

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made at Mumbai on this _____ day of _____ in the Christian Year of Two Thousand and Twenty-Two.

BETWEEN

M/s. NAMINATH ERECTOR AND DEVELOPERS LLP, a limited liability partnership, duly registered under the provisions of the Limited Liability Partnership Act, 2008 vide LLPIN: AAA-3153 and having its registered office at 308, Narayan Udhyog, 3rd Floor, Lalbaug Industrial Estate, Lalbaug, Mumbai – 400 012 hereinafter referred to as the "**PROMOTER**" (which expression shall unless it repugnant to the context or meaning thereof shall mean and include all the partners of the LLP and / or their survivors or survivor and the heirs, executors and administrators of the last surviving partner of the LLP) of the **ONE PART**;

AND

[in the case of Individual]

Mr./Mrs./M/s. _____, PAN: _____, son/daughter/wife of _____, aged about ____ years, adult Indian Inhabitant residing at _____, hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assignees) of the **OTHER PART**.

[OR]

[If the Purchaser is a Company]

M/S. _____, CIN: _____, a Company incorporated under the provisions of the Companies Act (1956 or 2013, as the case maybe), having its registered office at _____, PAN: _____, represented by its authorised signatory _____, PAN: _____ duly authorised vide Board resolution dated _____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**

[OR]

[in the case of Partnership Firm]

M/S. _____, a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, PAN: _____, represented by its authorised partner _____ (PAN: _____) authorised vide resolution dated _____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART**.

WHEREAS:

- A. The Promoter are the owners of and are seized and possessed of or otherwise well and sufficiently entitled to (i) All that piece and parcel of land admeasuring 312 Sq. Yds. as per Property Card and 307 Sq. Yds as per the title documents

equivalent to 260.87 Sq. Mtrs. bearing C.S No. 1329 of Girgaon (Girgaum) Division in the Registration District of Mumbai City along with structure standing thereon known as “Veni Bhuvan” and situated at Raja Ram Mohan Roy Road, Girgaon, Mumbai- 400 004, hereinafter referred to as the **“said first property”** and more particularly described **Firstly in First Schedule** hereunder written; and (ii) All that piece and parcel of land admeasuring 512 Sq. Yds. equivalent to 428.10 Sq. Mtrs. bearing C.T.S No. 1330 of Girgaon (Girgaum) Division in the Registration District of Mumbai City along with structure thereon known as “Rani Building” and situate at Raja Ram Mohan Roy Road, Girgaon, Mumbai- 400 004, hereinafter referred to as the **“said second property”** and more particularly described **Secondly in First Schedule** hereunder written. Hereinafter the said First Property and said Second Property shall be referred to as the **“said properties”**.

B. **As regards to the said first property:**

- i. One Mr. Tribhovandas Varjivandas was the owner of and otherwise well and sufficiently entitled to the said first property.
- ii. **As regards to the acquisition of leasehold rights in respect of the said first property admeasuring 260.87 Sq. Mtrs.:**
 - a. By and vide Indenture of Lease dated 26th August, 1907 duly registered with Sub – Registrar of Assurances at Bombay under Registered No. 3078 A at page no. 390 to 400 of Volume No. 1493 and at page no. 1 to 4 of Volume No. 1540 of Book No. 1 dated 16th September, 1907, made and executed between Mr. Tribhovandas Varjivandas therein referred to as the Lessor of One Part and Mr. Jehangir Manekji Contractor therein referred to as the Lessee of Other Part, wherein the Lessor therein demised the vacant plot of land admeasuring 307 Sq. Yds as per the equivalent to 260.87 Sq. Mtrs. bearing C.S No. 1329 of Girgaon Division in the Registration District of Mumbai City unto the Lessee therein including his heirs, executors, administrators and assigns from 1st November, 1907 for a term of 999 years renewable as therein provided and at rents therein mentioned and subject to the other terms and conditions specified therein (**“said Original Indenture of Lease”**).
 - b. By and vide Indenture of Assignment dated 12th November, 1914 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. 4313 on 13th November, 1914 and Registered No.s 3965 A at pages no. 191 to 200 of Volume No. 2182 of Book No. 1 dated 23rd December, 1914, made and executed between Mrs. Bai Dinbai widow of Manekjee Eduljee Contaractor and administrator of Mr. Jehangir Manekji Contractor therein referred to as the Vendor of One Part and Runchordas Madhawdas therein referred as the Purchaser of Other Part, wherein the Vendor therein assigned her right, title and interest in respect of the said first property unto the Purchaser therein for the residual term of lease as per the said Original Indenture of Lease and such other terms and conditions as specified therein.
 - c. On reading the Indenture of Assignment dated 12th November, 1914, it can be it is understood that pursuant to the execution of the said Original Indenture of Lease, Mr. Jehangir Manekji Contractor erected buildings on the vacant plot of land admeasuring 307 Sq. Yds as per the equivalent to 260.87 Sq. Mtrs. bearing C.S No. 1329 of Girgaon Division in the Registration District of Mumbai City. It is also further understood that Mr. Jehangir Manekji Contractor died as a bachelor intestate on 21st May, 1914 at Bombay leaving behind his mother i.e. Mrs. Bai Dinbai as his only legal heir as per the Parsi Law and the said Mrs. Bai Dinbai applied and obtained Letters of Administration to the property and credits of Mr. Jehangir Manekji Contractor from the Hon’ble High Court of Judicature at Bombay on 10th August, 1914 (Note: We have not seen the copy of the Letter of Administration).
 - d. By and vide Indenture of Assignment dated 6th February, 1917 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. 606 on 8th February, 1917 and Registered No. 1018 at pages no. 226 to 233 of Volume No. 2360 of Book No. 1 on the 8th February, 1917, made and executed between Mr. Ranchordas Madhawdas therein referred to as the Assignor of One Part and Mr. Purshottamdas Punjabhoy therein referred to as the Assignee of Other Part, wherein the Assignor therein assigned his right, title and interest in

respect of the said first property unto the Assignee therein for the residual term of lease as per the said Original Indenture of Lease and such other terms and conditions as specified therein.

- e. By and vide Indenture of Assignment dated 30th September, 1948 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. BOM/4135/1948 dated 7th October, 1948, made and executed between Mr. Prabudas Purshottamdas therein referred as the Assignor of One Part and Bai Safiabai daughter of Shaikhadam Matcheswalla therein referred to as the Assignee of Other Part, wherein the Assignor therein assigned his right, title interest in respect of the said first property unto the Assignee therein for the residual term of lease as per the said Original Indenture of Lease and such other terms and conditions as specified therein.
- f. On reading the Indenture of Assignment dated 30th September, 1948 it is understood that Mr. Purshottamdas Punjabhoy died intestate on 5th July, 1940 leaving behind Mr. Prabudas Purshottamdas as his only legal heir and next of kin and Mr. Prabhudas Purshottamdas applied and obtained Letters of Administration to the property and credits of Mr. Purshottamdas Punjabhoy from the Hon'ble High Court of Judicature at Bombay on 25th April, 1941 (Note: We have not seen the copy of Letter of Administration).
- g. By and vide Indenture of Assignment dated 24th January, 1949 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. BOM/308/1949, made and executed between Bai Safiabai daughter of Shaikhadam Matcheswalla therein referred as the Assignor of One Part and Mr. Prabudas Purshottamdas and Mrs. Kamlavanti wife of Prabhudas Purshottamdas therein referred to as the Assignees of Other Part, wherein the Assignor therein assigned his right, title interest in respect of the said first property unto the Assignees therein for the residual term of lease as per the said Original Indenture of Lease and such other terms and conditions as specified therein.
- h. By and vide Indenture of Assignment dated 16th February, 1983 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. BOM/390/1983, made and executed between Mrs. Kamlavanti Prabhudas therein referred to as the Assignor of One Part and (1) Mr. Kishorebhai Venilal Gandhi, (2) Mr. Mukesh Kishorebhai Jariwala and (3) Mr. Sunil Kirshorebhai Jariwala, Partners of M/s. Veety's Exports therein referred to as the Assignees of Other Part, wherein the Assignor therein assigned her right, title interest in respect of the said first property unto the Assignees therein for the residual term of lease as per the said Original Indenture of Lease and such other terms and conditions as specified therein.
- i. On reading the Indenture of Assignment dated 16th February, 1983, it can be understood that Mr. Prabhudas Purshottamdas died intestate on 6th August, 1966 at Bombay leaving behind only his wife Mrs. Kamlavanti as his only legal heir and next of kin. Thus, Mrs. Kamlavanti became entitled to the said first property.
- j. By and vide Memorandum of Family Arrangement cum Compromise dated 29th March, 1995, various assets of belonging to Mr. Kishorebhai Venilal Gandhi (who died intestate on 25th October, 1991) were distributed among the members of the family by mutual consent and as per the arrangement Mr. Sunil Kishorebhai Jariwala was assigned the said first property.
- k. By and vide Assignment of Lease dated 10th December, 2012 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE3/9554/2012, made and executed between M/s. Veety's Exports through its Partner Mr. Sunil Kirshorebhai Jariwala therein referred to as the Assignor of One Part and M/s. Naminath Erector and Developers LLP herein referred to as the Promoter and therein referred to as Assignees the Other Part, wherein the Assignor therein assigned its right, title interest in respect of the said first property unto the Promoter herein for the residual term of lease as per the said Original Indenture of Lease and such other terms and conditions as specified therein.

1. By and vide Indemnity cum Declaration dated 2nd May, 2013 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/3782/2013 wherein (1) Mr. Mukesh Kishorebhai Jariwala (2) Mr. Hiren Kishorebhai Jariwala and (3) Mr. Sunil Kirshorebhai Jariwala declared that they are the only legal heirs of Mr. Kishorebhai Venilal Gandhi and their mother and wife of Mr. Kishorebhai Venilal Gandhi i.e. Mrs. Indumati died intestate on 8th May, 2008.

m. By and vide Release Deed dated 18th December, 2013 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/11196/2013 dated 19th December, 2013, made and executed between (1) Mr. Mukesh Kishorbhai Jariwala and (2) Mr. Hiren Kishorbhai Jariwala therein referred to as the Releasors of One Part and Mr. Sunil Kishorbhai Jariwala therein referred to as the Releasee of Other Part, wherein the Releasors out of natural love affection towards the Releasee therein transferred their undivided share, title, right and interest in the said first property unto the Releasee therein.

iii. **As regards to acquisition of freehold rights in respect of the said first property admeasuring 312 Sq. Yds. equivalent to 260.87 Sq. Mtrs.:**

a. On reading the Deed of Conveyance dated 20th June, 2015 it is understand that by and vide Deed of Conveyance dated 29.06.1908 duly registered under Sub – Registrar of Assurances at Bombay under Serial No. 2117A at page no. 167 to 189 of Volume No. 1603 of Book No. 1 dated 16th July, 1908, made and executed between Mr. Tribhovandas Varjivandas therein referred to as the Vendor of One Part and Mr. Jalbhoy Ardeshir Sett therein referred to as the Purchaser of Other Part, wherein the Vendor therein transferred and conveyed all his reversionary right, title and interest in respect of the said first property along with adjoining land admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division unto the Purchaser therein for such consideration as specified therein. (Note: We have not scrutinized Deed of Conveyance dated 29.06.1908.)

b. On reading the Deed of Transfer dated 9th August, 1951, it is understood that the said Mr. Jalbhoy Ardeshir Sett died on 12th July, 1911 at Bombay leaving behind his Last Will and Testament dated 6th April, 1910. The executors were granted Probate in respect of Last Will and Testament dated 6th April, 1910 of Mr. Jalbhoy Ardeshir Sett from Hon'ble High Court of Judicature at Bombay on 28th September, 1911 and a Double Probate on the said Will was obtained on 19th June, 1912 (Note: We have not scrutinized the copy of the Probates).

c. By and vide Deed of Transfer dated 9th August, 1951 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. BOM-4681/1951 on 4th September, 1951, made and executed between (1) Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name), (2) Sir Shapoorjee Bomanji Billimoria Knigh and (3) Sir Hormusji Piroshaw Mody therein referred to as Transferors being the executors and trustees under the Will and Testament dated 6th April, 1910 of Mr. Jalbhoy Ardeshir Sett of One Part and (1) Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name), (2) Mr. Ratanbai Naval Dubash and (3) Aimy Nozer E. Pandole therein referred to as the Transferees being the beneficiaries under the Will and Testament dated 6th April, 1910 of Mr. Jalbhoy Ardeshir Sett of Other Part, wherein the Transferors therein transferred all reversionary right, title and interest the said first property along with adjoining land admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division unto the Transferees in the following share:

Sr. No.	Name	Share
1.	Sir Jamsetjee Jejeebhoy (the 6 th Baronet of that name)	6/10 th
2.	Mrs. Ratanbai Naval Dubash	2/10 th
3.	Aimy Nozer E. Pandole	2/10 th

d. The said Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name) died on 24th September, 1968 at Bombay leaving behind his Last Will and Testament dated 20th May, 1968. The executor i.e. Lady Soonoo Jamsetjee Jejeebhoy was granted Probate in respect of Last Will and Testament dated 20th May, 1968 of Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name) from Hon'ble High

Court of Judicature at Bombay on 23rd September, 1969 in Petition No. 419/1969.

- e. By and vide Deed of Transfer dated 15th March, 1973 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. BOM/2986/1976 dated 22nd October, 1973, made and executed between Lady Soonoo Jamsetjee Jejeebhoy therein referred to as the Transferor being the executrix and trustee under Last Will and Testament dated 20th May, 1968 of Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name) of One Part and (1) Shireen Jamsetjee Jejeebhoy, (2) Deanna Jamsetjee Jejeebhoy and (3) Geeta Jamsetjee Jejeebhoy therein referred to as the Transferees being the beneficiaries under Will and Testament dated 20th May, 1968 of Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name) of Other Part, wherein the Transferors therein transferred all reversionary right, title and interest of Sir Jamsetjee Jejeebhoy (the 6th Baronet of that name) in respect of the said first property along with adjoining land admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division unto the Transferees in the following share:

Sr. No.	Name	Share
1.	Shireen Jamsetjee Jejeebhoy	2/10 th
2.	Deanna Jamsetjee Jejeebhoy	2/10 th
3.	Geeta Jamsetjee Jejeebhoy	2/10 th

- f. The said Mrs. Ratanbai Naval Dubash died on 9th October, 1989 at Bombay leaving behind her Last Will and Testament dated 24th November, 1984 read along with her First Codicil dated 22nd August, 1985. She appointed (1) Mr. Russi Naval Dubash, (2) Mr Jimmy Naval Dubash, (3) Aimy Nozer Pandole, (4) Shireen Jamsetjee Jejeebhoy, (5) Deanna Jamsetjee Jejeebhoy and (6) Mr. Manek Goiporia. The said Aimy Nozer Pandole and Mr. Manek Goiporia have expired and the surviving executors and executrix of Last Will and Testament dated 24th November, 1984 read along with First Codicil dated 22nd August, 1985 of Mrs. Ratanbai Naval Dubash were (1) Mr. Russi Naval Dubash, (2) Mr Jimmy Naval Dubash, (3) Shireen Jamsetjee Jejeebhoy, (4) Deanna Jamsetjee Jejeebhoy and they obtained the Probate in respect of the Last Will and Testament dated 24th November, 1984 read along with First Codicil dated 22nd August, 1985 of Mrs. Ratanbai Naval Dubash on 30th January, 2018 in Petition No. 1995 of 2017.

- g. As per the Last Will and Testament dated 24th November, 1984 read along with First Codicil dated 22nd August, 1985 of Mrs. Ratanbai Naval Dubash, Mrs. Ratanbai Naval Dubash bequeathed her share 2/10th share in the revisionary right, title and interest in the said first property along with adjoining land admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division unto her sons in the following shares:

Sr. No.	Name	Share
1.	Mr. Russi Naval Dubash	1/10 th
2.	Mr Jimmy Naval Dubash	1/10 th

- h. The said Aimy Nozer E. Pandole died on 23rd August, 1997 at Bombay leaving behind her Last Will and Testament dated 10th July, 1996. The executrix i.e. (1) Kamal Dinshaw Pandole (2) Deanna Jamsetjee Jejeebhoy and (3) Mrs. Sylla Girish Malvi were granted Probate in respect of Last Will and Testament dated 10th July, 1996 of Aimy Nozer E. Pandole from Hon'ble High Court of Judicature at Bombay on 2nd November, 2002 in Petition No.166/2001.

- i. As per the Last Will and Testament dated 10th July, 1996 of Aimy Nozer E. Pandole, Aimy Nozer E. Pandole bequeathed her 2/10th share equivalent to 12/60th share in the revisionary right, title and interest in the said first property along with adjoining land admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division in the following shares as under:

Sr. No.	Name	Share
1.	Russi Naval Dubash	3/60 th
2.	Jimmy Naval Dubash	3/60 th
3.	Shireen Jamsetjee Jejeebhoy	1/60 th
4.	Deanna Jamsetjee Jejeebhoy	1/60 th

5.	Sylla Girish Malvi	1/60 th
6.	Roshan Darayus Cooper	1/60 th
7.	Kamal Dinshaw Pandole	1/60 th
8.	Dinshaw Firoze Pandole	1/60 th

- j. The said Geeta Jamsetjee Jejeebhoy died intestate on 1st September, 2011 at Mumbai leaving behind her sisters (1) Shireen Jamsetjee Jejeebhoy and (2) Deanna Jamsetjee Jejeebhoy as her only legal heirs and representatives. Letter of Administration to the property and credits of Geeta Jamsetjee Jejeebhoy from the Hon'ble High Court of Judicature at Bombay on 19th March, 2013 in Petition No. 1450/2012 was granted in favour of (1) Shireen Jamsetjee Jejeebhoy and (2) Deanna Jamsetjee Jejeebhoy.
- k. As per the Letter of Administration dated 19th March, 2013 to the property and credits of Geeta Jamsetjee Jejeebhoy, 2/10th revisionary right, title and interest in the said first property along with adjoining land admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division of Geeta Jamsetjee Jejeebhoy was devolved on her heirs as under:

Sr. No.	Name	Share
1.	Shireen Jamsetjee Jejeebhoy	1/10 th
2.	Deanna Jamsetjee Jejeebhoy	1/10 th

1. In the circumstances above, the beneficiaries in respect of the said first property were as under:

Sr. No.	Name	Share
1.	Russi Naval Dubash	9/60 th
2.	Jimmy Naval Dubash	9/60 th
3.	Shireen Jamsetjee Jejeebhoy	19/60 th
4.	Deanna Jamsetjee Jejeebhoy	19/60 th
5.	Sylla Girish Malvi	1/60 th
6.	Roshan Darayus Cooper	1/60 th
7.	Kamal Dinshaw Pandole	1/60 th
8.	Dinshaw Firoze Pandole	1/60 th

- m. By and vide Deed of Conveyance dated 20th June, 2015 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/7240/2015 dated 24th June, 2015, made and executed between (1) Shireen Jamsetjee Jejeebhoy and (2) Deanna Jamsetjee Jejeebhoy therein referred to as the First Vendors in their personal capacity as well as their capacity as the administrators of Geeta Jamsetjee Jejeebhoy of the First Part, (1) Russi Naval Dubash, (2) Jimmy Naval Dubash, (3) Shireen Jamsetjee Jejeebhoy and (4) Deanna Jamsetjee Jejeebhoy therein referred to as the Second Vendors being the surviving executors and executrices of Last Will and Testament dated read along with First Codicil of Mrs. Ratanbai Naval Dubash of the Second Part, (1) Kamal Dinshaw Pandole, (2) Deanna Jamsetjee Jejeebhoy and (3) Sylla Girish Malvi therein referred to as the Third Vendors being the executrices of Last Will and Testament of Aimy Nozer E. Pandole of the Third Part, (1) Shireen Jamsetjee Jejeebhoy and (2) Deanna Jamsetjee Jejeebhoy therein referred to as the First Confirming Party in their personal capacity as the beneficiaries of the estate of Geeta Jamsetjee Jejeebhoy of the Fourth Part, (1) Russi Naval Dubash, and (2) Jimmy Naval Dubash therein referred to as the Second Confirming Party being the beneficiaries of the estate of Mrs. Ratanbai Naval Dubash of the Fifth Part, (1) Russi Naval Dubash, (2) Jimmy Naval Dubash, (3) Shireen Jamsetjee Jejeebhoy, (4) Deanna Jamsetjee Jejeebhoy, (5) Sylla Girish Malvi, (6) Roshan Darayus Cooper, (7) Kamal Dinshaw Pandole and (8) Dinshaw Firoze Pandole therein referred to as the Third Confirming Party being the beneficiaries of the estate of Aimy Nozer E. Pandole of the Sixth Part and Naminath Erector and Developers LLP therein referred to as the Purchasers of the Seventh Part, wherein the First Vendors, Second Vendor, Third Vendors therein along with the consent of First Confirming Part, Second Confirming Part and Third Party granted, released, conveyed, transferred and assured unto the Purchaser therein their respective undivided share, right, title and interest in the said first property along with adjoining land

admeasuring 356 Sq. Yds. and bearing CS No. 1328 of Girgaum Division unto the Purchasers therein for such consideration as specified therein.

- n. By and vide Indemnity Bond dated 20th June, 2015, made and executed by Russi Naval Dubash and Jimmy Naval Dubash, wherein they indemnified the Promoter herein that they are the beneficiaries of the estate of their mother Mrs. Ratanbai Naval Dubash in relation to the said first property.
- o. By and vide Indemnity Bond dated 20th June, 2015, made and executed by Shireen Jamsetjee Jejeebhoy and Deanna Jamsetjee Jejeebhoy, wherein they indemnified the Promoter herein that they are the beneficiaries of the estate of Mrs. Geeta Jamsetjee Jeejeebhoy in relation to the said first property.
- p. By and vide Indemnity Bond dated 20th June, 2015, made and executed by (1) Russi Naval Dubash, (2) Jimmy Naval Dubash, (3) Shireen Jamsetjee Jejeebhoy, (4) Deanna Jamsetjee Jejeebhoy, (5) Sylla Girish Malvi, (6) Roshan Darayus Cooper, (7) Kamal Dinshaw Pandole and (8) Dinshaw Firoze Pandole, wherein they indemnified the Promoter herein that they are the beneficiaries of the estate of Aimy Nozer Pandole in relation to the said first property.

C. As regards to the said Second Property:

- a. Mr. Nazarally Tyabally was the owner of otherwise well and sufficiently entitled to 1/4th right, title, share and interest in the said second property.
- b. On reading the Property Card, it is understood that by and vide Deed of Gift dated 21st July, 1943 duly registered with Sub – Registrar of Assurances at Bombay under Serial No. BOM/4174/1943, made and executed between Fazelhusain Nazarally & Ors therein referred to as Donors of One Part and Mr. Nazarally Tyabally therein referred to as the Donee of Other Part, wherein the Donors therein for no consideration and out of natural love and affection transferred by way of gift all their 3/4th share, title, right and interest in the said second property unto the Donee therein (Note: We have not seen the copy of the Deed of Gift).
- c. Thus, Mr. Nazarally Tyabally became the absolute owner of and otherwise well and sufficiently entitled to the said second property.
- d. On reading the Indemnity Bond dated 9th September, 2010 duly registered with the Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/7060/2010, it is understood that:
 - i. The said Mr. Nazarally Tyabally died intestate on 26th July, 1997 at Mumbai leaving behind his daughter i.e. Zohrabai and one son i.e. Asgarally Nazarally Singaporewala as his only legal heirs and representatives.
 - ii. Mr. Fazalhusein Nazarally Singaporewala son of the Late Mr. Nazarally Tyabally predeceased his father i.e. Mr. Nazarally Tyabally on 26th March, 1971. He died intestate leaving behind his daughter i.e. Sakina Fazalhusein Singaporewala and his two sons i.e. (1) Moostanshir Fazalhusein Singaporewala and (2) Moiz Fazalhusein Singaporewala as his only legal heirs and representatives. Sakina Fazalhusein Singaporewala daughter of Mr. Fazalhusein Nazarally Singaporewala died intestate on 14th January, 1991 at Mumbai leaving behind no legal heirs and representatives.
 - iii. The said Mrs. Zoharbai daughter of the Late Mr. Nazarally Tyabally and wife of Mr. Mulla Mohammed Dhrangadrwalal died intestate on 5th June, 2010 at Mumbai leaving behind no legal heirs and representatives. Her husband i.e. Mr. Mulla Mohammed Dhrangadrwalal predeceased his wife i.e. Mrs. Zoharbai on 27th May, 1993.
 - iv. The said Mr. Asgarally Nazarally Singaporewala died intestate on 16th March, 1985 at Mumbai leaving behind his wife i.e. Mrs. Neamat and two sons i.e. (1) Mr. Zainul Asgarally Singaporewala and (2) Mr. Salim Asgarally Singaporewala as his only legal heirs and representatives.

- v. In view of the above, (1) Mr. Zainul Asgarally Singaporewala, (2) Mr. Salim Asgarally Singaporewala, (3) Mr. Moiz Fazalhusein Singaporewala, (4) Mr. Moostanshir Fazalhusein Singaporewala and (5) Mrs. Neamat Asgarally Singaporewala as the owners of and otherwise well and sufficiently entitled to the said second property.
- e. By and vide Indemnity Bond dated 9th September, 2010 duly registered with the Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/7060/2010 executed by the (1) Mr. Zainul Asgarally Singaporewala, (2) Mr. Salim Asgarally Singaporewala, (3) Mr. Moiz Fazalhusein Singaporewala, (4) Mr. Moostanshir Fazalhusein Singaporewala and (5) Mrs. Neamat Asgarally Singaporewala in favour of Office of City Survey and Land Records wherein the Obligors declared their ownership rights and entitlement in the said second property and indemnified the Office of City Survey in respect of transferring their name on the revenue records of the said second property.
- f. By and vide Deed of Conveyance dated 29th January, 2011 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE3/903/2011 dated 31st January, 2011, made and executed between (1) Mr. Zainul Asgarally Singaporewala, (2) Mr. Salim Asgarally Singaporewala, (3) Mr. Moiz Fazalhusein Singaporewala, (4) Mr. Moostanshir Fazalhusein Singaporewala and (5) Mrs. Neamat Asgarally Singaporewala therein referred to as the Vendors of One Part and Naminath Erector & Developers LLP through its Partner (1) Shantilal H. Shah, (2) Suresh Dhanraj Jain, (3) Jitendra A Haria, (4) Rakesh Kamalakar Kale therein referred to as the Purchasers of Other Part, wherein the Vendors therein granted, sold, conveyed, transferred and assured the said second property unto the Purchaser therein for such consideration as specified therein.
- D. The said (1) Shantilal H. Shah, (2) Suresh Dhanraj Jain, (3) Jitendra A Haria, (4) Rakesh Kamalakar Kale have been carrying on the partnership business in the name and style of M/s. Naminath Erector & Developers LLP at Mumbai vide Limited Liability Partnership Agreement dated 21st December, 2010 and vide Deed of Retirement cum Admission dated 12th August, 2019, Mr. Rakesh Kamalakar Kale retired with effect from 12th August, 2019 from M/s. Naminath Erector & Developers LLP and Sanghvi Housing and Infrastructure Private Ltd. was admitted as Partner with effect from 10th August, 2019 in M/s. Naminath Erector & Developers LLP.
- E. Various Deed of Undertaking / Indemnity Bond came to be executed by the Promoter from time to time in favour of MCGM and other government authorities with the object to obtain various construction permissions and approvals and same are listed as under:
 - a. By and vide Deed of Undertaking dated 23rd December, 2015 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/13298/2015 whereby the Promoter undertakes to pay premium for fungible B.U.A before applying for further CC of sale component and in the event, the Promoter fails to pay then the Developer shall surrender the excess parking of sale component to MCGM.
 - b. By and vide Deed of Undertaking dated 8th September, 2016 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE5/5661/2016, whereby Promoter undertakes to comply with the terms of IOD dated 01st January, 2016 as: (1) as per clause 11 of IOD dated 01st January, 2016 submit additional copy of plan, handover the setback area free of cost, handover the certificate to be obtained from ward office before demanding CC and ownership of setback area to be transferred to MCGM; (2) as per clause 15 of IOD to comply with basement rules and regulations and also not to misuse the basement; (3) as per Clause 19 of IOD to demolish the excess area if constructed beyond permissible FSI; (4) as per clause 22 of IOD to pay the difference in premium as calculated as per revised land rates; (5) as per clause 26 of IOD to not misuse pocket terrace/part terrace/stilt; (6) as per clause 35 of IOD to apprising the prospective buyers regarding contravening toilets; (7) as per clause 43 of IOD to have minimum nuisance during construction activity; (8) as per clause 52 of IOD to handover setback area for the balance portion of the plot under this proposal as and when required by

MCGM at the time of OC; (9) as per clause 56 of IOD to sell the flats on carpet area basis to prospective purchasers and abide by the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Act and amended upto date; (10) as per clause 63 of IOD not to raise objections if the neighbouring plot owner comes for development with deficiency in open spaces; (11) as per clause 64 of IOD to incorporate the condition in sale agreement with prospective buyers that the building under reference is constructed with open space deficiency; (12) as per clause 65 of IOD for the structural stability of pit parking tower and (13) as per clause 66 of IOD to incorporate clause in sale agreement so as to make aware the prospective buyer about the deficient manoeuvring space/deficient width drive way.

- c. By and vide Indemnity Bond dated 8th September, 2016 duly registered with Sub – Registrar of Assurances at Mumbai under Serial BBE5/5662/2016, whereby the Promoter indemnifies MCGM as per the terms of IOD dated 01.01.2016 as under (1) as per clause 13 of IOD indemnify MCGM for the damages, risk, accident to the occupiers working labours and also undertakes for no nuisance will be done while execution of the work; (2) as per clause 28 of IOD no nuisance due to contravening toilets; (3) as per clause 29 of IOD indemnify MCGM against disputes, claims, litigation, claims arising out of ownership of the plot; (4) as per clause 56 of IOD indemnifying MCGM and its officers from any legal complication arising due to MOFA and (5) as per clause 56 of IOD indemnifying MCGM and its officers against the litigation arising out of hardship to occupants due to mechanized failure.
 - d. By and vide Indemnity Bond dated 25th April, 2017 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE1/1916/2017, whereby the Promoter indemnifies the Superintendent of Land Records and all other Government offices against any claims, damages, liabilities, suits from proceedings that may suffer, incur or be put to as a result of inserting the name of Promoter on the property card and other land revenue records.
- F. As regards to the permissions and approvals obtained for the development of the said properties:
- a. The Promoter through their Architect submitted the proposal for redevelopment of the said first property and said second property to MHADA and the same was approved by Maharashtra Housing and Development Authority (**“MHADA”**) vide its NOC dated 2nd May, 2014 under Ref No. R/NOC/F- /3128/MBRRB – 14 and NOC dated 17th August, 2012 under Ref No. R/NOC/F-2030/4532/MBRRB-12 on the terms and conditions as specified therein respectively. The same is revised for composite redevelopment in respect of said first property and said second property vide NOC dated 15th May, 2014 under Ref No. R/NOC/F-2232/3407/MBRRB – 14 and same was revised from time to time.
 - b. The Revised MHADA NOC dated 12th November, 2020 under Ref. No. R/NOC/F-2030&2232/4738/M.B.R. & R. Board – 2020 has been issued in favour of M/s. Naminath Erector & Developers LLP, whereby the NOC was granted for redevelopment of the said Properties with FSI 3.00 or a FSI required for rehabilitation of existing occupiers plus 60% incentive, whichever is higher, in accordance with Regulations and further revised vide NOC dated 20th December, 2021 under Ref. No. R/NOC/F-2030&2232/10525/M.B.R.&R. BOARD – 2021 and NOC dated 20th December, 2021 under Ref. No. R/NOC/F-2030&2232/10526/MBRRB – 2021.
 - c. The Promoter through their Architect submitted the proposal for NOC for redevelopment of the said properties to Chief Fire Officer, Fire Brigade Department of Municipal Corporation of Greater Mumbai (**“MCGM”**) and accordingly Fire Brigade Department of MCGM issued its NOC dated 14th August, 2014 under Ref No. FB/HR/RI/41 however subject to the terms and conditions set out therein. Further, amended fire NOC was issued by the Fire Brigade Department of MCGM vide its NOC dated 02nd November, 2021 under Ref. No. EB/6779/D/A/CFO/1/Amend however subject to the terms and conditions set out therein.

- d. The Promoter through their Architect submitted the parking layout plans in respect of the redevelopment of the said properties to Office of Dy. Ch. Eng. (Traffic), MCGM and accordingly Parking NOC dated 14th August, 2014 under No. Dy.Eh.E./P -417/Traffic came to be issued however subject to the terms and conditions set out therein and same has been amended vide amendment approval dated 15-10-2021 by Mr. Ziauddin Siddiqui i.e. Architect and consultant as per DCR and however subject to the terms and conditions set out therein.
 - e. The Building Proposal Department of MCGM sanctioned the plans of the proposed Buildings to be constructed on said properties and issued an Intimation of Disapproval ("**IOD**") dated 1st January, 2016 under No. EB/6779/D/A, however subject to terms and conditions stated therein and same came to be amended vide Amended Approved Plans dated 30th December, 2021 under Ref. No. EB/6779/D/A/337/2/AMEND.
 - f. The Building Proposal Department of MCGM has issued Commencement Certificate ("**CC**") dated 22nd June, 2017 under No. EB/6779/D/A upto plinth level and same has been extended and extended from time to time. New CC came to be issued on 28.03.2022 under Ref. No. EB/6779/D/A/FCC/1/New as per approved amended plans dated 30-12-2021 and same has been further extended till the 16th floor of proposed building.
- G. In respect of the Project:
- a. The Promoter have appointed Mr. Vijay J. Kabre as Architect, registered with the Council of Architects, (hereinafter referred to as the "**Project Architect**") and Structural Consultant M/s. Z Z Consultants in respect of the design and execution of the Project (hereinafter referred to as the "**Project Consultant**"). The Promoter shall have the right to remove and substitute the Project Architect and/or Project Engineer and has accepted their professional supervision till the completion of the Project;
 - b. The Promoter have obtained the Title Certificate dated 01st July, 2022 issued by M/s Lex Services, Advocates and Attorneys, whereby the title of the Promoter to the said properties and the development rights of the Promoter in respect of the said properties is certified.
 - c. In these circumstances, the Promoter is re-developing the said properties by constructing a composite multistoried building wherein shall be re-accommodating the existing tenants / occupants as certified by MHADA and shall be selling on ownership basis, Flat/ Commercial premises therein available under free sale and more particularly under the provisions of Regulation 33 (7) of the said Development Control and Promotion Regulations of Greater Mumbai (**DCPR 2034**) and to avail of and consume the Floor Space Index, the permissible Transfer of Development Rights (TDR) of the said Properties including its potential as a receivable plot and /or pursuant to necessary amendments or modification in the prevailing norms of the Government, MHADA, BMC or any other local authority, it is now presently contemplated that the re-development shall inter-alia comprise of one composite building to be known as "**Onyx**" comprising of Four-level Basement(inclusive of five-level car parking spaces) + Ground to 2nd Floor (Commercial) + 3rd Service Floor + 4th to 7th Floor (Rehab Flats) + 8th Floor (Part Rehab Flats, Part Sale Flats and Part Refugee) + 9th to 13th Floor (Rehab Flats) + 14th Floor (Part Rehab Flats and Part Sale Flats) + 15th Floor (Part Refugee and Sale Flats) + 16th Floor to 21st Floor (Sale Flats) + 22nd Floor (Part Refugee and Sale Flats) + 23rd Floor (Sale Flats) (hereinafter referred to as "**Composite Building**").
- H. The Promoter have registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. _____.
- I. By virtue of the said Agreement and the said approvals the Promoter alone, have the sole and exclusive right to sell the shop/office/ flat/ and to allot parking/open parking spaces in the said free sale building to be constructed by the Promoter on the said Properties and to enter into agreements with the Allottee/s and to receive the sale proceeds in respect thereof.

- J. The Allottee/s demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said properties, permissions, approvals, and the plans, designs and specifications prepared by the Promoter Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**the said MOFA**") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said RERA** ") and the rules made thereunder.
- K. While sanctioning the said plans, the concerned local authority and/or Government/ the said MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Properties and constructing the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said Proposed building/s shall be granted by the concerned local authority.
- L. The Promoter accordingly have commenced development of the said Properties and construction of the said Composite Building in accordance with the said plans. The said project is to be known as "**Onyx – A Project by Naminath and Sanghvi**".
- M. The Allottee/s has applied to the Promoter for allotment of a Residential Flat in the Composite Building and has/have requested the Promoter to sell to him/her/them/it the residential Flat No. _____ admeasuring ____ Sq. Mtr. RERA carpet area, calculated as per guidelines of MahaRERA equivalent to ____ Sq. Mtrs Municipal Build Up Area shown in Red colour boundary lines on the floor plan annexed hereto as **Annexure "F"**, on the _____ floor of **Onyx ("said Flat/Unit")** and the right to use and maintain the car parking space allotted to him/her/them in the _____ level ("**Car Park**") (for the sake of brevity the said Flat/Unit and Car Park are hereinafter collectively referred to as the "**Premises**").
- N. Accordingly, at the request of the Allottee/s the Promoter have agreed to sell/allocate and the Allottee/s has /have agreed to purchase the said premises at or for the total consideration of Rs. _____/- (Rupees _____ only) and on the other terms and conditions as appearing hereinafter.
- O. Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) as earnest money (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner appearing herein.
- P. The Allottee/s has/have carefully read and understood the contents and meanings of each clause of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Allottee/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.
- Q. Under Section 13 of the said RERA, the Promoter are required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Allottee/s. The Parties are, executing these presents which shall registered under the Indian Registration Act, 1908;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said premises.
- S. The list of Annexures attached to this Agreement are as under:

Sr. No.	Annexure	Particulars
1.	Annexure " A "	Copy of Property Register Cards of said Properties
2.	Annexure " B "	Copy of the MHADA NOC dated 20 th December, 2021

3.	Annexure “C”	Copy of IOD dated 1 st January, 2016 issued by the MCGM alongwith with amendment approval letter dated 30 th December, 2021
4.	Annexure “D”	Copy of the CC dated 22 nd June, 2017 issued by MCGM and as revalidated from time to time.
5.	Annexure “E”	Copy of Title Certificate dated 01 st July, 2022 issued by the M/s. Lex Services
6.	Annexure “F”	Typical Floor Plan of the Premises
7.	Annexure “G”	Registration Certificate issued under RERA
8.	Annexure “H”	List of Amenities
9.	Annexure “I”	Rules and Regulations

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

- The Parties hereby declare, agree and confirm that all the representations made in the recitals of this Agreement, are and shall form and be deemed to be an integral and operative part of this Agreement as if incorporated in the main body of this Agreement.
- The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct said Buildings on the said Properties in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Allottee/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, MHADA, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/ or modifications in the plans as they may deem fit so long as the area of the said Flat agreed to be allotted to the Allottee/s remains unchanged and so long as such variation and/or modification does not adversely affect the said Flat, without any permission of the Allottee/s. The Allottee/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
- The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to allot to the Allottee/s one residential Unit/Flat No. _____ admeasuring _____ Sq. Mtr. (equivalent to _____ Sq. Ft.) carpet area as per guidelines of MahaRERA on _____ Floor of **Onyx** (hereinafter referred to as “**said Unit/Flat**”) and the right to use and maintain the car parking space allotted to him/her/them in the _____ level (“**Car Park**”) as shown in Red colour boundary lines on the floor plan thereof hereto annexed and marked **Annexure – “F”** , hereinafter the said Unit/Flat and car park shall be collectively be referred to as the “**said Premises**” and more particularly described in **Second Schedule** hereto below for a lumpsum consideration of Rs. _____/- (Rupees _____ only). The amenities, fixtures and fittings to be provided by the Promoter in the premises and the said sale building are those that are set out in **Annexure – “H”** annexed hereto below. The limited common amenities to be provided by the Promoter in the said Composite building are those as set out in **Third Schedule** written hereunder.
- The Allottee/s hereby agree/s, covenant/s and undertake/s to pay the consideration/Sale Price of the said flat including the car parking space of **Rs. _____/- (Rupees _____ only)** to the Promoter as follows:
 - Amount of Rs. _____/- (Rupees _____ only) 10% plus all taxes including GST and/or any and all other taxes being the Booking Earnest Money on or prior execution hereof.
 - Amount of Rs. _____/- (Rupees _____ only) (not exceeding 35% of the total consideration) plus all taxes including GST and/or any and all other taxes, on completion of Basement Parking, Footing & Piling of the building or wing in which the said flat is located

- c. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 50% of the total consideration) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Plinth Work of the building or wing in which the said Flat is located.
- d. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 53% of the total consideration) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 1 of the building or wing in which the said Flat is located.
- e. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 55% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 3 of the building or wing in which the said Flat is located.
- f. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 57% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 5 including podium & stilts of the building or wing in which the said Flat is located.
- g. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 59% of the total consideration) plus all taxes including GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 7 of the building or wing in which the said Flat is located.
- h. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 61% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter No. 1 on completion of the Slab 9 of the building or wing in which the said Flat is located.
- i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 63% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 11 of the building or wing in which the said Flat is located.
- j. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 65% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 13 of the building or wing in which the said Flat is located.
- k. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 67% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 15 of the building or wing in which the said Flat is located.
- l. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 69% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 17 of the building or wing in which the said Flat is located.
- m. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 71% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 19 of the building or wing in which the said Flat is located.
- n. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 73% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 21 of the building or wing in which the said Flat is located.
- o. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 23 of the building or wing in which the said Flat is located.
- p. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) plus all taxes including GST and/or any and all other

taxes, to be paid to the Promoter on completion of the Brick Work / Internal Plaster / Flooring / doors and Windows, of the said Flat.

- q. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Sanitary Fittings / Staircases / Lift Wells / Lobbies, up to the floor level of the said Flat.
- r. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 90% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the External Plaster / External Plumbing and, Water Proofing, of the building or wing in which the said Flat is located.
- s. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 97% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Lift Completion/Electrical Fittings, of the building or wing in which the said Flat is located.
- t. Balance Amount of Rs. _____/- (Rupees _____ only) plus all taxes including GST and/or any and all other taxes, against and at the time of handing over of the Possession of the Flat to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

5. It is further agreed by the Allottee that :-

- a) The Sale Price is exclusive of all taxes, levies, duties, cess, etc. In addition to the Sale Price, the Allottee/s shall pay all other amounts mentioned herein. Any of the taxes, including GST, levies, duties, cess, etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- b) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments on such terms as may be mutually agreed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- c) Time is the essence for both promoter as well as Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Allottee and the common areas to the association of the Allottees after receiving the part / full occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above.
- d) The Allottee/s shall pay to the Promoter escalations / increases in the Sale Price if such escalation / increase is on account of development charges, payable to the authority and/or any other increase in charges, which may be levied or imposed by any authority from time to time.
- e) The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Allottee/s after the construction of the building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

- f) The Allottee/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, along with the Certificate issued by the Architect, that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that failure on the part of the Promoter to send intimation requiring such payment shall not be a plea, or an excuse by the Allottee/s for non-payment of any amount or amounts.
- g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- h) The Allottee/s shall make all payments of the Sale price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of – **“M/s. NAMINATH ERECTOR AND DEVELOPERS LLP”** In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of – **“M/s. NAMINATH ERECTOR AND DEVELOPERS LLP”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit the amounts paid by the Allottee/s to the Promoter in the manner set out herein below. 70% (Seventy percent) of the amounts deposited/transferred to **M/s. NAMINATH ERECTOR AND DEVELOPERS LLP** Escrow Account, from time to time shall be deposited in a separate account to be maintained under section 4(2)(1)(D) of RERA and same shall be utilised as per the norms of RERA.
- i) The Allottee/s are aware that as per present statute, GST is levied/applicable on the Sale Price payable hereunder and consequently the amount of each instalment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertake/s to pay the amount of the GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter here under, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.
- j) The Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price and GST thereon, the Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Allottee/s after making payment of each instalment and GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Allottee/s is/are aware that the time to make the payment of instalments and GST and all other taxes as mentioned in above is the essence of contract and in an event of delay on part of the Allottee/s to make the payment of any of the instalment together with GST and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and

terminate this Agreement, the Allottee/s shall be liable to pay interest at the rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

6. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
7. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):
 - a. If the Allottee/s commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
 - b. If the Allottee/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, L.O.I, I.O.A. and C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits, etc.;
 - c. If the representation, declarations and/or warranties etc. made by the Allottee/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
 - d. If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - e. If the Allottee/s is/are convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
 - f. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.
 - g. If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s 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/them.
 - h. an event of force majeure has occurred.
8. On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, the Promoter shall give 15 (Fifteen) days' notice to the Allottee/s to rectify/remedy such breach. In the event Allottee/s fail/s to rectify/remedy the breach within notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct the earnest money @ of 10 % of the total agreed consideration and the balance, if any, shall be refunded to the Allottee/s without any interest within a period of 30 (Thirty) days after the said Flat has been sold to new Allottee/s and all amounts including the consideration in respect thereof has been received by the Promoter from the new Allottee/s. It is further clarified that any profit arising from such sale of the said Flat to the new Allottee/s shall be of the Promoter and the Allottee/s shall have no claim against the same. If for making payment of the Sale Price the Allottee/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoter. In the event of the Allottee/s committing default of the payment of the instalments of the Sale Price or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Allottee/s shall and hereby undertake to clear the mortgage debt outstanding at the time of the such termination. The Allottee/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Allottee/s has/have cleared the mortgage/debt/charge within 15 (Fifteen) days from the Termination Date. In such an event, the Allottee/s shall become entitled to the refund of the amount without any interest within a period of 30 (Thirty) days after (i) receipt of such letter/no dues

certificate from the financial institution, banks, etc., and (ii) said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. The Allottee/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the above-referred amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee/s till the time of such cancellation / termination. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the Owner (if any) towards the said Flat to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution, etc., the Allottee/s shall be entitled to the refund of the balance amount standing credited to the account of the Allottee/s (if any) with the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Allottee/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the instalments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected.

9. Notwithstanding anything contrary contained herein, in case the Allottee/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit all such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding payment at the rate specified under the RERA Rules per annum compounding quarterly from the due date till the date of realization thereof.
10. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Said Properties is 7604.40 Square Meters only. The Promoter has planned to utilize Floor Space Index upto 6055.30 Sq. Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI. The Promoter has disclosed the Floor Space Index of 8500 Sq. Mtrs as proposed to be utilized by him on the Said Properties in the said Project by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI and by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project and Allottee has agreed to purchase the said premises based on the proposed construction and sale of flats / units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
11. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and The Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Allottee/s as statements and/or representations of fact, and the Allottee/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated

herein. The details of the said Flat shall be mentioned herein and the same shall be final.

12. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
13. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units/shops, car parking, portion or portions of the said Building, etc. including recreation ground, internal roads, recreational facilities such as gardens, gymnasium, society office, etc. shall always be the sole and absolute property of the Promoter. The Allottee/s hereby confirm/s and have consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off the said Properties and/or said Building and/or all other unsold flats/units/shops and car parks and portion or portions of the said Properties including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as gardens as provided in plan, gymnasium, society office, etc. in the manner deemed fit by the Promoter with having consent or concurrence of the Allottee/s or any other person. The Allottee/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various Flats in the said Building along with the Users/Occupiers of other Flats/developments on the said Properties.
14. With regards to the common areas described in the **Third Schedule** hereunder written, it is agreed that:
 - a. The Promoter shall be the owner and will have all the rights, title, interest in respect of the common areas.
 - b. the Allottee/s will not have any right, title, interest etc. in respect of the said common areas.
 - c. the Allottee/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.
15. The Promoter shall at their sole discretion and at the cost and expenses of the Allottee/s of the flats in the Building, form and register co-operative society/s under the Maharashtra Co-operative Societies Act 1960 to be known by such name as the Promoter may decide (such co-operative society/s or condominiums or Limited company comprising of existing tenants / occupants as certified by the MHADA and the holders of Flat shall hereinafter be referred to as the **“said Organizations”**) within a period of three (3) months of the majority of the Allottee / purchasers under free sale units / flats having purchased their respective flats in the said Building.
16. The Allottee/s shall join in forming and registering the organization of the Building in which the said Flat is agreed to allotted and to be known by such name as the Promoter may decide and for this purpose also from time to time, the Allottee/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said organization and for becoming a member, including the bye-laws of the said organization and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the organization of the Allottee/s of the composite Building. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.
17. The Allottee/s hereby agrees that he/she/they are aware that the said composite Building is constructed with open space deficiency.

18. The maintenance charges mentioned in clause 42 below shall be used by the Promoter for maintenance and management of the infrastructure, common area and facilities such as lights, car parking spaces, storm water drains, drainage system, sewerage, water tank, gardens, security, etc. In case it is so required, the maintenance charges mentioned in clause 42 below may also be used by Promoter at their discretion for any other purpose. It is however agreed that the Allottee/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their Organization as may be determined by his/her/their Organization to be paid to the Organization as aforesaid.
19. The Allottee/s shall at the time of taking possession of the said Flat from the Promoter pay to the Promoter amounts as specified in Clauses 41 and 42 below.
20. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/units/shops, car parking spaces, portion or portions of the said Building, etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may, if it so desires, become a member of the Organizations in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Organizations shall object to or dispute the same. On the Promoter intimating to the Organizations, the name or names of the Allottee/s or acquirer/s of such unsold flats, shops, premises, etc., the Organizations shall forthwith accept and admit such Allottee/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Allottee/s towards development charges, legal charges, etc. as mentioned in clause 41 below. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided, however, in the event that the Promoter occupies or permits occupation of any flat, such occupant/s or the Promoter, as the case may be, shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/confirmation of the Organization.
21. Notwithstanding anything contained herein it is however agreed that the Promoter shall always have irrevocable and unconditional rights and shall be entitled to:
- a. utilize, consume, load, exploit etc. entire FSI, potential, yield of the said properties, TDR, Fungible FSI, free FSI, compensatory FSI, premium FSI and all FSI's, benefits, etc.;
 - b. complete the construction of the said Building and all other buildings on the said Properties; and
 - c. sell all the premises, etc. and receive all the amounts from the Allottee/s including the Sale Price from the Allottee/s hereof.
22. The Allottee/s shall at no time demand partition of the said Building and/or said Properties, and/or the Project etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
23. In the event of the Promoter permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Allottee/s, Wing-wise or Phase wise, as the Promoter may in his sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company and shall not take charge or demand administration of the said Building, till the said Building is duly completed by the Promoter and till entire F.S.I. including T.D.R. consumption benefits available in respect of the said Properties is duly utilized by the Promoter and all the Allottee/s of premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the flats with the Promoter as

contained herein without any delay or default. The Allottee/s further confirms that any such proposed Society, Limited Company or Adhoc Committee shall be subject to overall paramount rights of control and management by the Promoter alone.

24. All costs, charges and expenses incurred in connection with the formation of the said Organizations as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee/s including stamp duty, registration charges, etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Allottee/s and the said Organizations as aforesaid and/or proportionately by all the holders of the flats, etc., in the said Building. The Promoter shall not be liable to contribute anything towards such expenses.
25. The Promoter shall allot all flats, garages, car parking, open spaces, terraces etc. intended to be constructed on the said Properties with a view ultimately that the Allottee/s of all the flats, garages, car parking, open space etc., in said Building shall be admitted to their respective Organization. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, terraces, etc. separately and independently and the Allottee/s of all the flats, garages, car parking, open space in said Building shall be admitted to the Organizations.
26. The Allottee/s and the person/s to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Organizations may require for safeguarding the interest of the Promoter and/or the Allottee/s and other purchasers in the said Properties.
27. It is agreed that notwithstanding anything contained to the contrary herein, the Promoter shall with consent of allottees be entitled to amend the layout and/or to construct additional Building/ structures on the said Properties and/or additional floors on said Building being constructed on the said Properties, even after completion of said Building and/or the said Properties in favour of the Organization. All such additions, alterations, additional floors and/or additional wings, Building and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Properties or elsewhere and/or on account of T.D.R. and/or any other rights, benefits including floating rights which may be available in respect of the said Properties or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I. or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled with consent of allottees to utilize and consume such T.D.R., F.S.I. or any other potential, other rights, benefits including floating rights, etc. to the extent permissible as per rules/regulation in force at such relevant time. The Allottee/s shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever. The Allottee/s consent shall. Be require to the unfettered right of the Promoter to amend the layout and construct and sell/allot the said Building/structures on the said Properties and/or additional floors on the said Building being constructed on the said Properties in the manner by the Promoter deems fit without any further or other permission or concurrence in future subject to consent of allottees.
28. It is agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to develop the said Properties in phase-wise manner and/or sector-wise manner, as the Promoter may desire. The Promoter is retaining unto himself full rights for the purpose of providing ingress or egress to the Allottee/s from the said Properties in the manner deemed fit by the Promoter and the Allottee/s unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
29. It is agreed between the Promoter and the Allottee/s that the Promoter shall on or before completion of the development of the said Properties, shall be entitled to

provide right of way/access to the new buildings / upper floors on existing building that shall be constructed and the Allottee/s consents/agrees not to raise any objection or dispute regards the same now or any time in the future.

30. It is agreed between the Promoter and the Allottee/s that the Promoter shall be entitled from time to time and with consent of allottee and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by BMC in respect of the said Properties to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoter may desire. It is further agreed that the Promoter in his absolute discretion shall be entitled to locate or provide in the said Building on the said Properties any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Allottee/s or the said Organizations at the discretion/option of the Promoter time to time.
31. The Allottee/s hereby expressly gives assent to the Promoter re-design the said Building or increase in number of floors, adding more Building or Building or the recreation area or realigning any internal road, common area, club house, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the said Building in which the Allottee/s has/have agreed to acquire the premises is completed earlier than other Building structures, then the Allottee/s confirms that the Promoter will be entitled to utilize any F.S.I., T.D.R. and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available in the future for any reason including on account of change in regulations/law/act etc. in respect of the said Properties or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilized by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Allottee/s herein and the Allottee/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any such said Organizations as the case may be and the Allottee/s agrees and consent/s not to have any demand or dispute or objection in that behalf.
32. It is agreed, confirmed and covenanted by the Allottee/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said Properties and/or the said Properties and/or get the said Properties sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Allottee/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Allottee/s shall not be entitled to nor shall he/she/they demand sub-division of the said Properties or be entitled to any F.S.I. exceeding the F.S.I. used or any F.S.I. available now or in future and consumed in the said Building and that the Allottee/s and/or the said Organizations shall not be entitled to put up any further or additional construction on the Building exceeding the F.S.I. consumed therein or for any reason whatsoever.
33. The name of project shall always be known as **“Onyx”** and this name shall not be changed without the written permission of the Promoter.
34. It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the **Annexure - H** hereunder written. The Allottee/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities in **Annexure - H**, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Building /said Properties.
35. Subject to Force Majeure circumstances and / or Other Circumstances, and provided the Allottee/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Allottee/s by **31-12-2026 (“Possession Date”)**. If the Promoter fails to offer possession of the said Flat to the Allottee/s on or before the Possession Date, and only if the Allottee/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Allottee/s simple interest as specified in the RERA Rules, on all the amounts paid by the Allottee/s to the Promoter towards Sale

Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.

36. For the purpose of this Agreement, the “force majeure” / “Other Circumstances” shall include but not limited to:

- a. War, civil commotion or act of God;
- b. Any notice, order, rule, regulation, notification of the Government, and / or other public or Competent Authority or any Court.

37. The Allottee/s here by agree and confirm that under any circumstances, the Promoter shall not be responsible for the refund of any of the applicable taxes including GST or any other tax, levy, statutory charges paid by the Allottee/s to the Promoter and/or collected by the Promoter from the Allottee/s.

38. Procedure for taking possession: -

- a) The Promoter, upon obtaining the part / full occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Premises, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) Days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.
- b) The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the part / full occupancy certificate of the Project.
- c) The Allottee shall take possession of the Premises within 15 days of the written notice from the promoter to the Allottee intimating that the said Premises is ready for use and occupancy.
- d) Commencing a Fifteen days after notice in writing is given by the Promoter to the Allottee/s that the said Flat is ready for use and occupation and offering possession of the same, the Allottee/s shall be liable to bear and pay the proportionate outgoings in respect of the said Properties or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Properties or part thereof and the said Building. Until the said Allottee/s are admitted as members of the Organizations, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

39. The Allottee/s shall use the said Flat only for residential / commercial purpose as the case may be and permissible as per approved plans and not for any other activity. The Allottee

40. The Allottee/s shall, simultaneously with the Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 4 above and all other amounts payable by the Allottee/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

Sr. No.	Particulars	Amount (Rs.)
(i)	Legal Charges	
(ii)	Charges for Formation and Registration of Organization	

(iii)	Electric Meter Charges	
(iv)	Water Charges	
(v)	Infrastructure Development Cost	
	TOTAL	

41. In addition to the aforesaid amounts, the Allottee/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered. The Promoter shall maintain account in respect of said amounts and shall provide the same to the Organization at the time of handover to the said Organization only in respect of the said amounts.

Sr. No.	Particulars	Amount (Rs.)
(i)	Share Money	
(ii)	Proportionate share of Maintenance Charges for 18 months	
(iii)	Security Deposit (Minimum) (In the event of deficit in share of maintenance /outgoings)	
	TOTAL	

It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.

42. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause 41 and/or 42 above, then the Allottee/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.

43. The Allottee/s by himself/herself/themselves with the intention to bind all persons into whose hands the said Flat and other Flats may hereinafter come, even after said Building and said Properties is conveyed or leased in favour of the said Organization, is executed, hereby covenant/s with the Promoter as follows:

- a. Not to do or suffer to be done anything in or to the said Building, said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the Building or to the said Flat itself or any part thereof and to maintain the said Flat at the Allottee's own cost in good repair and condition from the date on which the Allottee/s is permitted to use the said Flat. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- b. Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such

goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- c. Not to change the user/use of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- d. Not to demolish or cause to be demolished the said Flat or any part thereof neither 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 and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- e. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do/cause to do any hammering for whatsoever use on the external/dead walls of the said Building or do any act to affect the F.S.I. potential of the said Properties.
- f. Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Allottee/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Allottee's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Properties and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- g. Not to delay/default in payment of the amounts to be paid to the Promoter in addition to the amounts to be collected in Clause 41 and 42 above and pay within 7 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.
- h. Not to delay/default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- i. Not to transfer or assign the Allottee/s right, interest or benefit under this Agreement and/or let, sublet, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written permission of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

- j. Shall not violate and shall abide by all rules and regulations framed by the Promoter/ his designated Project Manager or by the said Organization, for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that the Allottee/s may carry out in the said Flat.
- k. Shall not violate and shall observe and perform all the rules and regulations which the said Organizations may have 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 premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Organizations regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- l. Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee/s shall not hold the Promoter so liable;
- m. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.
- n. Shall never in any manner enclose areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas with consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
- o. Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and/or occupy the common area of the Building such as passage, lobby, staircase and/or any part of the said Properties.
- p. Breach of any of these conditions shall cause this Agreement, shall be construed as event of default on the part of Allottee/s and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions and the consequences as mentioned in clause 19 shall follow. The Promoter shall be entitled to deduct from the payments made by the Allottee/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Allottee/s, however if such payments are inadequate, the Promoter shall be entitled to recover further amounts from the Allottee/s to compensate for the damage so caused and the Allottee/s hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon the Allottee/s shall not dispute the decision of the Promoter in this regard.
- q. In addition to the aforesaid conditions, the Allottee/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:
 - (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Properties and the said Building.

- (ii) Shall not at any time cause or permit any public or private nuisance or use the loud speaker, etc. in or upon the said Flat, said Building or the said Properties or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter.
- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the Said Flat and/or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- (iv) Shall not do either by himself/itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (v) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
- (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
- (viii) Shall cause the Society/Organization to paint the said Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organization.

44.If within a period of five years from the date of handing over the said Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Allottee or the Allottees/ occupants of the other flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.

45.The Promoter shall have irrevocable, unconditional and unfettered rights and be entitled to and the Allottee/s shall permit the Promoter and his surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.

46.The Allottee/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and his surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the

purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Allottee/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges, etc.

47. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Properties or any parts of the said Building or Building including on the terrace and/or on the parapet wall and/or on the said Properties and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Properties as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Allottee/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/said Organization shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

48. The Allottee/s hereby grant/s his/her/their consent to the Promoter mortgaging the said Properties along with the said Building being constructed thereon, to enable the Promoter to augment the funds for the development of the said Properties. The Promoter shall clear the mortgage debt in all respects of the said Properties in favour of the Organization in the manner provided in this Agreement. After the Promoter executes this Agreement he shall not mortgage or create a charge on the premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such premises.

49. Representations and Warranties of the Promoter:

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are two litigations pending before the Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

50. The Allottee/s hereby expressly agrees and covenants with the Promoter that in the event of the said Building on the said Properties being not ready for use and in the event of the Promoter offering occupation of the Said Flat to the Allottee/s then and in that event the Allottee/s shall not have any objection to the Promoter completing the construction of the balance Building or additional floors on the said Properties without any interference or objection. The Allottee/s further confirms that he/she/they shall not object or dispute construction of the balance Building or Building, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or Building or Building on the said Properties as they may desire in their absolute discretion without any interference or objection or dispute by the Allottee. The Allottee/s hereby shall consents to the same time being under any law as applicable.

51. The Allottee along with other allottee(s) of the Apartment in the building shall join informing and registering the Society or Association or Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute application for registration and/or membership and other papers and documents necessary for the formation and registration of Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of the Companies, as case may be, or any other Competent Authority.

52. The Promoter shall within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the rights, title and the interest of the Promoter in the said structure of the Building or wing in which the said premises is situated.

53. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex Body all the rights, title and the interest of the

Vendor/Lessor/Original/Owner/Promoter and/or the owner in the project land on which the building with multiple wings or building shall be constructed.

54. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the Said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

55. The Allottee/s hereby nominates _____, having his/her/their address at _____, who is the _____ of First and Third holder, and _____ to Second holder, of the Allottee/s as his/her/their nominee in respect of the said Flat. On the death of Allottee/s, the said _____, ("**said Nominee**") shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at his discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.

56. The Allottee/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

57. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned. A notice shall be deemed to have been served as follows:

- a. if personally delivered, at the time of delivery
- b. if sent by courier, registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

58. For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows:

- a. Promoter PAN: AAIFN4781B
- b. Allottee/s PAN:

59. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

60. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of

these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

61. 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 Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
62. As per the Limited Liability Partnership Agreement dated 12th August, 2019 one of the Partners from Naminath Group i.e. Mr. Shantilal Shah, Mr. Jitendra Haria or Mr. Suresh Jain and one of the Directors from Sanghvi Housing & Infrastructure Pvt. Ltd. i.e., Mr. Prithviraj Sanghvi or Mr. Pakshal Sanghvi shall have the right to execute this Agreement on behalf of the Promoter.
63. The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.
64. The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Properties and the said Flat and has/have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE PROPERTIES)

Firstly:

All that piece and parcel of land admeasuring 312 Sq. Yds. as per Property Card and 307 Sq. Yds as per the title documents equivalent to 260.87 Sq. Mtrs. bearing C.S No. 1329 of Girgaon (Girgaum) Division in the Registration District of Mumbai City along with structure standing thereon and situated at Raja Ram Mohan Roy Road, Girgaon, Mumbai- 400 004 and assessed by Municipality under D – Ward and bounded as follows:

On or towards North	: By CS No. 1330, Rani Building
On or towards South	: By CS No. 1328, Contractor Building No.2
On or towards East	: By CS No. 1327, Rajaram Mohan Roy School
On or towards West	: By the said Charni Road

Secondly:

All that piece and parcel of land admeasuring 512 Sq. Yds. equivalent to 428.10 Sq. Mtrs. bearing C.T.S No. 1330 of Girgaon (Girgaum) Division in the Registration District of Mumbai City along with structure thereon known as and situate at Raja Ram Mohan Roy Road, Girgaon, Mumbai- 400 004 and assessed by Municipality under D – Ward No. 1212 (1) and 1212 (3), Street Nos. 7, 8 and 8A and bounded as follows:

On or towards North	: By the said Girgaon Back Road
On or towards South	: By the property of Purshottamdas Punjabhai
On or towards East	: By the property of Dharamdas Ragardas
On or towards West	: By the said Charni Road

THE SECOND SCHEDULE ABOVE REFERRED TO:
(SAID FLAT/PREMISES)

Unit/Flat No._____ on the _____ Floor admeasuring _____ Sq. Ft. (Carpet area) of the constructed area comprising of One/Two/Three bedroom, a hall and a kitchen in the building known as “**Onyx**” along with the right to use and maintain car parking allotted at the basement level.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREA AND FACILITIES

The Staircase, staircase landings, lifts, lift-well, staircase, entrance area, septic tank, soak pit, suction tank, overhead tank, pump room, watchman cabin, compound wall, machine room, electric cabin, mechanical car parking, open to sky garden at Terrace, will be covered in this common area and facilities.

It is further clarified that the open space, i.e. required land appurtenant to all surroundings of the building which is open to sky excluding parking portion covered, stilt, basement will not be covered under this definition.

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

SIGNED SEALED AND DELIVERED)
By withinnamed “**PROMOTER**”)
NAMINATH ERECTOR & DEVELOPERS LLP)
Through its authorised Partners)
1. MR. _____)

2. MR. _____)

In the presence of:

SIGNED SEALED AND DELIVERED)
By withinnamed “**ALLOTTEE/S**”)
MR/MRS/MS. _____)

In the presence of:

MEMO

Received from the Allottee/s abovenamed a sum of Rs. _____/- (Rupees
_____ Only) towards part / full sale consideration in respect of the said
Premises in following manner:

Instrument	Date	Instrument No.	Drawn On	In Favour of	Amount (in Rs.)

ANNEXURE – “H”

Amenities, Fixtures and Fittings

I. General:

- 1. Wide full height French Window

2. Wooden frame door with both side veneer
3. Vitrified Marble flooring in Living Room & passage
4. Premium quality Textured paint finish on the walls
5. Premium quality branded Switches
6. Internet, Television & Telephone connection
7. Provision for Split AC

II. Bed Room

1. Anodized Aluminum sliding windows with Granite framing
2. P.O.P./ Gypsum finish and Elegantly painted Interior

III. Kitchen

1. Premium quality Granite kitchen platform with Stainless steel sink
2. Dado tiles upto beam bottom
3. PVC body Anti-rust Exhaust fan
4. Vitrified Marble Flooring in Kitchen

IV. Bath Room and Toilet

1. Anti skid flooring tiles
2. Designer full height DADO
3. FRP water proof doors
4. Jaguar or equivalent sanitary fitting in bathrooms
5. Branded sanitary wares (Hindware/ Roca or equivalent)

V. Electrical Fittings

1. Fire resistance electric wire (Polycab, Anchor or equivalent)
2. Elegant designer Switches (Legrand, Anchor or equivalent)
3. Provision for Split AC points and pipes
4. Safety features like MCB and ELCB
5. Pre-wired TV, Internet & telephone connectivity

ANNEXURE - "I"

Rules & Regulations

The Allottee/s is bound to observe the following Rules & Regulations very strictly to avoid any damage to the structure as well as to protect and prevent any misuse of the services provided to the building and also to maintain the Elevation of the Building.

1. He / She shall not alter / add any architectural/ structural designs or alter the external appearance of the premises as such act will be considered as illegal & liable for action in law.

2. He / She shall not fabricate/ install any type of grills (S.S. / R.C.C., M.S.) on the windows in outside elevation. Window grill if installed in the premises should be as per the approved design of Architect of the Promoter or the Allottee may also pay the Builders the grill charges so as to maintain the uniform nature and it should be fixed only from inside the window.
3. Not to fabricate / install any kind of bracket for drying clothes on the outer side of the Flats or windows of the premises.
4. Not to fabricate / install any kind of bracket for plants including plant pots or planters of any nature outside the doors or windows of the premises.
5. Not to alter or modify the colour of the common passage area, staircase area and exterior painting.
6. Not to make any structural modification inside the Flat and / or should not touch any structural member (RCC columns & beams). If anybody doing so will be responsible for any damages to the whole structure and rectification of the same and also strict action will be taken against such Flat owner as available including criminal prosecution.
7. Not to alter or modify any external plumbing work done in the premises i.e. GI pipe connections, CI sewerage pipe, PVC pipe, etc.
8. At all times leaking taps should be immediately repaired and all taps to be kept closed when not in use to avoid wastage of water, otherwise penalty of Rs.10,000/- minimum in addition to criminal prosecution will be charged to the concerned person.
9. Spitting is strictly prohibited in any area of the entire building and compound.
10. Not to put loud speaker or have function in the compound or basement or any open area available in the building or make any temporary mandaps without the permission of the society / Promoter.
11. No animal sacrifices and keeping cattle be permitted under any conditions within the building premises / compound.
12. Not to alter or construct on the parking space allotted to Allottee.
13. Not to change the location of the toilet and kitchen and not to construct any additional toilet / kitchen in the Flat.
14. Finishing work done in the Lobby, common areas, staircase area and passages should not be modified / altered.
15. Water proofing of toilets and kitchen sink area not be disturbed. If anybody desire to make any modification or alteration in the Flat same can be done only on experts consent & permission of the Builder or guarantee in writing that they will take the responsibility to rectify if there is any leakage in future and they will be responsible for any damage and consequences to the premises due to such alteration.
16. Not to construct any additional walls on the floors.
17. Split Flat of air conditioner should be placed within the alignment of provision provided for window A/c. and also provide adequate measures to avoid water dripping there from.
18. Not to construct mezzanine floors or lofts in any rooms of the Flat.
19. Changing the type / shape of windows or window frames or making the windows bigger or smaller is not permissible.
20. It is the responsibility of the Flat owners to ensure safety and security of their belongings while moving / shifting into the Flat and they further have to ensure that no damage whatsoever will be caused to the lift, lobby and staircase finishing work done. If any damaged caused due to material dumping or while shifting or found,

same be rectified immediately at your own cost otherwise a penalty along with actual cost of rectification will be debited to them.

21. Common area & Refuge area are not allowed to be used other than the purpose for its specified.
22. If Flat Owner desire to appoint any Interior Contractor / Painting Contractor for further finishing work in Flat, prior intimation to Builder in writing about their working schedule including total nos. of persons allowed to work in the Flat so that they can inform the same to the Security Department in advance for their identification and access to the premises. Without prior permission, Security department will not allow them to enter in the premises.
23. No kind of ball game e.g. Cricket, Football, Hockey, etc. are allowed within the building premises / podium / car park area other than play area.
24. During the renovation work of Flat stocking material and collecting debris outside the Flat is strictly prohibited specially in passage, lift lobby area, staircase area, etc. or anywhere in the building and compound other than the specified place on ground floor.
25. Nothing is permitted to be fixed in any of the plumbing ducts and void ducts of the building.
26. Decoration lights are not permitted on the Building Elevation or any Common Areas in the whole building.
27. Lift will not be allowed to use for lifting sand, cement, stone, etc., which will damage the lift as well as other finishing. If anybody doing so will be liable for penalty to ensure that no other people will repeat the same mistake.
28. Loose Debris will not be allowed to be taken through the lifts, or collected on lobby area, common area, refuge area, etc. Debris will remain in the Flat till you directly bring to the designated dumping area as directed by the maintenance incharge/ Security incharge available at site and it should be removed out of the building premises within 24 hours.
29. All terrace Flat owners will allow the maintenance people to do the maintenance and other common services to the building as and when required.

=====
DATED THIS DAY OF_____, 2022
=====

BETWEEN

NAMINATH ERECTOR & DEVELOPERS LLP

... PROMOTER

AND

Mr./ Mrs. /Messrs. _____

...ALLOTTEE/S

~~~~~
AGREEMENT FOR SALE
~~~~~

Drafted By:
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