereinafter referred to as the **'said RERA'**).
- aa) The Flat Purchaser/s has satisfied himself/herself/themselves about the title of the said Property and Developer's right to develop the said Property and has accepted the above recited Title Certificate and the Flat Purchaser/s hereby confirms that he/she/they shall not be entitled to raise any requisition or objection or have any dispute in that behalf.
- ab) The Developer has registered the proposed development of the said Property with the Real Estate Regulatory Authority (hereinafter referred to as the **'said RERA Authority'**) under Registration No ----- and uploaded all the requisite information as envisaged under the said RERA on said RERA Authority website. The copy of Certificate of Registration dated -----issued by the said RERA Authority is annexed hereto and marked as **Annexure : H.**

- ac) The Flat Purchaser/s applied to the Developer for allotment of Flat bearing No.----- admeasuring ----- Sq.ft. RERA carpet area on-----Floor of the said New Building to be constructed on the said Property which is shown by **Red Colour hatches** on the Typical Floor Plan annexed hereto and marked as **Annexure: I** (hereinafter referred to as '**the said Flat**').
- ad) The Flat Purchaser/s has/have agreed to purchase the said Flat with full knowledge of terms and conditions mentioned in the above recited documents including the said Agreement for Development and various approvals, permissions and sanctions in respect of the development of the said Property and construction of building thereon.
- ae) Relying upon the said application, declaration and agreement, the Developer has agreed to sell to the Flat Purchaser/s, the said Flat at the price and upon the terms and conditions hereinafter appearing.
- af) On or before execution of these present, the Flat Purchaser/s has paid to the Developer a sum of ₹._____/ - (**Rupees** _____ **Only**) being part payment/earnest money or deposit (the payment and receipt whereof the Developer do hereby admits and acknowledges) leaving ₹._____/ - (being the balance sale price) to be paid in the manner hereinafter appearing.
- ag) In this Agreement the term '**Flat**' shall include flat, shop, office or any other premises or rights hereby agreed to be sold and the term 'Flat Purchaser' shall include the flat purchaser, shop purchaser, office purchaser or purchaser of any other premises or rights hereby agreed to be sold and also include the plural and the feminine gender of the Flat Purchaser.
- ah) Under the **said MOFA** and the said RERA, the Developer is required to execute written Agreement for Sale for the sale of the said Flat with the Flat Purchaser/s, being in fact these present and upon this agreement lodged for registration under the Registration Act, 1908 with the concerned Sub-Registrar of Assurances by the Flat Purchaser/s and the Developer being informed in writing about the same, the Developer is required to admit the execution thereof before the Sub-Registrar concerned.
- ai) The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Developer has commenced the construction of building to be known as '**Neelkanth Prakash**' or any other name as may be decided by the Developer consisting of **Stilt + Nine or more upper floors** on the said Property bearing **C.T.S.No.195/53, Plot No.54 bearing Survey No.249 and Hissa No.2** admeasuring 575.00 square meters or thereabouts situated, lying and being at Garodia Nagar, Vallabhbaug Lane, Ghatkopar (East), Mumbai – 400077 in the revenue Village of : **Ghatkopar**, Taluka : **Kurla**, Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and more particularly described in the **First Schedule** hereunder written which is shown by Red Colour Boundary Line on the plan annexed hereto and marked as **Annexure : A** (hereinafter as aforesaid

referred to as the '**said Property**') in accordance with the sanctioned plans, designs, specifications approved by the Building Proposal Dept. of M.C.G.M. which has been seen and approved by the Flat Purchaser/s with such variations and modifications as Developer may consider necessary or as may be required by the Building Proposal Dept. of M.C.G.M./the concerned local authority/the Government provided that the Developer shall obtain prior consent in writing of the Flat Purchaser/s in respect of such variations or modifications which may adversely affect the said Flat agreed to be purchased by the Flat Purchaser/s.

2. The Flat Purchaser/s has agreed to purchase from the Developer and the Developer has agreed to sell to the Flat Purchaser/s a premise bearing **Shop/Flat No.-----** admeasuring ----- **Sq.ft.** RERA carpet area (which is inclusive of ----- **Sq.ft.** carpet area of balconies, if any) on ----- **Floor** the building to be known as '-----' to be constructed on the said Property which is shown by **Red Colour hatches** on the typical floor plan annexed hereto and marked as **Annexure : I** and more particularly described in the **Second Schedule** hereunder written (hereinafter as aforesaid referred to as the '**said Flat**') for the price of ₹.-----/- (**Rupees ----- Only**) inclusive of ₹.-----/- being the proportionate price of common areas and facilities appurtenant to the said Flat and the nature, extent and description of the common areas and facilities are more particularly described in the **Third & Fourth Schedule** hereunder written. The Flat Purchaser/s hereby agrees to pay to the Developer the said price of ₹.-----/- (**Rupees ----- Only**) in the following manner :-

- (i) ₹.-----/- (**Rupees ----- Only**) being 20% as earnest money or deposit on or before execution of these presents (the payment and receipt whereof the Developer do hereby admit and acknowledge and acquit, release and discharge the Flat Purchaser/s from the same and every part thereof).
- (ii) ₹.-----/- (**Rupees ----- Only**) being 55% within_____days from the date of execution of this Agreement.
- (iii) ₹.-----/- (**Rupees ----- Only**) being 5% on Completion of **Internal & External Brick Masonry Work** of the said Flat.
- (iv) ₹.-----/- (**Rupees ----- Only**) being 5% on Completion of **Internal and External Plaster Work** of the said Flat.
- (v) ₹.-----/- (**Rupees ----- Only**) being 5% on Completion of **Flooring and Tiling Work** of the said Flat.
- (vi) ₹.-----/- (**Rupees ----- Only**) being 5%

on Completion of **Internal & External Plumbing and Electrification Work** but excluding fixing of accessories of the said Flat.

(vii) ₹.-----/- (**Rupees ----- Only**) being **5%** against **physical possession** of the said Flat.

 ₹.-----/- (**Rupees ----- Only**)
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The Flat Purchaser/s shall pay the amounts as aforesaid on it's due dates without any fail and without any delay or default as time in respect of the payments is the essence of the contract. The Developer shall forward to the Flat Purchaser/s intimation of the Developer having carried out the aforesaid work at the address given by the Flat Purchaser/s in this Agreement and the Flat Purchaser/s shall be bound to pay the amount of instalments within eight days of the Developer dispatching such intimation under Certificate of Posting at the address of the Flat Purchaser/s as given in **Clause No.43** of this Agreement. However in the event of delay in making the payment on it's due date, in such case the Flat Purchaser/s shall be liable to pay interest @ **12%** for the delayed payment for the delayed period.

Provided further that the amount deducted by the Flat Purchaser/s towards Tax Deducted at Source (TDS) as per the Income Tax Law shall be acknowledge by the Developer only upon the Flat Purchaser/s submitting the original Tax Deduction Certificate and provided that the amount mentioned in such Tax Deduction Certificate matches with the Income Tax Department site.

3. Simultaneously with the execution hereof, the Flat Purchaser/s shall pay **GST (Goods and Service Tax)** or any other taxes which may be levied as per the prevailing law. However in the event of revision in GST or any new taxes effected by the Government at any time in future same shall be borne and paid by the Flat Purchaser/s only.

4. The Developer propose to provide puzzle car parking system in ----- Floor of the said New Building for parking of vehicle as per the parking layout plan approved by the Planning Authority out of which the Developer hereby allot **Parking Slot/Space No.-----** in ----- Floor being incidental to the said Flat at free of cost to the Flat Purchaser/s to park his/her/their vehicle which is shown by **Red Colour hatches** on the Parking Floor plan annexed hereto and marked **Annexure: J** and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the '**said Parking Space**'). The Flat Purchaser/s shall not be entitle to park his/her/their vehicle anywhere else and he/she/they shall be liable to pay the Property Tax, Maintenance Charges in respect of said Parking Space as may be assessed by the local body or as may be determined by the Society. The Flat Purchaser/s shall only be entitled to transfer the said Parking Space along with the said Flat in favour of third party.

5. The Developer hereby declare that they have availed loan from -----
--- (hereinafter referred to as the '**said -----**') and as a security for repayment of loan amount, the Developer have mortgaged the said Property together with building to be constructed thereon in favour of the said ----- . As such the said ----- shall have first charge on the said Property together with building to be constructed thereon. As per the arrangement agreed between the Developer and the said ----- the Flat Purchaser/s shall have to pay all the instalment amount mentioned in **Clause No.2** hereinabove by cheque drawn in favour of -----
-----**A/C**. However in the event of Flat Purchaser/s intend to avail housing loan from any financial institution in such case the Developer shall obtain No Objection from the said ----- in favour of such financial institution to create charge on the said Flat.

6. It is agreed that the Flat Purchaser/s shall be entitled to the common areas along with the said Flat and nature, extent and description of such common areas and facilities appurtenant to the said Flat agreed to be sold are set out in the **Third Schedule** hereunder written.

7. It is expressly agreed that the Flat Purchaser/s shall be entitled to the limited common areas along with the said Flat and the extent, nature and description of such limited common areas which the Flat Purchaser/s will enjoy in the limited common areas appurtenant to the said Flat agreed to be sold are set out in the **Fourth Schedule** hereunder written.

8. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the Planning Authority at the time of sanctioning the plans and the amended sanctioned plans or thereafter and before handing over possession of the said Flat to the Flat Purchaser/s. The Developer shall obtain from the concerned local authority occupation and/or completion certificate in respect of the said Flat.

9. The Developer hereby declares that they are developing the said Property and constructing the said New Building in accordance with the sanctioned plans and amended sanctioned plans by consuming Floor Space Index as specified in recital and the Floor Space Index available on the said Property is not utilised by the Developer elsewhere.

10. The Flat Purchaser/s confirms that the Developer has given to the Flat Purchaser/s full, free and complete inspection of all the documents of title relating to the said Property including the above recited Deemed Deed of Conveyance, said Agreement for Development sanctioned plans, amended sanctioned plans, designs, specifications, various permissions and orders, etc. and such other documents as are specified under the said MOFA and said RERA and the rules made thereunder.

11. The title of the Developer in respect of the said Property has been certified by Adv Prayag Joshi by his Title Certificate dated 19.05.2023. The copy is annexed hereto and marked as **Annexure: G**. The Flat Purchaser/s hereby further confirms that he/she/they shall not be entitle to raise any requisition or

objection in respect of the title to said Property and the rights of the Developer to develop the said Property and sell the premise in the said New Building.

12. The Developer will try to provide exact carpet area as mentioned in this agreement to the Flat Purchaser/s, however in case of planning constraint 3% variation shall be allowed and in the event of variation in the area of said New Premises i.e. deficient in carpet area or increase in carpet area shall be compensated by either party at the price agreed under this agreement which shall be payable by either side at the time of handing over of physical possession of the said New Premises to the Flat Purchaser/s.

13. It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings and amenities as set out in the **Fifth Schedule** hereunder written and the Flat Purchaser/s confirms that Developer shall not be liable to provide any other specifications, fixtures and amenities in the said Flat. It is specifically agreed by the Flat Purchaser/s that if any extra fittings, fixtures or amenities are required by the Flat Purchaser/s then the Flat Purchaser/s shall inform in writing to the Developer (Developer may in its discretion entertain and act even on an oral request) and if it is possible for Developer, then Developer at its sole discretion may provide the same at the extra cost/price after the Flat Purchaser/s depositing such extra cost/ price with Developer and for such additional bills raised by Developer shall be final.

14. The Flat Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence or for such other purpose that may be permitted by the concerned Local Authority/Planning Authority. The Flat Purchaser/s shall use the said Parking Space, if any, allotted to him/her/them alongwith the said Flat for the purpose of parking his/her/their own vehicle only. The Flat Purchaser/s shall not use the said Flat for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises nor for any illegal or immoral purpose. The Flat Purchaser/s agrees not to change the user of the said Flat without obtaining prior consent of the Society in writing and without approval from the concerned Local Authority/Planning Authority.

15. The Developer shall be entitled to sell the premises in the said New Building for the purpose of using the same as Bank, Dispensaries, Nursing Homes, Hospitals, Polyclinics, Maternity Homes or for any other residential or non-residential purposes and the Flat Purchaser/s shall not object to the use of other premises in the said New Building for the aforesaid purposes by the purchaser thereof.

16. The Flat Purchaser/s confirms that the installments payable by the Flat Purchaser/s under these presents shall be paid on the due dates without any delay or default as the time in respect of payment of installments and all amounts payable under these presents to the Developer is the essence of the contract. If the Flat Purchaser/s makes delay or default in making payment of any of the instalments or amounts, the Flat Purchaser/s shall pay to Developer the interest @ **12% (Twelve percent)** per annum on all such amounts and

instalments from the date of default till payment and/or receipt thereof by Developer without prejudice to Developer's other rights in law and under these presents. It is further agreed that on the Flat Purchaser/s committing three defaults in payment on the due date of any amount due and payable by the Flat Purchaser/s to Developer under this Agreement (including his proportionate share of taxes, rates, cesses, betterment charges and other outgoings) and/or the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement. **PROVIDED ALWAYS** that the power of termination hereinabove contained shall not be exercised by the Developer unless and until Developer shall have given to the Flat Purchaser/s fifteen days prior notice in writing 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 this Agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice. **PROVIDED FURTHER** that upon termination of this Agreement as aforesaid, Developer shall refund to the Flat Purchaser/s the instalments of sale price of the said Flat which may till then have been paid by the Flat Purchaser/s to the Developer but Developer shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by posting the cheque to the Flat Purchaser/s by Developer on the address mentioned in **Clause 43** hereunder written by Registered Post Acknowledgement Due (R.P.A.D.) or Under Postal Certificate (U.P.C.), the Developer herein shall be at liberty to dispose off and sell the said Flat to such person or party and at such price and on such terms and conditions as Developer may in their absolute discretion think fit and the Flat Purchaser/s shall have no right in that behalf. However the rights given under this clause to Developer herein shall be without prejudice to any other rights, remedies and claims whatsoever available to Developer against the Flat Purchaser/s under this Agreement and/or otherwise.

17. Subject to Flat Purchaser/s making full payment of the sale price of the said Flat and all other amounts payable under this Agreement to the Developer, the Developer shall give possession of the said Flat to the Flat Purchaser/s on or before ----- . The Developer shall be liable on demand to refund to the Flat Purchaser/s the amounts received by them in respect of the said Flat with simple interest thereon @ 12% (twelve percent) per annum from the date Developer received the same till the date of repayment if Developer herein fail to give possession of the said Flat by the aforesaid date to the Flat Purchaser/s on account of reasons beyond their control and beyond the control of their agents provided further that the dispute if any between the parties hereto about the breach of the stipulations specified in said RERA shall be referred to the RERA Authority. Till the entire amount and interest thereon is refunded by the Developer to the Flat Purchaser/s the same shall subject to prior encumbrances, if any be a charge on the said Property and the said New Building that may have been constructed or that may be under construction thereon in which the said Flat is situated or is to be situated provided further that Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date if the

completion of the said New Building is delayed on account of reasons beyond their control and or of it's agents and force majeure conditions including :-

- (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.

It is agreed that upon refund of the consideration amount together with interest as stated hereinabove, the Flat Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against Developer or against the said Flat or against the said Property in any manner whatsoever and the Developer shall be entitle to deal with or dispose off the said Flat to any person or party as Developer may desire in it's absolute discretion. In the event of application of force majeure condition, the Flat Purchaser/s shall not raise any dispute/s under any Court of Law and/or with any Competent Authority.

18. The Developer shall handover physical possession of the said Flat on receipt of the entire consideration amount mentioned under this present (including his proportionate share of taxes, rates, cesses, betterment charges and other outgoings) and on execution hereof and upon registration of this Agreement with the concern Sub Registrar of Assurances upon payment of Stamp duty.

19. The Flat Purchaser/s shall take possession of the said Flat within seven days of Developer giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation and upon the Flat Purchaser/s taking possession of the said Flat, the Flat Purchaser/s shall have no claim against Developer as regards the quality, quantity of building materials used for construction of the said Flat or the building in which the said Flat is located or the nature of construction or location or design or specifications of the said Flat or the building in which the said Flat is located. Provided that if within a period of five years from the date of handing over possession of the said Flat to the Flat Purchaser/s, the Flat Purchaser/s brings to the notice of Developer of any defects in the said Flat or the building in which the said Flat is situated or the material used therein or any unauthorised change in the construction of the said New Building, then wherever possible such defect or unauthorised change shall be rectified by Developer at it's own cost and in case it is not possible to rectify such defect or unauthorised changes, then the Flat Purchaser/s shall be entitled to receive from Developer reasonable compensation for such defect or change. The Developer shall be under no liability whatsoever and howsoever arising, and whether under this present or at law in respect of defects in the said New Building or said Flat and or any part thereof, that appears after completion of the said New Building or any part thereof, where such defect are the results of **(i)** normal wear and tear which include shrinkage **(ii)** improper operation and maintainance of building/s or any part or portion thereof **(iii)** unauthorise addition or alteration carried out in the premises by the Flat Purchaser/s **(iv)** where such defects are the result of gross negligence, fraud, criminal or willful action **(v)** natural calamity or act of God **(vi)** Flat Purchaser/s choose to avail raw flat from the Developer.

20. The Flat Purchaser/s shall take possession of the said Flat within Seven days from the date of receipt of intimation from the Developer failing which the

Flat Purchaser/s shall be liable to pay all the taxes, charges, outgoings etc. in respect of the said Flat as well as prorata share of taxes, charges, outgoings etc. in respect of the said New Building after expiry of **07 days** from the date of receipt of intimation from the Developer.

21. The Developer shall deliver the possession of said Flat as aforesaid provided all the amounts due under this Agreement and otherwise at Law are

paid by the Flat Purchaser/s to Developer and the Society and all necessary papers for possession to be given to various authorities or as required by the Developer are duly filled in, signed, executed and delivered by the Flat Purchaser/s on or before taking possession.

22. The Flat Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the said Flat. Thereafter, the Flat Purchaser/s shall have no claim against Developer in respect of any item or work in the said Flat or in the said New Building or in the said Property which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications, and/or this Agreement and/or otherwise howsoever in relation thereto.

23. The Developer have made full and true disclosure of the nature of it's right to develop the said Property as well as encumbrances, if any, including any right, title or interest or claim of any party in or over the said Property. The Developer hereby agrees and undertakes to convey the said New Building in favour of the Society **within four months** from the date of admission of last purchaser of premises in the said New Building as it's the member. However if the Developer fails to convey the said New Building within prescribed time frame in such case, on expiry of Four months from the date of admission of last purchaser/s of premises in the said New Building as it's members, the said New Building stands automatically conveyed in favour of the Society till then the Developer shall have exclusive rights in the said New Building save and except common area appurtenant to the said Flat.

24. From the date of issue of Occupation Certificate to occupy the said Flat or from the date of taking over physical possession of the said Flat, whichever is earlier, the Flat Purchaser/s hereby agrees and undertakes to pay to the Society his/her/their proportionate share (i.e. in proportion to the floor area of the said Flat) of all outgoings in respect of the said Flat, the said New Building and the said Property including local taxes, N.A. taxes, cesses, betterment charges or such other taxes levied by the concerned local authority and/or Government, water charges (including that for supply by water tankers and/or by boring) insurance charges, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, accounting charges and all other expenses, necessary and incidental to the administration, management and maintenance of the said Property and the said New Building. The Flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

25. The Developer shall contribute only Property Tax as may be assessed by the Assement Dept. of 'N' Ward of M.C.G.M. in respect of unsold premises and shall not be liable to pay or share the maintenance charges and outgoings as mentioned hereinabove in any way in respect of the unsold Premises.

26. The Flat Purchaser/s shall on or before taking possession of the said Flat from Developer, deposit and keep deposited with the Developer following amounts :-

- | | | |
|-------|----------|--|
| (a) | ₹-----/- | contribution towards legal charges. |
| (b) | ₹-----/- | toward entrance fee to become a members of the Society which shall be paid to the Society directly. |
| (c) | ₹-----/- | towards subscription of Society's share which shall be paid to the Society directly. |
| (d) | ₹-----/- | Contribution towards Corpus Fund/Matching Fund @ ₹.100/- per Sq.ft. of carpet area for ----- sq.ft. carpet area of the said Flat which shall be paid to the Society directly. |
| (e) | ₹-----/- | Contribution towards Development Charges @ ₹.-----/- per Sq.ft. for -----Sq.ft. RERA Carpet area of the said Flat payable to the Developer. |
| (f) | ₹-----/- | Contribution towards IOD deposit and other deposits paid to Planning Authority from time to time payable to Developer. |
| (g) | ₹-----/- | Reimbursement of Water Meter Deposit, Electricity Meter Deposit, Switch Gear, Panel and Cable charges etc to be paid to Utility Provider payable to Developer. |
| (h) | ₹-----/- | Advance contribution towards Monthly outgoings to be paid to the Society (----- sq.ft. * Rs.----- * ----- months) |
| Total | ₹-----/- | (Rupees ----- Only) |
| | ===== | |

The Flat Purchaser/s shall pay the Goods and Service Tax or any other tax as may be applicable alongwith the amount mentioned in **Clause No.26** hereinabove.

27. The Developer shall utilise the sum of ₹.-----/- collected under Clause **26 (a)** from the Flat Purchaser/s for meeting all legal costs, charges, expenses, out of pocket expenses including professional costs of Advocates and Solicitors for preparing documents for transfer of said New Building as provided hereinabove in favour of Society. The amounts mentioned in **Clause 26 (e), (f) & (g)** are non-refundable.

28. Any amount by way of premium or security deposits payable to the Municipal Corporation of Greater Mumbai or to the State Government or to any

other authority or betterment charges or development charges/tax, security deposit for the purpose of getting water connection, drainage connection, electricity connection or any other taxes or payments of a similar nature including I.O.D. deposit, electric deposit, occupation deposit or any other deposit already paid or that may hereafter be paid by Developer before Flat Purchaser/s taking possession of the said Flat shall be reimburse by the Flat Purchaser/s to the Developer in proportion to the area of the said Flat and in determining such amounts decision of Developer shall be conclusive and binding upon the Flat Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Flat Purchaser/s may be called upon to pay by the Developer in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station, making and maintaining of internal road and access to the said Property, drainage etc. from time to time till the charge of the said Property with the said New Building is handed over to the co-operative society. The Developer shall not be responsible for the forfeiture of I.O.D. Deposit or any other penalty or fine imposed by the concerned local authority or the Government on account of unauthorised alteration or addition that may be made by the Flat Purchaser/s or by the Purchasers of any other premises in the said New Building constructed on the said Property. To secure the Developer to reimburse the deposit paid or that may hereafter be paid by them as referred to in this paragraph the Flat Purchaser/s shall deposit with Developer a sum of ₹-- -----/- (**Rupees -----Only**) as mentioned in **Clause 26 (f) & (g)** hereinabove.

29. Notwithstanding anything contained in this Agreement the Flat Purchaser/s hereby agrees to contribute/to pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the **Sixth Schedule** hereunder written and such share shall be determined by the Developer herein having regard to the area of the said Flat.

30. If the Developer is unable to give the possession of the said Flat to the Flat Purchaser/s on account of reasonable cause or circumstances beyond their control the Flat Purchaser/s shall not be entitled to any damages whatsoever but he/she/they shall be entitled to the remedies available under the **said MOFA** or the said RERA.

31. The Flat Purchaser/s for himself/herself/themselves with intention to bind all persons unto whosoever's hands the said Flat may come doth hereby covenant with the Developer as follows :

- a. To maintain the said Flat at the Flat Purchaser/s's own cost in good and tenantable repair and conditions from the date on which possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said New Building, its staircase or its passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make

addition in or to the said New Building in which the said Flat is situated and the said Flat itself or any part thereof.

- b. Not to store in the said Flat any goods which may be of hazardous, combustible or dangerous nature or which are so heavy as to damage the construction or structure of the said New Building or storing of such goods is objected by the concerned local or any other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the said New Building including its entrances. In case any damage is caused to the said New Building or the said Flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breaches.
- c. To carry out at his own cost all 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 Developer to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the said New Building or the said Flat which may contravene the rules and regulations and bye-laws of the concerned local authority or any other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. 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 whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said New Building and shall keep the portion, sewers, drains, pipes of the said Flat and appurtenances thereto in good and tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the said New Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members of the said Flat without the prior written permission of Developer/Society.
- e. Not to do or permit to be done any act or things which may render void or voidable any insurance of the said Property and the said New Building or any part thereof or whereby any increased premium become payable in respect of such insurance.
- f. 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 said New Building.
- g. 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 public authority on account of

change of user of the said Flat by the Flat Purchaser/s viz. user for any purposes other than for residential purpose.

- h. The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with the Flat Purchaser/s's interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Flat Purchaser/s to the Developer under this Agreement are fully paid and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has intimated in writing to Developer/Society and has obtained permission to that effect in writing from the Developer/Society.
- i. The Flat Purchaser/s shall observe and perform all the rules and regulations which the Society has adopted and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and flats therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j. Till a conveyance or any other document of transfer of the said Property is executed in favour of the Society as provided hereinabove, the Flat Purchaser/s shall permit the Developer and it's surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Flat, the said New Building and said Property or any part thereof to view and examine the state and conditions thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order and good condition and infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said Flat or the building/wing in which the said Flat is located and for the purpose of laying down, maintaining, repairing, testing, drainage lines, water pipes and electric wires and for similar purposes.

32. The Flat Purchaser/s shall be bound to sign, execute and deliver all documents, deeds, writings, forms and papers and to do all other things, as the Developer may require him to do from time to time in this behalf for safeguarding the interest of the said Property, the said New Building and other Premises and the persons acquiring the other flats and other premises and for effectively carrying out the provisions of this Agreement.

33. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Flat Purchaser/s alone. The Flat Purchaser/s is fully aware of the provisions of the amended Bombay Stamp Act which came into force with effect from 10th December, 1985 and thereafter. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty, if any is required to be paid or is claimed by the Superintendent of Stamps/Collector of Stamps or concerned authority, the same shall be borne and paid by the Flat Purchaser/s alone. The Developer herein shall not be liable to contribute anything towards the same nor shall the Flat Purchaser/s hold the Developer liable and/or responsible towards the said liability. The Flat Purchaser/s shall indemnify the Developer against any claim from the stamp authorities or other concerned authorities in respect of the stamp duty including penalty, if any to the extent of the loss or damage that may be suffered by the Developer. The Flat Purchaser/s shall also fully reimburse the expenses that may be incurred by the Developer in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Developer or vice-versa for non-payment and/or under payment of stamp duty by the Flat Purchaser/s.

34. The Original agreement hereof shall remain with the Flat Purchaser/s. The Flat Purchaser/s shall present this Agreement with concern Sub Registrar of Assurance for registration within time limit prescribed under the Registration Act, 1908 and Developer shall attend such Sub Registrar of Assurance's office and admit execution hereof upon receipt of an intimation of being lodge for registration from the Flat Purchaser/s.

35. Atleast 15 days prior to the time of registration of Deed of Conveyance or any document or instrument of transfer of the said New Building constructed on the said Property, the Flat Purchaser/s shall pay to the Developer the Flat Purchaser/s's share of stamp duty and registration charges and all other costs of and incidental thereto payable, if any, on the conveyance or any document or instrument of transfer of the said New Building constructed on the said Property to be executed in favour of the Society as provided hereinabove.

36. **IT IS HEREBY EXPRESSLY AGREED AND PROVIDED** that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Flat Purchaser/s in respect of the said Flat, Developer herein shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off it's right, title or interest in the said New Building and the said Property. The Developer at its own option shall be free to construct additional structures like Office for Co-operative Society, Underground and/or Overhead Tanks, Watchman Cabin, Toilet units for domestic servants, Fitness Centre etc., the location of which are not particularly marked upon the Ground Floor Plans or Layout Plan of the said Property. The Flat Purchaser/s shall not interfere with the rights of Developer by raising disputes or Court Injunctions under the **said MOFA** and the said RERA and/or under any other provision of any other applicable law. The Developer herein shall always be entitled to sign undertakings and indemnities on behalf of the Flat Purchaser/s as required by the Planning Authority, State

or Central Government or Competent Authorities under any law concerning the development of said Property and construction of said New Building thereon.

37. The Developer hereby declare that, in order to consume entire scope of permissible FSI potential on the said Property, the Developer couldn't propose open spaces all around the building as specified in the said DCR, 1991 or said DCPR-2034. The plan for the said New Building has been approved by the Building Proposal Dept. of M.C.G.M. upon condoning open spaces requirement all around the building by charging open space deficiency premium. The Flat Purchaser/s hereby agree for not to raise any objection or file complaint with the Building Proposal Dept. of M.C.G.M. during the construction of said New Building or after completion of construction work of the said New Building for such deficient open spaces all around the said New Building on any ground of whatsoever nature.

38. The Developer hereby reserve its right to consume entire permissible Floor Space Index as has been permitted under the said DCPR 2034. However in the event the Developer could not use the entire permissible FSI as per DCPR 2034 on the said Property due to planning constraint, in such case the Developer hereby reserve its rights to assign unconsumed Floor Space Index (permissible FSI) to any other adjoining property owners in lieu of the consideration amount and the Flat Purchaser/s shall not object to such assignment of unconsumed permissible FSI to any third party under any circumstances.

39. The Developer have proposed **(i)** Society Office and **(ii)** Fitness Centre in the said New Building which has been approved by the Building Proposal Dept. of M.C.G.M. The Developer hereby agreed to handover Society Office and Fitness Centre to the Society at free of cost for use of its members on or before execution of conveyance as provided herein, which the Society shall use for its intended purpose and the same shall be binding on the Society and its members or whosoever derive title through the members of the Society.

40. The Flat Purchaser/s and the person to whom the said Flat is permitted to be transferred shall from time to time, sign all applications, papers and documents and to do all acts, deeds and things as Developer or the co-operative society may require.

41. The Flat Purchaser/s and the persons to whom the said Flat is permitted to be transferred with the written consent of Developer shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Society and the additions, alterations, or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or public bodies. The Flat Purchaser/s and persons to whom the said Flat is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by Society regarding the occupation and use of the said Flat and the said Property and shall pay and contribute regularly and

punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

42. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developer shall not be construed as a waiver on the part of Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

43. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge Developer herein if sent to the Flat Purchaser/s under Certificate of Posting at the address specified below;

MR/MRS./MISS/M/s. -----
MR/MRS./MISS/M/s. -----

44. Nothing contained in these presents shall be construed to confer upon the Flat Purchaser/s any right, title or interest of any kind whatsoever into or over the said Property and the said New Building or any part thereof and such conference to take place only upon execution of Deed of Conveyance or any other documents for transfer to convey the said New Building in favour of Society as provided hereinabove.

45. The Flat Purchaser/s shall have no claim save and except in respect of the particular premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired i.e. all other areas including stilt, open spaces, lobbies, staircase etc. and unutilized F.S.I., if any or the F.S.I. that may be granted by the Building Proposal Dept. of M.C.G.M. and the building contemplated to be built as aforesaid will remain the property of Developer until the said New building is conveyed in favour of the Society as provided hereinabove subject to the rights of the Developer as contained in this Agreement.

46. The Flat Purchaser/s shall at no time demand partition of his/her/their interest in the said New Building and/or the said Property. It is being hereby agreed and declared by the Flat Purchaser/s that his/her/their interest in the said New Building and the said Property is impartible.

47. The Developer herein shall in respect of any amount remaining unpaid by the Flat Purchaser/s under the terms and conditions of this Agreement shall have a first lien and charge on the said Flat agreed to be purchased by the Flat Purchaser/s.

48. It is expressly agreed that the Developer shall be entitled to erect hoarding with or without illumination/glow sign/digital/electronic screen etc. at its own cost and upon obtaining necessary approvals from the concern authority on the terrace floor of the said New Building or any exterior surface of the said New Building to be constructed on the said Property or any part thereof at appropriate location to derive mass visibility for the purpose of its own branding for which the Developer and its agents with or without workmen at all reasonable time shall be entitled to have access to the terrace floors of the said New Building or to the said Property to view and examine the state and condition of such hoardings and/or for maintenance, repairing, improving, rebuilding, cleaning etc. to keep such hoarding in good condition. The Developer hereby specifically agrees that they shall not assign their rights to construct hoarding in favour of third party and/or display commercial advertisement other than its own group companies or social message without obtaining written consent from the Society to be formed of the Flat Purchaser/s and shall bear and pay the property tax or any other tax as may be assessed by the concern authority or any other expenses attributed for such hoarding either to the Society or to such concern authority directly.

49. The Flat Purchaser/s hereby agrees and confirms that the Developer at its own discretion shall be entitled to construct residential premises with or without terrace, garden house along with one or more terraces and/or garden house, pent house with or without open terraces attached thereto which the Developer shall be entitled to sell to the prospective purchaser(s) along with right to use adjacent one or more terraces. The Flat Purchaser/s hereby agrees for not to object for the use of such adjacent one or more terraces exclusively by the prospective purchaser(s) of such terrace flat, pent house or garden house. However in the event of overhead tank, lift machine room or any other essential services are being constructed or laid within any of the terraces adjacent to such garden house, pent house, terrace flat or path or access passing through such terraces adjacent to such garden house, pent house, terrace flat, in such case the Society shall be entitled to depute its representative to go to such terraces or pass through such terraces for check up, upkeep and or for carrying out repair and maintenance of over head tank, lift machine room or any other services, at all reasonable time and/or during such time as may be usually agreed upon by the purchaser(s) of such terrace flat, pent house or garden house.

50. It is agreed that Developer shall be entitled without affecting the rights of the Flat Purchaser/s to the said Flat including the area thereof to revise the building plans in respect of the said New Building and the Flat Purchaser/s hereby irrevocably agree to the right of Developer to modify the building plans in respect of the said Property from time to time.

51. The Flat Purchaser/s shall not decorate the exterior of the said Flat otherwise than in a manner agreed to with Developer under this Agreement.

52. It is specifically agreed that the said New Building shall always be known as '**NEELKANTH PRAKASH**' or any other name as may be decided by the

Developer and the name of the co-operative society if require shall always be known as '**NEELKANTH PRAKASH CO-OPERATIVE HOUSING SOCIETY LTD.'** and the same shall not be changed without the written permission of Developer.

53. In the event, the Developer could not sell all the premises which are available for free Sale in the said New Building constructed on the said Property, in such case, the Flat Purchaser/s and Society hereby agrees and confirms that any allottee or purchaser of premises from Developer shall be admitted as the members of the Society on being called upon by Developer without payment of any premium or any additional charges save and except (i) ₹.500/- towards subscription of share (ii) ₹.100/- towards entrance fees and (iii) ₹.----- toward Corpus Fund and such allottee/ purchaser or transferee thereof shall not be discriminated or treated prejudicially by the members of Society. This Agreement shall always be subject to the provisions of the said MOFA and the said RERA and the rules made thereunder.

54. This Agreement shall always be subject to the provisions of the said MOFA and the said RERA and the rules made thereunder.

55. The Flat Purchaser/s hereby has nominated **Shri/Smt.** _____ being the _____ of the Flat Purchaser/s as his/her/their nominee who will be entitle to take physical possession of the said New Premises and or to comply with the obligation of this agreement in the event of death of the Flat Purchaser/s prior to taking over physical possession of the said New Premises and/or admission as members of the Society as the case may be. However, during this period it is specifically agreed between the parties hereto that the Flat Purchaser/s shall be entitle to change the nomination at any time by giving notice to the Developer in writing to that effect and or his/her/their nominee or legal heirs shall be further entitle to nominate their nominee/s in the event of death of Flat Purchaser/s and or such nominee/s nominated by the Flat Purchaser/s.

56. The Flat Purchaser/s shall on execution hereof pay to _____ the brokerage calculated at the rate of 2% on the consideration hereof.

IN WITNESS WHEREOF the Common Seal of the Developer has been affixed hereunto and the Flat Purchaser/s has hereto have hereunto set and subscribed his/her/their hands on the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :
(AS THE 'SAID PROPERTY')

ALL THAT piece and parcel of land bearing **C.T.S.No.195/53, Plot No.54**, admeasuring **575.00 sq.mts** (as per Property Register Card) lying, being and situate at Garodia Nagar, Off. 90 feet Road, Ghatkopar (East), Mumbai - 400 077 alongwith a ground plus 3 upper storied building known as "Neelkanth Prakash" or any other name as may be decided by the Developer in possession of the Society of village : **Ghatkopar, Taluka : Kurla**, in the Registration District

and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows :-

- On or towards the East : Existing Road
- On or towards the West : CTS No.195/52
- On or towards the North : Existing Road
- On or towards the South : CTS No.195/60

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(SCHEDULE OF THE SAID FLAT AND SAID PARKING SPACE)**

A Residential premises being Flat bearing No.----- on ----- floor admeasuring ----- sq.ft. RERA carpet area and **Parking Space No.-----** in ----- Floor (being incidental to the said Flat at free of cost) in building known as - ----- to be constructed on said Property situated, laying and being at Garodia Nagar, Off. 90 feet Road, Ghatkopar (East), Mumbai - 400 077 in the revenue Village of : **Ghatkopar**, Taluka : **Kurla**, Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai.

Booking Date	:	
Property SAC No.	:	
RERA No.	:	

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
COMMON AREAS**

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said Flat (save and except parking space/garage)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Pro-rata right along with all the purchasers of premises in the said Property and in limited common areas and facilities i.e. to say :

- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall.

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO :
CONSTRUCTION SPECIFICATION AND AMENITIES**

1 RCC WORK

- i The RCC structure shall be framed structure designed for earthquake resistance with all due consideration for dead load, wind forces and seismic forces applicable for Zone IV as per relevant IS code and National Building code
- ii All the RCC works viz. Pile Foundation Open Footings, RCC Plinth beams, Floor, Beams, RCC Columns, Staircase, Lift well, RCC Over Head Tanks, Under Ground Tanks, Lift Machine Rooms, RCC Loft over Bathrooms, W.C. & Kitchen etc. shall be as per IS 456 and shall be designed for Earth Quake Forces and Wind Forces as per IS 1893 and as per Drawing
- iii The type of construction / foundation will be as per the geological soil investigation report
- iv The structural design shall also be approved by the Architect and Structural Consultant
- v The minimum grade of concrete for all RCC work shall be as per approved by Structural Engineer
- vi The minimum grade of reinforcing steel shall be Tor FE 500 of ISI make or as approved by Structural Engineer
- vii The minimum grade of cement used in RCC shall be of grade 53 ordinary Portland cement for structural work. Cement used in non-structural work shall be of grade 43 / 53, ordinary / Pozzolanic Portland cement. Cement Grade and type will in accordance to the advice of RCC Consultant
- viii Columns on RAFT foundation as per Structural Engineers requirement
- ix Horizontal tie beams at the stilt level thereby enhancing the structural stability of the building
- x Appropriate and approved construction admixtures & concrete additives shall be used to protect the reinforcement from corrosion
- xi P.C.C. Plinth level floor P.C.C. Foundation. Grade of Concrete shall be in accordance with the advice of RCC Consultant

2 STRUCTURE

- i All external walls shall be 150 mm thick Autoclaved Aerated Concrete (AAC) Blocks or bricks (6") with thin bed mortar
- ii All internal walls shall be minimum 100 mm thick Autoclaved Aerated Concrete (AAC) Blocks or bricks (4") with thin bed mortar
- iii Internal Walls between Flats shall be of minimum 150 mm thick AAC Blocks
- iv All Toilet internal walls to be of AAC Blocks, and having thickness

as specified in respective architect plans

- v All internal surfaces shall be finished with cement plaster. Followed by Birla Putty or Equivalent Finishing, to gain smooth surface. Final Paint shall be applied later
- vi All External surfaces shall be finished with River Sand : cement plaster applied in two coats, and made out of 53 grade PPC cement. Second coat will be mixed with waterproofing compound. It will be cured with water for 7 days
- vii The plot shall be filled to make formation level & the stilt level as per approved architect plans, and as per requirement at site

3 Common

- i Designer entrance lobby shall be with combination of Italian Marble or Indian Marble or Granite including full height dado as per approved Architects design
- ii Two automatic high speed lift as specified in approved drawings
- iii Designer lift lobby to be provided at all floors including Granite or Marble jambs or natural stones around lift openings at all floors
- iv Provision for fans in common passage
- v Cabling for local video cable connection or DTH connection to all units shall be provided
- vi Cabling for MTNL telephone line shall be provided to all units
- vii Decorative number plate shall be provided to all flats at all floors
- viii Letter boxes for all flat owners shall be placed at appropriate location as specified
- ix The staircase area shall be provided with mid-landing and landing flooring of combination with Anti Skid Vitrified Tiles or Natural Stone or Granite and Artificial Granite
- x Decorative stainless steel / MS railing for staircase upto first floor
- xi Toughened Glass Railing with Stainless Steel / MS Top for all Balconies
- xii Decorative compound wall with Decorative Pillars / Gates
- xiii Heavy Duty Paver blocks / Heavy Duty Chequered Tiles for open ground

4 Security System

- i Intercom & Video Door Phone for security provision only
- ii All entry and exit shall have a security cabin as per architects

drawing

- iii CCTV Area surveillance systems in main entrance lobby at Ground Floor, car parking areas at Stilt level, Gym, Terrace and inside Lift
- iv All surveillance equipment shall have DVR capacity for 15 days storage of recordings

5 Common Services

- i Adequate capacity underground & overhead RCC water storage tank with bore well as per MCGM norms
- ii Underground RCC water storage tank shall be provided with submersible pumps with one standby pump, auto level controller, starters, electrical cables etc. complete of ISI approved make
- iii Firefighting System along with fire alarm, automatic sprinkler / hooter system etc. complete as per CFO's requirement and as specified
- iv Rain water harvesting & vermi-culture pits as per statutory requirements
- v Anti-termite / Anti-rodent treatment to complete project
- vi Water proofing to all wet surfaces including toilets, baths, WCs, kitchen nahani's, terraces, chajja's, Lift Machine Room top, canopies etc. with five year's guarantee to be given by waterproofing agency
- vii Brick bat coba waterproofing shall be done for all the floors of toilets, baths, WCs, terrace
- viii China mosaic flooring on terrace
- ix Bore wells shall be provided as per MCGM rules and regulations for flushing purposes, subject to availability of ground water table
- x Meter cabin of adequate size at ground floor as specified
- xi Adequate lighting to whole complex including all common areas

6 Electrification

- i Provision for electric points for lights, fans, exhaust fans, bell points, plug points, power points etc. as per approved design & specification
- ii Electrical points in kitchen for lighting, fan, exhaust fan, refrigerator, microwave, water filters, mixtures, power points, plug points etc. as per approved design & specification. No fixtures shall be provided
- iii Electrical points in toilets / bath / WC for lighting, exhaust fans,

water heating purposes etc. as per approved design & specification. No fixtures shall be provided

- iv All switches, switchboards, fittings & fixtures shall be modular of Wipro North West / GM / Gold medal / Anchor Panasonic or equivalent make.
- v AC / TV / Cable / Internet TV Point in all habitable room
- vi Telephone point to be provided in all habitable rooms & kitchen
- vii M.C.B. and E.L.C.B. of HPL/Havells/Indo asian or equivalent make, shall be provided in each flat with independent circuits & circuit breakers
- viii Three phase electrical supply with proper earthing to all units
- ix Excellent quality concealed electrification with fire retardant ISI mark cables, wires, pipes etc. of RR Kabel / Polycab / Finolex / KEI / HPL or equivalent make.
- x Provisions for all electrical works in compound, gate, common service areas, stilts, staircase, common passages, terrace, lift machine room, etc. where ever required as per architect's plan
- xi For Common areas, The total electrification shall be concealed and the fittings & fixtures provided shall be of 1st quality. Concealed pipes shall be of Precision / Polycab or equivalent make. Fixtures of common area shall be of GM / Greatplus or equivalent Brand.
- xii All electrical works to comply with regulation of electricity board and electric supply & company
- xiii One Point shall be given to be used for battery backup. No battery backup system shall be provided
- xiv Living light point (minimum 5 points), 5A plug points (minimum 3 points), 16A plug points (minimum 1 points), fan points(2)
- Xv Bedroom 5A plug points (4), light points(4), 16A plug points (1), fan points(1)
- xvi Kitchen – light point (2), 5A plug point(3), 16A plug points (2), fan points(1)
- xvii Number of Light points, Plug Points, Power points etc will be as per electrical drawing

7 Plumbing

- i Excellent quality of concealed plumbing, pipes & fittings
- ii Total concealed plumbing shall be of 1st quality CPVC of Astral / Prince / Supreme / Finolex or equivalent make.

- iii Astral / Prince / Supreme / Finolex or equivalent make UPVC pipes and ring pipe fittings of approved make for external looping and down-takes. (Type B).
- iv External drainage pipes shall be of Astral / Prince / Supreme / Finolex or equivalent make UPVC pipes of approved make fitted with MS clamps with fitting for all floors (Type B)
- v All vertical drainage and rain water pipe lines and water supply work up and including drainage connection to the Sewage line and water connection to the BMC water main including Water master to be carried out through Licensed Plumber as per BMC requirement
- vi All vertical down take water supply & drainage pipes shall have spacers and shall be of UPVC/PVC SWR material wherever required
- vii Drainage chambers as per MCGM specifications

8 Kitchen

- i Kitchen platform shall be either 'L' shaped, 'U' shaped or on opposite walls as per architect's plan
- ii Main kitchen platform with granite platform on top & conventional marble / Kadapa infrastructure below, including granite fascia patti with moulding to prevent water spillage as per architect's plan, design & specification.
- iii Service platform with granite platform on top & conventional marble / Kadapa infrastructure below including granite fascia patti with moulding to prevent water spillage as per architect's design & specification
- iv Stainless steel sink with a size as per architect's plans, and of Nirali / Futura or equivalent make.
- v Exhaust fans in Kitchen of Bajaj / Orient / Crompton / Havells or equivalent make.
- vi White ceramic tiles below platform and full tiles upto beam bottom above both platform.
- vii 1200 x 600 tiles to be fixed above platform upto beam bottom. Flooring will be of vitrified tiles of size 600x1200. Tiles shall be of Pavit / Millenium / Kajaria / RAK / Johnson or equivalent brand.

9 Bath, WC & Toilets

- i Wall mounted toilets with concealed dual flush system /conceal flush tank. WC and wash basin shall be of Bell ceramics / Sorona / Kerovit / Jaquar or equivalent make.
- ii Provision for Exhaust fans in bath/WC/toilet

- iii Hot & cold water diverter including sprout & shower etc. complete in bathroom & toilets as per specified design & specification in architect's plan. CP Fittings shall be of Kerovit / Jaquar or Equivalent make.
- iv Pillar Cork in hand wash basins as per specified design & specification in architect's plan. CP Fittings shall be of Kerovit / Jaquar or Equivalent make.
- v Astral / Prince / Supreme / Finolex or equivalent make UPVC pipes and ring pipe fittings of ISI approved make for external looping and down-takes as specified
- vi The door frame will be double patti granite / Marble

10 Paints

- i Lustre paint for all internal surfaces (Two Coats)
- ii Acrylic weather coat paint to all external surfaces, and as per specification approved by architect.

11 Tiling & Floorings

- i 1200x600mm full body or Double Charged vitrified flooring in Living room, all bedrooms, passages as per specified design & specification in architect's plan. 100 mm high vitrified tile skirting flush to wall matching with design of flooring. Tiles to be laid with spacer, and the joint to be filled with joint fillers. Tiles shall be of Pavit / Millenium / Kajaria / RAK or equivalent brand.
- ii 1200x600mm vitrified tiles in flooring & 1200 x 600 mm minimum full height ceramic tile dado upto beam bottom. 100 mm high vitrified tile skirting flush to wall matching with design of flooring. Tiles shall be of Pavit / Millenium / Kajaria / RAK or equivalent brand.
- iii 1200x600 mm Anti-skid tiles in flooring & 1200 x 600 mm full height ceramic tile dado in bath / toilets / WC. All tiles will be designer colour tiles of approved make as per specified design & specification in architect's plan. Tiles shall be of Pavit / Millenium / Kajaria / RAK or equivalent brand.
- iv Bedroom: Flooring -Vitrified tiles 1200 x 600 mm

12 Door

- i 45 mm thick Decorative entrance door of size as per architect's plan with laminate finish (on both sides) flush door with all hardware fittings including lock, aldop, tower bolt, handle, door stopper etc. complete as per specified design & specification in architect's plan. Section of frame will be 6"x3" with safety door provision in frame (double datta). Safety door to be provided and installed.

- ii 40 mm thick Laminate finish flush doors with size as per architect's plan to all rooms with all hardware fittings including mortis lock, tower bolt, handle, door stopper etc. complete as per architect's plan. Section of frame will be 5" x 2.5".
- iii Laminate finish flush doors of size as per architect's plan to Bath / WC / Toilet with all hardware fittings & fixtures including locks etc. complete as per architect's plan & Specification.
- iv All door frames shall be of good first quality CP Teak Wood with moulding patty.
- v All hardware fittings shall be of Stainless Steel of grade 304.

13 Windows

- i Aluminium Window Jindal or equivalent make of ¾ " series with plain glass with all hardware fittings & fixtures including locks etc. complete
- ii Full Height Windows in living rooms & bedrooms, and for Balcony area Toughened Glass Railing & Stainless Steel Top or MS railing as per architect's details
- iii Sliding Mosquito Net shall be provided to all windows
- iv Granite / Marble sills with double pattis including moulding to all windows, having marble as base and Granite patti only for visible regions
- v Window frames shall be of Granite with double pattis including moulding
- vi All hardware fittings shall be of Stainless Steel grade 304
- vii Aluminium louvered window with opening door having frosted glass, and as per architect plan to be provided in all toilets
- viii Pipe gas connection subject to availability of Mahanagar Gas Ltd. infrastructure and comply with reconnection procedure to restore back pipe gas connection

Note :- The Developer reserve the rights to modify the specification as specified hereinabove with an intention to provide better quality of construction and/or to use environment friendly material

THE SIXTH SCHEDULE ABOVE REFERRED TO : MONTHLY OUTGOING & MAINTENANCE CHARGES

- 1) The expenses of maintaining, repairing, redecorating etc. of the building, the main entrance, passages, landings, staircase of the building, the boundary walls of the building, compound, terrace etc. as enjoyed by the Flat Purchaser/s used by him in common with the other Flat Purchasers.

- 2) The expenses of maintaining, repairing the terrace, gutters, rain water pipes of the buildings, water pumps water pipes, lift and electric wires in, under or upon the said building and as enjoyed by the Flat Purchaser/s used by him in common with the other Flat Purchaser/s.
- 3) The cost of cleaning and lighting the passages, water pump, landings, staircase, lift, common lights and other parts of the said building used by the Flat Purchaser/s in common as aforesaid.
- 4) The cost of the salaries of clerks, bill collectors, liftman, chowkidars, pump man, sweepers etc.
- 5) The cost of working and maintenance of common light, water pump, lift and other service charges.
- 6) Deposits for the said building's water meter, electric meter, sewer line, etc.
- 7) Municipal and other taxes such as house tax, water charges, common electricity charges, bills, cess, levy, land revenue N.A. Taxes etc.
- 8) Insurance of the said building.
- 9) The maintenance charges, cost, expenses and amounts required for maintenance of street light, sewer line, storm water drain, water lines, internal roads.
- 10) Such other expense as are necessary or incidental for the maintenance and up keep of the said building and the said Property.

SIGNED AND DELIVERED BY	)	For Integrated Residences LLP
the withinnamed "DEVELOPER"	)	
INTEGRATED RESIDENCES LLP	)	
	)	Designated Partner
Through its Designated Partner	)	
	)	
SHRI NISHIT KANTILAL SAVLA	)	
	)	
in the presence of	)	
1.	)	
	)	
2.		
SIGNED AND DELIVERED BY	)	
the withinnamed "SOCIETY"	)	
NEELKANTH PRAKASH CHS LTD.	)	
Through their office bearer Pursuant	)	
to a resolution of its General Body	)	
Passed at its Special General Body	)	
Meeting	)	
	)	
1) Shri Parag Kirtichand Shah	)	
the Chairman	)	
	)	
	)	
	)	

2) Shri Bharat Vasant Mayani)
the Secretary)
)
in the presence of.....)
1.)
2.)
SIGNED AND DELIVERED BY)
the withinnamed “FLAT)
PURCHASER/S”)
MR/MRS./MISS/M/s._____)
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MR/MRS./MISS/M/s._____)
)
in the presence of)
1.)
2.)

RECEIVED of and from the withinnamed Flat Purchaser/s on or before execution hereof being the part/full consideration to be paid to us as withinmentioned :					
Sr. No.	Cheque/ RTGS/ NEFT No.	Date	Bank Name	Branch	Amount in Rs.
(Rupees -----Only)					

Witnesses:

- 1.
- 2.

WE SAY RECEIVED
For **Integrated Residences LLP**

Designated Partner