

AGREEMENT FOR SALE

This Agreement for Sale is made at Panvel, District Raigad, Maharashtra, on this ____ Day of _____, Two Thousand and Nineteen.

BETWEEN

M/S. SHREEMANGAL INFRA, a registered Partnership Firm, registered under the Indian Partnership Act, 1932, having PAN No. ADHFS4592H, having its registered office address at 3rd Floor, Dhavalgiri CHS., Sector No. 2, Vashi, Navi Mumbai 400 705, through its Authorized Partner/s _____, _____, _____ (the "**PROMOTER/S**") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the **ONE PART**;

AND

_____ (Having PAN No. _____), (having Aadhaar Card no. _____), an adult, Indian Inhabitant/s, residing/having _____ his/her/their _____ address _____ hereinafter called and referred to as the "**Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **SECOND PART**.

(Party of the One Part and Party of the Second Part are collectively hereinafter referred to as "**Parties**")

WHEREAS:

- A.** Vide regd. Sale Deed dated 22-05-2017, Shri. Magbool Bacchu Shaikh (the erstwhile Owner therein) have sold, transferred and conveyed all his right, title & interest in the property bearing S No. 267 , an area admeasuring **0-02-30 HRP** of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, (**hereinafter referred to as the First plot**) to the Promoter herein for such consideration and upon such terms and conditions as mentioned therein. The said Sale Deed dated 22-05-2017 is registered with the Sub Registrar of Assurance under Serial No. PAVAL 4- 5109-2017 dated 22-05-2017. The said First Plot is more particularly defined as firstly in the First Schedule hereunder written.

- B.** Vide regd. Sale Deed dated 22-05-2017, Shri. Sarfuddin Bacchu Shaikh (the erstwhile Owner therein), have sold, transferred and conveyed all his right , title & interest in the property bearing S No. 267, an area admeasuring **0-11-0 HRP** of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, **(hereinafter referred to as the Second Plot)** to the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Sale Deed dated 22-05-2017 is registered with the Sub Registrar of Assurance under Serial No. PAVAL 4- 5101-2017 dated 22-05-2017. The said second plot is more particularly defined as Secondly in the First Schedule hereunder written.
- C.** Vide regd. Sale Deed dated 22-05-2017, Shri. Hamid Bacchu Shaikh (the erstwhile Owner therein), have sold, transferred and conveyed all his right , title & interest in the property bearing S No. 267, an area admeasuring **0-06-50 HRP** of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, **(hereinafter referred to as the Third Plot)** to the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Sale Deed dated 22-05-2017 is registered with the Sub Registrar of Assurance under Serial No. PAVAL 4- 5103-2017 dated 22-05-2017. The said Third plot is more particularly defined as Thirdly in the First Schedule hereunder written.
- D.** Vide regd. Sale Deed dated 30-10-2017, 1) Shri. Salim Yusuf Shaikh, 2) Smt. Zubeda Salim Shaikh (the erstwhile Owner therein) have sold, transferred and conveyed all their right, title & interest in the property bearing S No. 267, an area admeasuring **0-05-0 HRP** of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, **(hereinafter referred to as the Fourth Plot)** to the Promoters herein, for such consideration and upon such terms and conditions as mentioned therein. The said Sale Deed dated 30-10-2017 is registered with the Sub Registrar of Assurance under Serial No. PAVAL 4- 12295-2017 dated 30-10-2017. The said Fourth plot is more particularly defined as Fourthly in the First Schedule hereunder written.
- E.** By regd. Sale Deed dated 15-03-2017, 1) Shri. Majid Bacchu Shaikh 2) Shabana Majid Shaikh (the erstwhile Owner therein) have sold, transferred and conveyed all their right , title & interest in the property bearing **S No. 268** , an area admeasuring **0-10-0 HRP** of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, **(hereinafter referred to as the Fifth plot)** to the Promoter herein for such consideration and upon such terms and conditions as mentioned therein. The said Sale Deed dated 15-03-2017 is registered with the Sub Registrar of Assurance under Serial No.- PAVAL4-3740/2017 dated 15-04-2017. The said Fifth plot is more particularly defined as Fifthly in the First Schedule hereunder written.
- F.** By regd. Sale Deed dated 22-05-2017, Shri. Iqbal Bacchu Shaikh (the erstwhile Owner therein) have sold, transferred and conveyed all his right, title & interest in the property

bearing S No. 268, an area admeasuring **00-00-50 HRP** of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, (**hereinafter referred to as the Sixth plot**) to the Promoter herein, for such consideration and upon such terms and conditions as mentioned therein. The said Sale Deed is registered with the Sub Registrar of Assurance under Serial No. PAVAl4-5107-2017 dated 22-05-2017. The said Sixth plot is more particularly defined as Sixthly in the First Schedule hereunder written.

- G. For the sake of brevity, the First plot, the Second Plot, the Third Plot, the Fourth plot, Fifth Plot and the Sixth Plot herein cumulatively admeasuring around 3530 sq. mtrs. and collectively hereinafter referred to as the said property and is more particularly defined as Seventhly in the First Schedule hereunder written.
- H. The name of the Promoters is recorded as the owners for the respective plot on the 7 / 12 Extracts issued by the Talathi Saja Dhansar, Taluka Panvel, District Raigad. Subject to initiation of development work within 5 years as per the Govt. of Maharashtra gazette 01-01-2016 under sec 63 (1A) of MTAL Act and the in accordance with the terms and conditions as mentioned therein. The copy of the said 7/12 extracts is attached herein as **Annexure A “COLLY”**.
- I. The Promoters herein are absolutely seized and possessed of and well and sufficiently entitled to the said property.
- J. In the above circumstances, the Promoters are entitled to develop the said property by constructing Residential Building as per the Building plans sanctioned by the concerned Authority.
- K. Vide Commencement Certificate dated 28th June, 2018 issued by the Panvel City Municipal Corporation, the planning Authority vide letter bearing reference No. 2018/ PMC/ TP/BP/6755/2018, have granted the Development permission to construct Residential Buildings on the said property and have sanctioned the layout plan/ building plan to be constructed on said property. A copy of the said Commencement Certificate dated 28th June, 2018 is appended hereto as **“Annexure B”**.
- L. In accordance with the development permission and sanctioned plans dated 28th June, 2018, the Promoters are entitled to construct a complex consisting of 3 Buildings, Building 1, Building 2 (A & B Wing), Building 3 (A & B Wing), consisting of Ground plus Four (4) Upper floors, along with the sanctioned amenities and have decided to name the **said project** known as **“NAMAN RESIDENCY”**. The said project utilises a Floor space index (FSI) of 3518.29 sq.mtrs out of the available FSI of 3521.708 sq. mtrs. The said project is more particularly described in **“Second Schedule”**.

- M.** Presently as per the Commencement Certificate dated 28th June, 2018, the total potential FSI available on the said property is 3521.708 sq.mtrs and the sanctioned FSI is 3518.29 sq.mtrs. Therefore the balance FSI i.e. 3.41 sq. mtrs shall belongs to the Promoters and Promoter shall be solely entitled to utilize the same without affecting the sanctioned plans of all three buildings.
- N.** The Promoter has entered into prescribed agreement with Architect registered with the Council of Architect under (License No. CA/2008/43603) being Arch. NEHA JAIN, Proprietor AN ARCH, having address at- Unit no. 20 & 21, Raheja Arcade, sec 11, Plot no. 61, CBD Belapur, Navi Mumbai-400614. The Architect have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential Building on the said property (hereinafter referred to as the said Layout).
- O.** The Promoter has entered into a prescribed agreement with Contractor **M/S VASANI CONSTRUCTION CO.**, having its office at 1201, Casablanca, 12th Floor, Plot – 45, Sector 11, CBD Belapur, Navi Mumbai – 400614, to carry out construction of buildings on said property. The Promoters have also appointed “**S.T. BORKAR & ASSOCIATES**” as the Chartered Account to maintain the accounts for the said Project.
- P.** The Promoter has appointed RCC Consultant “**VASTUKALP**” through **MR. YATEESH TARE**” having address Susheel Pride, F. P. 67/1, First Floor, Unit No. 101, 102, Near Garden Hotel, Mumbai Pune Highway, Panvel, 410206 for the preparation of the structural design and drawings of the buildings.
- Q.** The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at under Registration no _____. A copy of the certificate of registration is appended hereto as “**Annexure- D**”.
- R.** The Purchaser/s has demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title like Sale Deed, including copies of the all development permissions and sanctioned plans (also displayed at project site). The “Title Certificate & Search Report” dated 20th June, 2018 issued by the Advocate Nancy Jain, relating to the said property is appended hereto as “**Annexure- E**” and of such other documents as are specified under applicable statute and rules and regulations. In addition the Purchaser/s has also perused the ‘Architect Certificate’ and the drawing certifying the carpet area of various units along with limited common area in respect of each unit. The Purchaser/s has also seen sanctioned layout plan which is to be developed on said property a copy of which is appended as “**Annexure-C**”. And the Purchaser/s have examined a copy

of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. All the above details along with the annexure to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- S. The Purchaser/s applied to the Promoters vide request letter / booking form dated _____ for allotment of Unit no.____, on_____ floor, admeasuring carpet area of _____ sq. mtrs along with an additional / ancillary area of _____ sq. mtrs occupied under enclosed balcony of _____ sq.mtrs, terrace of _____sq.mtrs, cupboard area of _____ sq.mtrs, and open balcony of sq.mtrs totally admeasuring about _____ sq. mtrs. (_____ sq. ft.), the carpet area & additional area being collectively called as Gross usable area = _____ sq.mtrs), located in _____ wing, in the _____ Building in project titled as “_____” (the “**said unit**”) which is more particularly described in “**Third Schedule**”. A copy of Floor Plan is appended hereto as “**Annexure-F**” and the said unit is marked separately in the floor plan. Chart showing amenities in the said project is more particularly described in “**Fourth Schedule**”.
- T. The Purchaser/s has offered to pay to the Promoter a sum of Rs. _____/- (Rupees _____ only) as consideration for said unit in name of Purchaser/s which the Promoter has accepted upon such terms and conditions as contained in this Agreement. Before the execution of these present the Purchaser/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being “booking advance” of the said unit agreed to be sold by the Promoter to the Purchaser/s the receipt whereof the Promoters do hereby admit and acknowledge. The Purchaser/s has agreed to pay to the Promoter balance consideration in the manner and upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PROJECT:

- a) The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.
- b) If required by Competent authority or Government, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In all other cases the Promoter shall seek prior consent of the Purchaser/s, if such addition / alteration is adversely affecting the unit allotted to the Purchaser/s.

2. DESCRIPTION OF UNIT:

- a) The Purchaser/s hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Purchaser/s Unit no.____, on_____ floor, admeasuring carpet area of ____ sq. mtrs along with an additional / ancillary area of ____ sq. mtrs occupied under enclosed balcony of ____ sq.mtrs, terrace of _____sq.mtrs, cupboard area of ____ sq.mtrs, and open balcony of sq.mtrs totally admeasuring about ____ sq. mtrs. (____ sq. ft.), the carpet area & additional area being collectively called as Gross usable area = _____ sq.mtrs), located in ____ wing, in the ____ Building in project titled as “_____” (the “*said unit*”) as shown in the floor plan appended as **Annexure - F**. The said unit is more particularly described in “**Third Schedule**”.
- b) The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in “**Annexure-G**”. Promoter shall not be obliged to accept or accede to any request from Purchaser/s for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION:

- a. It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. _____/- (Rupees _____ only) (the “*said consideration*”). The said consideration amount does not include the taxes and other statutory payments which are to be paid separately by Purchaser/s. The Purchaser/s is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Purchaser/s.
- b. It is also mutually agreed that the Purchaser shall be liable to pay to the Promoter, any differential amount towards various taxes, charges, cess or statutory dues of any nature, that may arise out of any retrospective amendment, omission or modification of any statute that may impose such amounts. Provided further that the Promoters shall not be bound to accept the payment of any future installment unless the same is paid along with such differential as discussed herein above and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder.
- c. The Purchaser/s has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

Payment Schedule

Payment Terms	Percentage
At the time of Booking	10%
Upon execution of Building	20%

On Completion of Plinth	15%
On Completion of 1st Slab	10%
On Completion of 2nd Slab	5%
On Completion of 3rd Slab	5%
On Completion of 4th Slab	5%
On Completion of 5th slab	5%
On Completion of Internal walls, internal plaster, Floorings, doors and windows	5%
On Completion of Sanitary Fittings, Staircases, Lifts, wells, Lobbies	5%
On completion of External plumbing, plaster, elevation and Terraces	5%
On Completion of Lifts, water Pumps, electrical fittings, Paving etc	5%
On Possession upon receipt of Occupancy Certificate.	5%
TOTAL	100%

d. Purchaser/s hereby agrees to pay the escalation on said consideration on following grounds:

- i.** Any increase on account of development charges payable to the competent authority.
- ii.** Any other increase in charges which may be levied or imposed by the competent authority, escalation in insurance charges/ premium from time to time.
- iii.** Additional cost/charges imposed by the competent authorities,
- iv.** The Promoter may charge the Purchaser/s separately for any upgradation/ changes specifically requested by the Purchaser/s in fittings, fixtures and specifications and any other facility in the unit/ flat .
- v.** Additional/ new taxes that may be levied from time to time.

e. ADDITIONAL CHARGES:

The Purchaser/s shall, on or before delivery of possession of the said unit pay to the Promoter further total amount on following account:

- (a) Society formation charges.

- (b) his/her/their share of insurance premium to keep the building insured against loss or damage by fire, etc.
- (c) Proportionate share of taxes and other charges/ levies in respect of the society.
- (d) Expenses towards water, electric and other utility and services connection charges including the security deposit required to be paid at time of connection / installation.
- (e) Share of cost of transformer/cable laying
- (f) Legal / Documentation charges.
- (g) Share money, application and entrance fee of the Society / Limited Company / Condominium.
- (h) Advance for common maintenance / service charges, management and upkeep of the building as may be fixed as also taxes and other outgoings as and when demanded by us from you.
- (i) Advance for common maintenance / service charges, management and upkeep of the Fitness center / gymnasium / society office / garden if provided or any other amenities if provided in this proposed project and charges as may be fixed, as and when demanded by us from you.
- (j) Or any other charges as fixed by us.
- (k) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the said unit, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the said unit. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.
- (l) It is understood by the Purchaser/s that whatever statutory payments that are required to be made by the Promoters in connection with or incidental to this Agreement or any other documents, shall be fully reimbursed by the Purchaser/s to the Promoters on demand.

4. MODE OF PAYMENT:

- a)** All payment towards the consideration of the said unit, shall be made by Purchaser/s by drawing cheque/ DD / RTGS / NEFT in the name of "Shreemangal Infra" , A/c No "168150050801317" in TAMILNAD Merchantile Bank Ltd. Bank, Sion Circle branch payable at Mumbai or other account as Promoter may intimate subsequently to the Purchaser/s.

- b) Purchaser/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Purchaser/s and the TDS certificate is received by Promoter from Purchaser/s.
- c) Provided that at the time of handing over the possession of the said unit, if any such Certificate is not produced, the Purchaser/s shall pay an equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter to the Purchaser/s producing such certificate within 4 months of the possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivables from the Purchaser/s.
- d) It is agreed between the parties that in the event the Purchaser/s availing the benefit of any subvention scheme or any other scheme as may have been made available to the Purchaser/s, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Purchaser/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.

5. LOAN AND MORTGAGE

- i. The Purchaser/s agree(s) that the Promoter shall have the right to raise construction finance/loan from any financial institution/bank and create a mortgage/charge in respect of the Project / said property subject to the Flat/Unit, being free from any encumbrance at the time of handing over the possession of the Flat/Unit. The loans/finance obtained by the Promoter against the security of the Project shall be repaid by the Promoter only.
- ii. The Purchaser/s shall be entitled to avail loan from a Bank/financial institution and to mortgage the said said unit by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Purchaser/s for availing any such loan and for creation of any such mortgage/charge, in the event the Purchaser/s has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Purchaser/s under this Agreement.
- iii. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said said unit, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said said unit, shall be solely and exclusively borne and incurred by the Purchaser/s. The Promoter shall not incur

any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- iv. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and in the event of failure to repay such loans, the Promoter shall be entitled to receive the balance Sale Consideration and any other balance amounts due & payable by the Purchaser/s under this Agreement.
- v. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

6. PAYMENT OF STATUTORY DUES AND TAXES:

- a. In addition to the Consideration of said unit as above the Purchaser/s shall pay to Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Purchaser/s at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Purchaser/s shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.
- b. The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Purchaser/s. Further, the Purchaser/s shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) days notice from Purchaser/s. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Purchaser/s in presenting this agreement for registration before the competent authority. The Purchaser/s indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or non-compliance of obligation under this Agreement or under any other law.
- c. The Allottee/s indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future

7. NOTICE OF DEMAND:

- a. Upon the installment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Purchaser/s for making the payment. The said notice of demand shall be

accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

- b.** Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ email-id at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Purchaser/s shall be barred from claiming non-receipt of the notice of demand.
- c.** In case of any default to the above demands being committed by the Purchaser/s for any reason whatsoever, the Promoter shall be fully entitled to cancel the Allotment Letter, forfeit Non-Refundable Amount. However, Promoter may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs. _____/- (Rupees _____ only) and for second instance it is Rs. _____/- (Rupees _____ only) only. Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. If the Purchaser/s(s) fails to deposit the Bank Demand Draft/ NEFT/ RTGS within next 7 days of sending of intimation of dishonor of cheque to the Purchaser/s(s), in that event Promoter may, at its sole discretion, terminate the allotment and forfeit Amount paid by the Purchaser/s. In the event of dishonor of any payment cheque Promoter has no obligation to return the original dishonored cheque.
- d.** Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Purchaser/s is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Purchaser/s by the Promoter only upon receipt of all payments mentioned in this agreement.
- e.** The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/ demand / direct the Promoter to adjust his /her/its payments in any manner whatsoever.

8. DEFAULT BY PURCHASER/S:

Following shall be deemed to be default on the part of Purchaser/s:

- a.** Default in making timely payment of sums due as mentioned in this agreement.
- b.** Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- c.** Delay in accepting the possession of the unit/said unit within a period of two (02) months on intimation to take possession by Promoter;
- d.** Refusing or delaying to take membership of society formed for the said project;
- e.** Breach of any terms and conditions of this agreement.
- f.** Breach of any law or provisions thereto.

- g.** Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

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

9. TERMINATION OF AGREEMENT:

- a.** On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Purchaser/s agrees to pay to the Promoter simple interest at the rate of SBI highest marginal cost + 2%, on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.
- b.** Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.a above, on the Purchaser/s committing default as per clause 8 above and on the Purchaser/s committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement.
- c.** Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Purchaser/s, by registered post AD at the address provided by the Purchaser/s of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/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 may terminate this agreement unilaterally.
- d.** Upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser/s the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs. _____/- whichever is higher as liquidated damages and service charge) such refund shall be refunded back only after finding another customer for the flat/said unit and/ or within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Purchaser/s from the membership of the society. Under such situation, the Purchaser/s shall be under obligation to execute & register the necessary cancellation deed so as to terminate these presents. In the event of Purchaser/s failing to execute & register the said cancellation deed even after the Promoter issuing three notices in accordance with the method discussed above, the

Promoter at its own option & discretion may deposit such amount, as is due & payable to the Purchaser upon such termination in accordance with the terms of these presents, in the bank account as detailed in clause no 20 herein. The Purchaser/s admits, agrees & confirms that upon deposition of such amount in the said account of the Purchaser/s by the Promoter, all the rights, interest & entitlements of the Purchaser/s in the said unit shall come to an end and pending the execution & registration of the cancellation deed in respect of these presents, the Promoter shall be at liberty to deal with the said unit in any manner whatsoever.

- e. The Promoter shall also move for expulsion of the Purchaser/s from the membership of the society as per by laws of the society and submit a copy of termination notice to such society. No separate consent of Purchaser/s will be required for such expulsion.
- f. Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit. Provided that in the event of default as above the Purchaser/s shall not raise any objection in respect of termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar *suo-moto* without any recourse to the Purchaser/s. The Promoters shall be entitled to brokerage, if any paid by the Promoter while booking the said unit in the name of the Purchaser/s.
- g. The Promoter is not liable to refund the taxes and other statutory charges collected from the Purchaser/s till the date of termination of the agreement.
- h. The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

- a) The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said unit to the Purchaser/s, apply to the concerned local authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.
- b) The Promoter will not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Purchaser/s hereby indemnifies the Promoter from any claims made for delay on the above count.

- c) That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till the land is conveyed to the association of Purchaser/ss. The said board would not contain any information which is false or misleading. The Purchaser/s shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- d) That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities **Annexure-G** in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.
- e) The carpet area of the said Unit which is proposed to be constructed in the said building is approximate ____ sq. mts.(____sq.ft), however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the unit that has been allotted to the Purchaser/s after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Purchaser/s agrees to pay the differential amounts, if the area is increased beyond 3% within forty five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Purchaser/s within forty-five days from such demand being made by the Purchaser/s. If there is any increase in the carpet area of the said unit allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan or thereafter as the case may be and the Purchaser/s shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to 3%.
- f) If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Purchaser/s, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the

Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Purchaser/s maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Purchaser/s (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Purchaser/s and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be evocable.

- g)** Subject to the provisions of the Act, the Promoters shall be at liberty and be entitled to amend the lay-out plan of the said Property and/or the Project, the building plans, other Approvals for, including but not limited to:- (i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the said Property and/or the Project; and (ii) amalgamation of the said Property and/or the Project with any adjoining plots of land.
- h)** The Promoters are in the process of acquiring additional plot/land. The newly acquired plots of lands may in future form part of the said project, however, not affecting the plans of buildings. The entire FSI made available by such acquisitions of lands shall be the rights of Promoters alone and shall be utilized in future phase wise development.
- i)** However, with respect to the future development the potential FSI/ benefit available on the said property shall ensure to the promoter till the execution of the deed of conveyance/lease by the Promoter in favor of the proposed society where after the same shall ensure to the benefit of the proposed society. In the event the FSI in respect of the said property or any part thereof, is increased or there is favorable relaxation of the building regulations at any time hereafter, the promoter alone shall be entitled to the benefit of the additional FSI for the purpose of the development on the said property as may be permissible under the prevailing development rules and regulations, however, only until the execution of the Deed of conveyance of the lease by the promoter as aforesaid. The Purchaser/s hereby agrees to give all the facilities and assistance that the promoter may require from time to time after the promoter delivers the possession of said unit but at the cost and expenses of the promoter so as to enable the promoter to complete the

development of said property in the manner that may be determined by promoter, subject to terms of this agreement.

- j) The Promoters at their discretion shall use the newly acquired land as different project, however, in such case the promoters hold the right to provide 'the right of way' for such newly acquired land, and the Purchaser/s unequivocally agree not to raise any objection or dispute regards the same now or anytime in future. Further it is informed by the Promoters to Purchaser/s that Authority may acquire sanctioned internal Layout roads as per their Rules and Regulations or give access to adjoining plot/ land holders.
- k) The Promoters hereby have further clarified that any FSI (by whatever name called) including the Proposed FSI, sanctioned in future, if at all, in respect of the said property, shall solely and exclusively belong to the Promoters alone. In accordance with applicable laws the Promoters shall be entitled to utilise such additional FSI by constructing additional floors over and above the existing buildings in the Layout Project, as the Promoters may deem fit and the Purchaser shall not object to the same at any given point in time provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Flat/ Unit.
- l) The Promoters shall always have a right to get the benefit of additional FSI by whatever name called for construction and development of the Project from Sanctioning Authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions, structures and storeys will be the sole property of the Promoters alone and the Purchaser shall not object to the same at any given point in time.
- m) It is clarified that the Organization/Apex Body shall not deal with any matters relating to the development of the said Property or any part thereof or the transfer or the sale or utilization of the proposed development potential and/or any permissible FSI/TDR whether emanating from the said Property or otherwise under the provisions of applicable laws. The Organization/Apex Body shall strictly function within the frame work of its constitution as framed by the Promoters. All the proposed development potential and/or any permissible FSI/TDR whether emanating from the said Property or otherwise under the provisions of the applicable laws shall always stand vested in the Promoters and the Promoters shall always be entitled to utilize and exploit the same on the said Property or any part thereof and/or on other plot of lands, by way of TDR, in such manner as they deem fit.

11. DECLARATION BY THE PURCHASER/S:

Purchaser/s hereby declares as follows:

- a) Purchaser/s has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said property so as to enable it to convey the lease of said property to the society to be formed.
- b) The Purchaser/s has been made aware that the Promoter intends to develop the said property by constructing 3 buildings and for which the Promoter, its employees, nominees or assigns shall enter upon the said property and for which the Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and /or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/ or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the said property and it is based on this & several other assurances as enumerated in this agreement.
- c) The scheme and scale of development proposed to be carried out by the Promoter on the said property will be as set out in the Proposed Layout, as amended from time to time.
- d) Under Section 13 of the said Act, the Promoters are required to execute a written Agreement for allotment and sell of the said Said unit to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. The Promoter has informed to the Purchaser/s the format for Agreement for Sale may be further modified in due course of time as required under the law or as may be advised by the attorney of the Promoter in light with the said Act. The Promoter has further informed the Purchaser that Promoters at present developing the project “**NAMAN RESIDENCY**” and if permissible in future, under the prevailing rules at his own discretion will develop/construct additional floors and register the same as an independent project with the RERA Authorities. Both the Promoters and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- e) The Promoter have informed the Purchaser/s that, the common areas, facilities and amenities in the Project that may be usable by the Purchaser/s and are listed in the **Fourth Schedule** here under written (“**Amenities**”) which may be used by the Purchaser/s after the proposed development of the said property is completed. The common amenities proposed shall be shared by all the Flat purchasers of the scheme. The Purchaser/s hereby confirm and have satisfied themselves and has been made aware that the common areas and amenities are for all buildings to be developed in a given time period and shall not object to sharing of proposed common amenities space such as recreational ground, play area, club house, gymnasium, etc whatever is proposed in the scheme.

- f) The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in “**Annexure G**”. Promoter shall not be obliged to accept or accede to any request from Purchaser/s for making any changes in the amenities to be provided by Promoter.
- g) The Purchaser/s hereby gives its informed, unconditional and unequivocal consent and confirms to the Promoter that the Promoter will be entitled to utilize any FSI presently available or as may be available in the future for the said property or any part thereof till the entire development of the “**NAMAN RESIDENCY**” is completed in all respects, even after the promoter may have given the possession of the said flat/ Unit to the Purchaser/s.
- h) Purchaser/s shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- i) Purchaser/s is eligible and entitled to Purchase the said unit and Purchaser/s hereby assure, undertake and guarantee that the Purchaser/s shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Purchaser/s shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.
- j) The Purchaser/s agrees not to do or omit to do or cause to be done by any party known to him/her/them any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Property or the Promoter or its representatives. In the event the Purchaser/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending to the Purchaser/s the Notice of Termination.
- k) If Purchaser/s wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Purchaser/s or to any of his family members or friends.
- l) Purchaser/s shall make timely payment of the demand raised by Promoter. In case of default in payment, the Purchaser/s shall remedy the default within the period prescribed in this agreement. The Purchaser/s shall not object to the cancellation of this agreement if the default continues.
- m) In the case of joint Purchaser/s(s) of the Flat/ Unit, unless a duly executed instruction by all such joint Purchaser/s(s) is provided to the Promoter at the time of termination, all

payments/ refund to be made by the Promoter to the Purchaser/s(s) under the terms of this Application / the Allotment Letter / the Agreement for Sale, upon termination, shall be made to the first mentioned Purchaser/s, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Purchaser/s(s).

- n) The Purchaser/s has relied upon the advertisement placed by the Promoter on or after _____ while deciding to seek allotment of the said unit in the project.
- o) The Purchaser/s shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Purchaser/s whichever is later. Without obtaining the said certificates any document executed by Purchaser/ss in the name of third party shall be treated as ‘void-ab-initio’.

12. The Purchaser/s represents and warrants that:

- a. He/she/it has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- b. No receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/s or all or any of his/her/their assets and/or properties;
- c. None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- d. No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her
- e. No execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/their assets and properties;
- f. He/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- g. He/she has not compounded payment with his creditors;
- h. He/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- i. He/she/it is competent to contract and enter into this Agreement as per the prevailing Indian Laws;

13. DATE OF POSSESSION AND FORCE MAJEURE:

- a) Promoter shall give possession of the unit to the Purchaser/s on or before 31st December 2023 subject to receipt and realization of all amounts payable by the Purchaser/s under this Agreement and receipt of all approvals from competent authority. After the Purchaser/s has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said unit to the Purchaser/s on account of reasons other than the reasons

prescribed in this agreement, then subject to written demand from the Purchaser/s and execution of cancellation deed of these presents, the Promoter shall be liable to refund to the Purchaser/s the amounts already received by him in respect of the said unit simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

- b)** Provided that until the entire amount and interest thereon is refunded to the Purchaser/s by the Promoter, the Purchaser/s shall subject to prior encumbrances if any, have a charge on the said unit.
- c)** That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said property, non availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances.
- d)** Similarly, the Promoters shall not be held responsible or liable for the delay in the completion of the Project which is due to the default made by more than 25% of the Purchaser/s in the payment of the installments of the consideration of their respective said unit.
- e)** Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Promoter shall have the option to terminate this Agreement sending the Notice of Termination.
- f)** The Purchaser/s shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project/ building. The Purchaser/s must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.
- g)** On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Purchaser/s even though electricity and water supply have not commenced by the respective competent authorities. The Purchaser/s shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electricity and water. On the Promoters offering possession of the said unit to the Purchaser/s, the Purchaser/s shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

- h)** Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Purchaser/s(s) affected by such discontinuation or modification will have no right of compensation from the Promoter in any manner including any loss of profit. The Promoter will, however, refund all the money received from the Purchaser/s(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.

14. FORMATION OF SOCIETY:

- a)** The Promoter shall apply for the formation and registration of a Society (the “*said society*”) within the prescribed time limit under the MAHA RERA. The Purchaser/s shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents shall be duly filled in and signed by the Purchaser/s in person at the site office or at the office address of the Promoter within seven (07) working days of the same being communicated by the Promoter to the Purchaser/s, so as to enable Purchaser/s to become a member of the society. Any delays in signing and handing over of documents by the Purchaser/s to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- b)** The Purchaser/s shall be expelled from the said society if the Purchaser/s defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

15. CONVEYANCE AND HANDOVER OF THE BUILDING:

- a)** The Promoter shall within twelve (12) months of the formation of said Society or any other body corporate or other organization from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate from competent authority or any other authority, execute a conveyance deed and convey a right, title and interest of the said property and building/s in the name of the Society or any other body corporate or other organization so formed.
- b)** The charges, costs expenses for conveyance of said property shall be borne by the Purchaser/s in proportion to his gross usable area and that the Purchaser/s shall come

forward to accept conveyance of the said property in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate. However, in case the Purchaser/s fails to deposit the transfer charges, stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in demand letter, the Purchaser/s authorizes the Promoter to withhold registration of the conveyance deed in favor of society till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchaser/s. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Maharashtra Stamp Act, 2015 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).

16. SOCIETY MAINTENANCE CHARGES:

- a) Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said unit is ready for use and occupation, irrespective of the Purchaser/s taking the possession of the said unit, the Purchaser/s will be liable for proportionate share of outgoings in respect of said property for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.
- b) The Purchaser/s shall pay to the Promoter at the time of possession, an advance maintenance for twelve months for the upkeep and maintenance of the said Project building, the details of which shall be informed to the Purchaser/s at the time of collection of maintenance. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.
- c) After the formation of the society the Purchaser/s shall bear and pay monthly maintenance charges directly to the society.

17. UNSOLD UNITS IN SAID PROJECT:

- a) Promoter shall be inducted as a member of said society for unsold units upon conveyance of said property to society.
- b) Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Purchaser/s

of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

- c) Purchaser/s or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Purchaser/ss.
- d) Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.
- e) Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non -occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold said unit) and a sum of Rs._____/ - (Rupees _____ only) per month in respect of each unsold said unit towards the outgoings.

18. POST POSSESSION OBLIGATIONS OF PURCHASER/S:

Purchaser/s himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows :-

- a. To maintain the said unit at Purchaser/ss own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- b. Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter

to the Purchaser/s and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the 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 unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/or the said society, as the case may be.
- e.** Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- g.** To bear and pay increase in local taxes, property taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said unit by the Purchaser/s other than specified in this agreement.
- h.** Purchaser/s shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-

ab-initio. The Purchaser/s shall obtain such permission from said society after the leasehold right of said property is conveyed to the said society.

- i. Purchaser/s shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Purchaser/s shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit 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.
- j. Till a conveyance of said property and all building in the said project is executed the Purchaser/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 property and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.
- k. Not to change the location of the wet / waterproofed areas;
- l. The Purchaser/s shall not make any alteration in the elevation and outside color scheme of the Building;

19. REGISTRATION OF THIS AGREEMENT:

- a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Purchaser/s to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Purchaser/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said property and the building thereon is conveyed to the said society.
- b) Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

20. NOTICE:

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

Address of Purchaser/s:-

Correspondence Address of Purchaser/s:

Email ID of Purchaser/s : _____

Address of Promoter:-

Bank account details in the event of no execution & registration of the cancellation deed by the Purchaser/s

- b) AND upon handing over of the possession of the said unit to the Purchaser/s under this agreement, all the notices on the Purchaser/s shall be served at the address of unit handed over to the Purchaser/s under this agreement.
- c) That in case there are Joint Purchaser/ss all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/ss.

21. PURCHASER/S UNDERTAKING:

- a) The Purchaser/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said property and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said property .
- b) It is clearly understood and so agreed by the Purchaser/s that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Purchaser/ss of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

- c) The Promoters shall be entitled to alter the terms and conditions of the agreement relating to the unsold said unit in the said Buildings and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Said unit agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

22. WAIVER NOT A LIMITATION TO ENFORCE :

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

23. BINDING EFFECT:

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

24. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

25. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

26. SEVERABILITY:

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

27. 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.

28. 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.

29. ENTIRE AGREEMENT:

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

30. JURISDICTION:

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

31. RIGHT TO AMEND:

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

FIRST SCHEDULE

Firstly, "Said First Plot"

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 267, an area admeasuring **0-02-30 H-R-P** or thereabouts.

Secondly, "Said Second Plot"

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 267, an area admeasuring **0-11-0 H-R-P** or thereabouts

Thirdly, "Said Third Plot"

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 267, an area admeasuring **0-06-50 H-R-P** or thereabouts

Fourthly, "Said Fourth Plot"

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 267, an area admeasuring **0-05-0 H-R-P** or thereabouts

Fifthly, "Said Fifth Plot"

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 268, an area admeasuring **0-10-0 H-R-P** or thereabouts

Sixthly, “Said Sixth Plot”

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 268, an area admeasuring **00-00-50 H-R-P** or thereabouts

Seventhly, **“Said Property”**

All that piece and parcel of land situate, lying and being at Village Dhansar, Taluka Panvel, District Raigad, bearing Survey no. 267 pt and 268 pt, an area admeasuring **3530 sq.mtrs** or thereabouts and bounded as follows:-

On or towards the North :
On or towards the South :
On or towards the East :
On or towards the West :

SECOND SCHEDULE

“SAID PROJECT”

The 3 (Three) Residential buildings namely Building 1, Building 2 (A & B wing), Building 3 (A & B wing) consisting of Ground plus 4 upper floors having 108 residential units and sanctioned amenities known as **“NAMAN RESIDENCY”** utilizing FSI of **3518.29 sq.mtrs out of the available FSI of 3521.708 sq.mtrs** constructed on the all the piece and parcel of land more particularly described as Seventhly in First Schedule hereinabove.

THIRD SCHEDULE

“SAID UNIT”

Residential unit bearing Unit no.____, on____ floor, admeasuring carpet area of ____ sq. mtrs along with an additional / ancillary area of ____ sq. mtrs occupied under enclosed balcony of ____ sq.mtrs, terrace of ____sq.mtrs, cupboard area of ____ sq.mtrs, and open balcony of sq.mtrs totally admeasuring about ____ sq. mtrs. (____ sq. ft.), the carpet area & additional area being collectively called as Gross usable area = _____ sq.mtrs), located in ____ wing, in the ____ Building in project titled as “_____” (the “said unit”) constructed on all that piece and parcel of land more particularly described in First Schedule hereinabove.

FOURTH SCHEDULE

“AMENITIES”

List of Amenities to be provided in the “Said Project”

- Club House – Indoor Activity room and Gymnasium
- Jogging / Walking Track