AGREEMENT FOR SALE

(Draft for approval / without prejudice)

THIS ARTICLES OF AGREEMENT is made and entered into at Mumbai on this _____ day of _________ in the Christian Year Two Thousand and TWENTY THREE

BETWEEN

M/s.**OM NAVRATNA ENTERPRISES L.L.P.,** a Limited Liability Partnership Firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 and having their office at 102, Ganesh Smruti, Malviya Road, Vile Parle (East), Mumbai 400 057, holding P.A. No.**AAHFO4146L,** through its duly Authorized Designated Partners Shri **ALPESH HIRANI,** Shri **SHOBHAN PAREKH** AND Shri **VIPUL DAVE**, hereinafter referred to as **" the DEVELOPERS "** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners for the time being their survivor or survivors and their respective heirs, executors, administrators of the last surviving partner and assigns) **OF THE ONE PART ;**

AND

Mr. ____________________________________ adult/s, Indian Inhabitant/s presently residing at / having his / her / its address at ____ holding P.A.N. No.______________________________**,** hereinafter referred to as " **the PURCHASER/S or the INVESTOR/S or The ALLOTTEE/S**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his/her/their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member / in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART**:

WHEREAS :

A) One Smt.Kanchangauri Kanji Dave nee Kanchangauri Labhshankar Dave, was the original owner of the property bearing Original Plot No.33, Final Plot No.33, T.P.S. I, C.T.S. Nos.796, 796/1 to 6 admeasuring 431.44 sq. mtrs. as per T.P. Remarks at Hanuman Road, Vile Parle East, MUMBAI 400 057, Mauje Vile Parle, Taluka Andheri, within the registration District and Sub-District of Mumbai City and Mumbai Suburban alongwith the Building known as " Nav Ratna " then standing thereon, with 14 members thereto, being Ground plus 2 upper floors structure, without lift facility thereto, was constructed by the Developers M/s.Span Builders vide Articles of Agreement executed on or about 23rd December, 1976 and having sold the premises therein to various premises acquirers on ownership basis, with the Occupation Certificate having been issued thereto bearing No.CE/6782/BS II/AK dated 3rd October, 1978 and Building Completion Certificate having been issued vide No. CE/6782/BS II/AK dated 8th February, 1979, hereinafter referred to as " **the said property** " and more particularly described in the **FIRST SCHEDULE** hereunder written ;

B) The premises acquirers in the said Building Nav Ratna duly formed and registered the Society of the premises acquirers thereto namely Nav Ratna Co-operative Housing Society Ltd., a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, vide Registration No.BOM/HSG/5942 of 1979 having its registered office at Nav Ratna

Apartments, Plot No.33, Hanuman Road, Vile Parle (East), MUMBAI 400 057 and the said Society then approached the Ld. District Deputy Registrar, **seeking deemed conveyance of the said land and building in their favour and the competent authority granted the Deemed Conveyance U/s.11 of the Maharashtra Ownership of Flats Act, 1963, in favour of the said Society vide Order bearing Ref. No.152/2013 dated 18th January, 2016 and the said Society duly registered the same with the Sub-Registrar of Assurances under No.BDR-4/1666/2016 ;**

C) The said Society had thereafter applied to all the concerned departments and authorities seeking to add their name in the records as owners including the Property Register Card, M.C.G.M., etc. and the Property Register Card in respect of the said Property stands duly mutated and amended to depict the name of the said Society in place of the original owner Smt.Kanchangauri Kanji Dave nee Kanchangauri Labhshankar Dave. A copy of the latest Property Register Card in respect of the said property depicting the name of the said Society as owners thereof is annexed hereto and marked as **Annexure "A"** ;

D) The said Society with an intent to redevelop its said property, thereafter approached the **DEVELOPERS** herein, who have vide their offer letter dated 13th April, 2021 placed before the said Society the commercial offer, which the said Society, in its Special General Body Meeting held on 11th April, 2021 duly resolved, after discussion amongst themselves of approval and acceptance of the said offer and appointment of the **DEVELOPERS** herein for the redevelopment of the Society property and for grant of development rights thereto ;

E) In pursuance to the provisions of the Development Control Regulations, 1991 and 2034, it is permissible to consume outside TDR on the said Property by treating the same as baseland and/or recipient plot under the provision of the Development Control Regulations for Greater Bombay 1991 and 2034 ;

F) Thereafter the Special General Body Meeting of the Society was held on 11th April, 2021, whereby all the members present in the meeting unanimously gave their consent for the appointment of the **DEVELOPERS** herein for the redevelopment of the Society's said property on the terms and conditions as was mutually agreed and accordingly the Ld. Deputy Registrar, Co-operative Societies, "K" East Ward by his letter bearing No./1793/2021 dated 21st December, 2021 granted his approval for the grant of development rights by the said Society to the **DEVELOPERS** herein in respect of the Society's said property. Copies of the said Resolution and Order are hereto annexed and marked as **Annexure "B" (Colly.)** ;

G) The Special General Body Meeting of the Society held on 9th January, 2022 has also approved the draft of the Development Agreement and the consequential General Power of Attorney to be executed by the Society in favour of the **DEVELOPERS** herein and resolved and empowered the Chairman, Secretary and Treasurer / Member to execute and register the same and have the Society's seal affixed thereto as well as to the said Power of Attorney. Based on the said confirmation by the General Body of the Society, the Society then duly executed the Development Agreement and Power of Attorney on 20th January, 2022 and registered the same with the Sub-Registrar of Assurances under Nos.BDR-18/973/2022 and BDR-18/977/2022. Copies of the Index II of the said Development Agreement and the entire Power of Attorney / relevant pages are annexed hereto and marked as **Annexure "C" (Colly.)** ;

H) The **DEVELOPERS** then applied to the B.M.C. for consumption of F.S.I. and T.D.R. and grant of the full development potential for redevelopment of the said property. In furtherance thereto, with the Full I.O.D. with T.D.R. having been acquired and loaded in the name of the Society, having been issued by the B.M.C. bearing Ref. No.P-8160/2021/(33)/K/E Ward/FP/IOD/1/ NEW dated 3rd January, 2022, the said property then consisting of members of the said Society, had been duly vacated by the said members and the Society handed over the physical possession of the same to the **DEVELOPERS** for demolition and redevelopment and the **DEVELOPERS** have accordingly demolished the said Building and commenced construction of the new Building thereon, in lieu of the issuance of the Commencement Certificate dated ___________ by the B.M.C.. Copies of the said I.O.D. and C.C. are annexed hereto and marked as **Annexure "D" (Colly.)** ;

I) The **DEVELOPERS** are thus presently redeveloping the **said property**, having demolished the said then existing Building and using the proportionate F.S.I., T.D.R., Fungible F.S.I., development potential, etc., thereto. A copy of the City

Survey Layout plan of the **said entire property** demarcated in Red Colour boundary line area is duly annexed hereto and marked as **Annexure "E"** ;

J) In the premises aforesaid, the **DEVELOPERS** herein are entitled to redevelop the said property in the manner as it may deem fit and proper ;

K) In accordance with the provisions of the Development Control Regulations, 2034 and/or B.M.C. Act, 1888, the **DEVELOPERS** herein are entitled to use the balance/available F.S.I. of the said Property, the F.S.I. available by demolishing the existing structures, the F.S.I. / area available by payment of premium or otherwise F.S.I. of the area under reservation as permitted and also entitled to consume outside F.S.I., by way of Transfer of Development Rights (T.D.R.) on the said Property, more particularly described in the **First Schedule** hereunder written, by treating the said Property, as base land/recipient plot, load and utilize the T.D.R., F.S.I. thereon, under the said Regulations as also by way of fungible F.S.I. till the time the Promoters herein declares that the said project is completed in all respects ;

L) The **DEVELOPERS** herein are presently proposing to construct the new building, being purely residential building to be known as / named ___________________ on the **said property**, for purely residential users consisting of stilt and ______ residential floors thereon, for which the **DEVELOPERS** herein have obtained the requisite and necessary approvals for building plans for construction of the proposed residential building and sanction from the B.M.C. and the other concerned authorities ;

M) The **DEVELOPERS** herein have registered the Project under the provisions of The Real Estate Regulatory Act, 2016 with The Real Estate Regulatory Authority vide Reg. No._________________________. The authenticated copy is attached hereto as **Annexure "F"** ;

N) The PURCHASER/S / INVESTOR/S / Allottee/s have demanded from the **DEVELOPERS** herein and the **DEVELOPERS** have given inspection to the PURCHASER/S / INVESTOR/S / Allottee of all the documents of title relating to the project land and already obtained approvals and Title Certificate and the approved plans, CFO approvals, Civil Aviation approvals, the plans, designs and specifications prepared by the Promoter's Architects M/s.___________________________ and of such other documents as are specified under The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder including the true copy of the plans, designs and specifications prepared by the **DEVELOPERS**' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, etc.) Rules, 1964, (hereinafter referred to as "the said Act") and the PURCHASER/S / INVESTOR/S / Allottee/s confirm having seen, perused, verified and understood the said documents, writing etc., fully and has/have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents. The PURCHASER/S / INVESTOR/S / Allottee/s has/have taken inspection of the said documents to his/her/their satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Property and an authority of the **DEVELOPERS**, to develop the said Property, amending the plans and completing the redevelopment thereof ;

O) The said Property is not under any reservation under the development plan save and except as stated shown in the D.P. Remark dated ____________ bearing No.________________. A copy of the D. P. Remark with the Plan is annexed hereto and marked as **Annexure "G"** ;

P) The **DEVELOPERS** herein are redeveloping the said Property and constructing a new building thereon and are selling / allotting on ownership basis, the Flats and stilt / stackable car parking system / tangium car parking system and other premises therein ;

Q) At the instructions of the **DEVELOPERS**, its Advocates ___________________ have investigated the title of the **DEVELOPERS** and the said Advocates by their Certificate of Title dated ____________, which is based on inspection of the original title documents, issuance of the Public Notices and conducting a search in the office of the Sub-Registrar of Assurances, certified that the title of the **DEVELOPERS** to the said property is clear and marketable and free from all encumbrances. The Public Notices were issued in the ________________ and

_____________ newspapers in its Editions dated ____________ and the Search Clerk Shri ___________________ has issued his Search Report dated __________, wherein no third party rights and/or adverse claims were received and/or are noted in terms of the No Claims Certificate dated _________ issued by the said Advocates. The **DEVELOPERS** have also given to the purchaser's inspection of the copies of the Certificate of Title, Public Notices and No Claims Certificate issued by the said Advocates and Search Report, which are annexed hereto and marked as **Annexure "H" (Colly.)** ;

R) The **DEVELOPERS** having appointed an Architect registered with the Council of Architects, have also appointed a Structural Engineer M/s.________________ for the preparation of structural designs and drawings of the said proposed building/s and the **DEVELOPERS** herein accept the professional supervision of the Architect and Structural Engineer till the completion of the said proposed building/s namely _______________ ;

S) The **DEVELOPERS** alone have, subject to the terms and conditions of the said Development Agreement and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or deal with the flats / premises and car parking spaces or any other premises to be constructed by the **DEVELOPERS** on the said property and to enter into agreement/s with the Purchaser/s of the flats / premises and car parking spaces, etc. and to receive the sale proceeds in respect thereof ;

T) While sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **DEVELOPERS** while redeveloping the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority ;

U) The **DEVELOPERS** have accordingly commenced construction of the said new building in accordance with the said proposed plans ;

V) In these circumstances, the **DEVELOPERS** are in process of redeveloping the said Property and constructing / propose to construct proposed new building thereon and are selling on ownership basis, flats / premises and other premises therein ;

W) The Purchaser/s / Investor/s / Allottee/s confirm to have done complete due diligence in respect of the title of the said **DEVELOPERS** to the said Property and after having inspected and verified all documents, plans, sanctions, permissions, approvals, schemes etc. and upon being fully and completely convinced in all respects thereto, has/have approached the **DEVELOPERS** herein and entered into this Agreement for Sale for purchase of Premises / Flat No**._______ admeasuring about ______ sq. ft. RERA Carpet Area** on the ________ Floor in the Proposed Residential Building to be known as **" _________________________ "** (hereinafter collectively referred to as the said **"FLAT"**), as shown delineated in **RED** colour boundary line on the duly approved Floor Plan, annexed hereto is a copy of the Typical Floor Plan and marked as **Annexure "I".** The Purchaser/s / Investor/s have further agreed and confirmed that he/she/they shall be allotted ________ user rights of car parking space in open / stilt / stackable car parking system / tangium / puzzle car parking system (hereinafter referred to as the said "CAR PARKING SPACE/S") for parking their own motor vehicles or otherwise. The said Flat is referred to as the said **"PREMISES"** and more particularly described in the **SECOND SCHEDULE** hereunder written, which is being sold and allotted to the Purchaser/s / Investor/s / Allottee/s, for the total sale consideration of **Rs.__________/- (Rupees ____ Only) ("Sale Price / Total Consideration")** being the proportionate price of the common areas and facilities appurtenant / available to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **THIRD SCHEDULE** annexed herewith ;

X) The RERA Carpet Area of the said Premises is _____ square feet and "RERA Carpet Area" means the net usable floor area of a premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said premises ;

Y) Prior to the execution of these presents, the Allottee/s has/have paid to the **DEVELOPERS** a sum of **Rs.________/- (Rupees ________________________________ Only)**, being the part payment of the total sale consideration of the said Premises agreed to be sold by the **DEVELOPERS** to the Allottee/s, as advance payment or Application Fees (the receipt whereof the **DEVELOPERS** doth hereby admit and acknowledge the same and forever release, acquit and discharge the Purchaser/s / Investor/s / Allottee/s in that respect) and the Allottee/s has/have agreed to pay to the **DEVELOPERS** the balance sale consideration in the manner hereinafter appearing ;

Z) U/s. 13 of the said The Real Estate Regulation Act, 2016, the **DEVELOPERS** are required to execute a written Agreement for Sale of the said Premises with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 ;

AA) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **DEVELOPERS** hereby agree to sell and the Allottee/s hereby agrees to purchase the said Premises and the car parking space (if applicable) ;

BB) Under section 4 of the said Act, the **DEVELOPERS** are required to execute a written Agreement for Sale of the said Flat in favour of the Purchaser/s / Investor/s, being in fact, these presents and it is also required that the said agreement be registered under The Registration Act, 1908 and which the Purchaser/s / Investor/s/ Allottee/s have agreed to lodge for registration with the jurisdictional registering authority and inform the **DEVELOPERS** to enable them to admit the execution within statutory period mentioned under Sections 23 and 25 of the Registration Act, 1908 ;

CC) Hereinafter for the sake of brevity, the term Purchaser/s / Investor/s / Allottee/s shall be referred to as " the Purchaser/s " or " the Allottees " and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Bombay Stamp Act, 1958 :

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

1. All the recitals mentioned hereinabove shall form an integral part of this Agreement as if the same are set out verbatim in the body of this Agreement.

2. The **DEVELOPERS** under the terms and conditions of these presents shall construct or cause to be constructed one residential building for residential user consisting of ground Floor / stilt and thereafter the residential floors above shall be ________ Habitable Upper Floors (hereinafter referred to as the said **"PROPOSED RESIDENTIAL BUILDING"**) in the Building to be known as ________________________, in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been inspected, verified and approved by the Purchaser/s / Investor/s / Allottee with only such variations and modifications as the **DEVELOPERS** may consider necessary or

as may be required by the concerned local authority or the Government to be made in them or any of them.

3. The Purchaser/s / Investor/s / Allottee has / have prior to the execution of this agreement satisfied himself / herself / themselves / itself about the title of the **DEVELOPERS** to the said property and that of the saleable premises herein and he / she / they / it shall not be entitled, to further investigate the title of the **DEVELOPERS** and/or the saleable premises and no requisitions or objections shall be raised on any matter relating to the title by the Purchaser/s / Investor/s / Allottee after execution of this agreement.

4. The Purchaser/s / Investor/s / Allottee hereby agrees/agree to purchase from the **DEVELOPERS** and the **DEVELOPERS** hereby agree to sell to the Purchaser/s / Investor/s a residential Flat bearing No.__________ admeasuring _______ Sq. ft. RERA carpet area, including Fungible F.S.I. on the _________ floor of the proposed Residential Building to be known as "__________________________", as shown delineated in RED colour boundary line on the duly approved Floor Plan, annexed hereto. The Purchaser/s / Investor/s have further agreed and confirmed that he/she/they shall be allotted with ________ user rights of car parking space in open / stilt / stackable car parking system / tangium / puzzle car parking system (hereinafter referred to as the said "CAR PARKING SPACE/S") for parking their own motor vehicles or otherwise. The said Flat is referred to as the said "PREMISES" and more particularly described in the SECOND SCHEDULE hereunder written, being sold and allotted for the total sale consideration of **Rs. ______________/- (Rupees**

______________________________________ **Only)** ("Sale Price / Total Consideration") being the proportionate price of the common areas and facilities appurtenant / available to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the THIRD SCHEDULE annexed herewith.

The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs. ____________________/- (Rupees _______________________ Only) (10%)** as and by the way of earnest money. The Balance sale consideration is payable by the Allottee/s as under:

Sr No.	**Particulars**	**Percentage**
1	Upon booking of the Apartment	9.99%
2	Upon completion of the Plinth	30.01%
3	Upon Completion of RCC Structure	30%
4	on initiation of the brick-work	10%
5	on initiation of the internal plastering	5%
6	on initiation of flooring and tiling	5%
7	on initiation of External Plaster & Painting of the building	5%
8	On Possession	5%
	Total	**100%**

5. The Total Price above excludes Taxes (consisting of tax paid or payable by the **DEVELOPERS** by way of T.D.S. of 1% and G.S.T. of 5% or any other similar taxes which may be levied, in connection with the construction of and carrying out the

Project payable by the **DEVELOPERS**) up to the date of handing over the possession of the said premises. The benefit of input tax credit in respect of GST has already been passed on in the Agreement value mentioned hereinabove. The Purchaser/s / Investor/s / Allottee/s shall directly pay such amounts as deducted by him/her/them from the said total sale consideration, to the concerned departments and certify the same to be so paid to the **DEVELOPERS** through their Chartered Accountant.

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

7. The **DEVELOPERS** shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon

confirmation by the **DEVELOPERS**. If there is any reduction in the carpet area, within the defined limit, then the **DEVELOPERS** 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, then the **DEVELOPERS** 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 hereinabove.

8. The Allottee/s authorizes the **DEVELOPERS** to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the **DEVELOPERS** may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner. Each of the installments mentioned hereinabove shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

10. **FORCE MAJURE CLAUSE**: The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of March , 2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

11. Time is essence for the **DEVELOPERS** as well as the Allottee/s. The **DEVELOPERS** shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be and manage and maintain the said property till one year from the date of issuance of the said Occupation Certificate. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the **DEVELOPERS** as provided hereinabove.

12. The **DEVELOPERS** hereby declare that the Floor Space Index available as on date in respect of the said existing Building being redeveloped on the said property is ________ square meters only and the **DEVELOPERS** have planned to utilize Floor Space Index of ____________ square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI 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. The **DEVELOPERS** have disclosed the Floor Space Index of ______________ square meters as proposed to be utilized by it on the said Building being presently redeveloped in the said Project and Allottee has agreed to purchase the said premises based on the proposed construction and sale of the said premises to be carried out by the **DEVELOPERS** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **DEVELOPERS** only, except the premises to be allotted to the existing members of the said Society.

13. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the **DEVELOPERS** in the said building and the said premises as are set out in **Annexure 'J'**, annexed hereto.

14. **Procedure for taking possession** - The **DEVELOPERS** herein, upon obtaining the 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 said premises, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the **DEVELOPERS** shall offer possession of the said premises to the Allottee. The **DEVELOPERS** agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **DEVELOPERS.** The Allottee agree(s) to pay the maintenance charges in advance for one year as determined by the **DEVELOPERS** or association of Allottees, as the case may be. The **DEVELOPERS** on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

15. The Allottee shall take possession of the said premises within 15 days of the written notice from the **DEVELOPERS** to the Allottee intimating that the said premises are ready for use and occupancy.

16. **Failure of Allottee to take Possession of said premises :** Upon receiving a written intimation from the **DEVELOPERS**, as set out herein, the Allottee shall take possession of the said premises by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the **DEVELOPERS** shall give possession of the said premises to the Allottee. In case the Allottee fails to take possession within the time provided herein and in

the said R.E.R. Act, such Allottee/s shall continue to be liable to pay maintenance charges as applicable from the expiry of the date to avail of such possession.

If within a period of five years from the date of handing over the said premises to the Allottee, the Allottee brings to the notice of the **DEVELOPERS** any structural defect in the said premises or the building in which the said premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **DEVELOPERS** 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 **DEVELOPERS**, compensation for such defect in the manner as provided under the Act, subject to the same not being due to the modifications, rectifications, alterations, amendments, etc. by the Allottee/s to the said new premises, contrary to what is set out in the duly approved plans.

17. The Allottee shall use the said premises or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the car parking space (If any) only for purpose of keeping or parking vehicle.

18. The Allottee along with other allottee(s)s of said premises in the said new building/s to be constructed on the said property, as and when completed, shall join in the existing Society i.e. the Navratna CHS Ltd., which is the owner of the land and building and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly

fill in, sign and return to the **DEVELOPERS** within seven days of the same being forwarded by the **DEVELOPERS** to the Allottee, so as to enable the said Society to enroll the Allottee/s as members of the said Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Ld. Deputy Registrar, Co-operative Societies, "K" East Ward, MUMBAI. The registered body aforesaid shall continue to be the owner of the land and building and manage and maintain the newly constructed building. Since the said Society already holds title to the said property as owners thereof and had granted the development rights to the **DEVELOPERS**, nothing remains to be conveyed to the said Society, post completion of redevelopment thereof.

19. Within 15 days after notice in writing is given by the **DEVELOPERS** to the Allottee that the said premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the project land and Building/s namely local taxes, property taxes, electricity charges, N.A. taxes, maintenance, water charges, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society commences functioning from the newly constructed building, the Allottee shall pay to the **DEVELOPERS** such proportionate share of outgoings as may be determined.

The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developers' provisional monthly contribution of Rs. ______________/- (Rupees ____ **Only)** per month towards the outgoings. The amounts so paid by the Allottee to the **DEVELOPERS** shall not carry any interest and remain with the **DEVELOPERS** (less deduction provided for in this Agreement) until the handing over of the said charge and management to the said registered Society i.e. Navratna CHS Ltd. / for a period of 1 year from the date of issuance of Occupation Certificate, whichever is earlier.

20. In accordance with the provisions of Income Tax Act, the Purchaser/s is/are under obligation to deduct the TDS of **1%** or such rates as may be prescribed by the Government from time to time of the consideration amount and the Purchaser/s shall deduct **the said amount** at the time of payment of each installment and pay the same to the Government Treasury and within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the **DEVELOPERS**. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury, then the Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the **DEVELOPERS** by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the **DEVELOPERS**.

21. In terms of the Goods and Services Act, 2017, G.S.T. is now applicable on the sale consideration payable by the Purchaser/s to the **DEVELOPERS**. In compliance of the same, the Purchaser/s hereby agrees to furnish and pay to the **DEVELOPERS** a Demand draft / Pay order of 5% or such rates as may be prescribed by the Government from time to time on the said purchase price and/or any additional amount (due to enhancement in the percentage of G.S.T. by Government of Maharashtra on the said purchase price) as the case may be, in favour of the prescribed authority being the amount payable towards G.S.T. when demanded by the **DEVELOPERS**.

22. The Purchaser/s is/ are aware that in addition to aforesaid amounts as per present statute, GST are applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the **DEVELOPERS** in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The **DEVELOPERS** shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the **DEVELOPERS** hereunder if such payment is not accompanied with the applicable Tax/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 GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the **DEVELOPERS** in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same.paid as aforesaid, the Purchaser/s shall be liable to pay the same with interest as prescribed under the provisions of The Real Estate Regulatory Act, 2016 and the Rules framed thereto before taking possession of the said unit / premises. In case the said taxes are not paid by the Purchaser/s on or before taking possession of the said Flat/Unit/Premises and/or the said parking space, as the case may be, then in that event, the Purchaser/s hereby irrevocably authorizes the **DEVELOPERS** and the **DEVELOPERS** shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchaser/s. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser/s or the **DEVELOPERS** do not adjust the said unutilized amount for payment of the taxes payable by the Purchaser/s or the **DEVELOPERS** do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser/s, then in that event, the Purchaser shall forthwith on demand pay to the **DEVELOPERS** the amount payable by the Purchaser/s in order to enable the **DEVELOPERS** to pay the same to the concerned authorities. The Purchaser/s confirms that adjustment by the **DEVELOPERS** of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser/s from making payments to the **DEVELOPERS** to meet the short fall in or the further amounts payable by the Purchaser/s and the Purchaser/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the **DEVELOPERS**). The Purchaser/s hereby indemnifies and agrees to keep the **DEVELOPERS** indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the **DEVELOPERS** on account of the Purchaser/s failing to pay to the **DEVELOPERS** on demand the amount payable by the Purchaser/s towards the said taxes as provided hereinabove.

23. Without prejudice to the right of the **DEVELOPERS** to charge interest in terms of what is set out hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the **DEVELOPERS** under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the **DEVELOPERS** shall at its own option, may terminate this Agreement :

Provided that, the **DEVELOPERS** shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the

Allottee fails to rectify the breach or breaches mentioned by the **DEVELOPERS** within the period of notice then at the end of such notice period, then the **DEVELOPERS** shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers as agreed herein) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Allottee to the Developers, subject to the Allottee/s executing and registering a Deed of Cancellation of these presents at his/her/their costs and not otherwise.

24. On the Purchaser/s / Allottee committing default in payment on due date of any amount due and payable by the Purchaser/s / Allottee to the **DEVELOPERS** under this agreement (including his/her proportionate share of amounts / expenses levied by the concerned local authority) and/or on the Purchaser/s / Allottee committing breach of any of the terms and conditions herein contained, the **DEVELOPERS** shall be entitled to at the **DEVELOPERS'** own option, to terminate this agreement in which event the consequences hereinafter set out shall follow:

(a) The Purchaser/s / Allottee shall cease to have any right or interest in the said Premises or any part thereof;

(b) The **DEVELOPERS** shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the **DEVELOPERS** may in its absolute discretion deem fit, without any recourse to Purchaser/s / Allottee/s ;

(c) The **DEVELOPERS** shall refund to the Purchaser/s the amount paid till then by the Purchaser/s to the **DEVELOPERS** as aforesaid after deducting therefrom:

(i) 20% of the purchase price of the said Premises (which shall stand forfeited by the **DEVELOPERS**);

(ii) the taxes and amounts, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;

(iii) the amount of interest payable by the Purchaser/s / Allottee to the **DEVELOPERS** in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

(iv) the amounts as may be deducted by the competent authority by way of stamp duty and/or registration expenses thereof on cancellation / termination of this Agreement;

(d) The **DEVELOPERS** shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s / Allottee. The **DEVELOPERS** shall not be liable to pay to the Purchaser/s / Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s / Allottee any Government Charges such as Taxes, T.D.S., G.S.T., Stamp Duty, Registration Fees, etc.. The amount shall be accepted by the Purchaser/s / Allottee in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Purchaser/s / Allottee agree that receipt of the said refund by cheque from the **DEVELOPERS** by the Purchaser/s / Allottee by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s the post or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the **DEVELOPERS** unless and until the **DEVELOPERS** shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after receiving of such notice.

PROVIDED that if the **DEVELOPERS** do not receive any such reply or response from the Purchaser/s to comply with the terms mentioned in this clause, in that case, it is deemed to be considered that the Purchaser/s have constructive notice of the same and in that case the agreement entered by the Purchaser/s shall deemed to have been duly terminated and it shall have no force in law.

This clause is the essence of the Agreement.

However, any such termination of the present Agreement, whereby, the refund of sale consideration is claimed by the Allottee/s, subject to the deduction of the amounts as set out herein, shall be done only subject to the Allottee/s executing and registering a Deed of Cancellation of these presents at his/her/their costs and not otherwise.

25. The **DEVELOPERS** shall be at complete liberty at its own risk and responsibility avail from banks / financial institutions, loan / financial assistance for the development of the said Property only in respect of the unsold flats in the said proposed new building/s and as a security for the payment thereof, it may create security on the said unsold Flats, save and except in respect of the Premises contemplated to be sold hereunder. The Purchaser/s / Investor/s hereby consent to the **DEVELOPERS** availing such loan/s and/or financial assistance on such terms and conditions as the **DEVELOPERS** may deem fit and proper, subject to the repayment thereof with interest by the **DEVELOPERS** solely at their own risks, costs and consequences thereto.

26. The **DEVELOPERS** shall hand over the possession of said premises to the Purchaser/s / Investor/s with certain fixtures. The fixtures, fittings and amenities to be provided by the **DEVELOPERS** in the said building and in the premises are those as described in the ANNEXURE "J" annexed hereto.

27. The Purchaser/s / Investor/s further agree/s and undertake/s that till the Purchaser/s / Investor/s share is so determined, the Purchaser/s / Investor/s shall pay to the **DEVELOPERS** / Society provisional monthly contribution of **Rs. ____/- (Rupees __________ Only)** per month towards the outgoings. The Purchaser/s / Investor/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 7th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum of **Rs. ____/- (Rupees**

__________ **Only)** equivalent to 12 months' maintenance charges shall be deposited by the Purchaser/s / Investor/s with the **DEVELOPERS** before taking possession of the said Premises.

28.

29. The Purchaser/s / Investor/s shall on execution of this agreement and prior to taking possession of the premises, pay and deposit with the **DEVELOPERS** following sums of money in addition to any other amounts mentioned in this agreement, over and above the sale consideration : -

(i) Rs. _______/- (Rupees ______ only) towards all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the **DEVELOPERS** in connection with the cost of preparing and engrossing RERA agreement ;

(ii) Share money of 5 shares of Rs.100/- (Rupees One Hundred only) each and Rs. 100/- (Rupees One hundred only) towards entrance fee of the said Navratna Co-operative Housing Society Ltd., per person ;

(iii) Rs. _______/- (Rupees ______ only) towards charges for water meter and electric meter and costs of electric substation and cables.

(iv) Rs. _______/- (Rupees ______ only) towards Infrastructure Development Charges.

(v)

(vi) Rs. _______/- (Rupees ______ only) towards the legal expenses and other out of pocket expenses/expenditure for applying to and obtaining the permission of the Ld. Deputy Registrar, Co-operative Societies, "K" East

Ward, MUMBAI, for increase in paid-up capital of the said Society for grant of membership to the premises acquirers of the **DEVELOPERS ;**

(vii) Rs. _______/- (Rupees ______ only) towards Pipe Gas Connection Charges, if gas pipe line is installed.

(viii) Proportionate amounts into the Sinking Fund, Building Repair Fund, etc. of the said Society at the time of seeking physical possession of the said new Flat, in terms of the area of the new premises, as a one-time voluntary contribution.

30. The Promoters shall utilise the sum of Rs. 20,000 /- (Rupees Twenty Thousand only) as mentioned herein, paid by Purchaser/s / Investor/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the **DEVELOPERS** in connection with the cost of preparing and engrossing this agreement.

31. It is agreed that for the amounts mentioned hereinabove, the **DEVELOPERS** shall not be liable to render accounts to the Purchaser/s / Investor/s / Society or any person/s whomsoever claiming through them. The **DEVELOPERS** shall hand over the deposits or balance thereof (if any) to the Society at the time of handing over the possession of the said Property to the said Society. In the event of any additional amount becoming due and payable in future, the Purchaser/s / Investor/s shall forthwith on demand made by the said Society, pay and deposit such difference amounts as demanded by the said Society.

32. The Purchaser/s / Investor/s shall forthwith comply with all the requisite and necessary compliances, formalities of the said Society to enroll and become a lawful and bonafide member of the said Society in respect of the said Premises. The Purchaser/s / Investor/s shall diligently and punctually without any default or demur pay all the necessary costs, charges, taxes, charges, etc. to the said **DEVELOPERS** and thereafter to the Society after the said Property is handed over to the said Society.

33. The Purchaser/s / Investor/s agree/s and confirm/s that after being enrolled as member/s of the said Society to abide by all the rules, regulations and bye-laws of the said Society and further diligently and punctually pay to the said Society all such amounts as may be payable by him/her/them at all times hereafter under Law, including pro rata share of sinking fund amounts as demanded by the Society. The Purchaser/s / Investor/s shall occupy the said Premises subject to the rules and regulations and bye-laws of the said Society. The Purchaser/s / Investor/s shall comply with and sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming member/s of the said Society.

34. The Purchaser/s / Investor/s agrees and undertakes to pay all the amounts payable under this agreement as and when called upon by the **DEVELOPERS** and the **DEVELOPERS** are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non payments of any amount/s on the due dates. The Purchaser/s / Investor/s further agree/s and undertake/s to observe

and perform the terms, conditions and covenants contained in this agreement and to keep the **DEVELOPERS** indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s / Investor/s under this agreement.

35. It is agreed that in the event of any additional amounts becoming payable in respect of the items mentioned hereinabove, the Purchaser shall forthwith on demand pay to and/or deposit the additional amounts with the **DEVELOPERS**.

36. Any expenses towards the stamp duty and registration charges payable on these presents shall be borne and paid by the Purchaser/s / Allottee/s. Any other incidental charges and expenses other than stamp duty and registration charges shall also be borne and paid for by the Purchaser/s / Allottee/s.

37. The Purchaser/s is informed that the cost of proportionate common areas has been charged to the Purchaser/s. The Purchaser/s has prior to the execution of this Agreement, satisfied himself/herself/themselves as to the measurements of the R.E.R.A. Carpet Area of the new Flat and the Proportionate area of Common Areas in terms of the plans provided thereto.

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

39. So long as each premises / flat purchasers in the said new Residential Building being presently constructed are not being separately assessed for municipal taxes and water charges, the Purchaser/s / Investor/s shall pay to the **DEVELOPERS** a proportionate share of the Municipal tax and water charges assessed on the Residential Building/s. Such proportion to be determined by the **DEVELOPERS** on the basis of the area of the said premises, however for the purpose of determining such proportion, the area of the unsold premises will not be taken into account. The Purchaser/s / Investor/s along with the other purchasers/Allottees will not require the **DEVELOPERS** to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the premises and other premises which are not sold or disposed of by the **DEVELOPERS**. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold flat and other premises, shall be borne and paid by the purchaser/s of the other premises including the Purchaser/s / Investor/s herein for a period of 12 months from the date the Purchaser/s / Investor/s is intimated to occupy the said premises. The Purchaser/s shall be liable and responsible to pay the said property taxes, water charges, electricity charges, common maintenance charges, etc. from the date of expiry of the notice period issued by the **DEVELOPERS** to the Purchaser/s to occupy the said premises / for furniture and fixtures / fit out possession.

40. The **DEVELOPERS** shall construct in, over or around or above the terrace of the building any additional area, amenities or facility permitted within the rules of the B.M.C.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottees and premises acquirers in respect of variations or modifications which may adversely affect the new Flats of the allottees and/or premises acquirers, except any alteration or addition required by any Government authorities or due to change in law.

41. If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the **DEVELOPERS** shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof up to handing over the said property and building to the Society.

42. Till the time, the said property is handed over to the Society, the **DEVELOPERS** will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not including any benefit that may arise by virtue of change of law or Government policy and shall be entitled to utilise the same

Provided that the Promoters shall have to obtain prior consent in writing of the Allottees and premises acquirers in respect of variations or modifications which may adversely affect the new Flats of the allottees and/or premises acquirers, except any alteration or addition required by any Government authorities or due to change in law.

43. The **DEVELOPERS** 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 authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser/s / Investor/s, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said building.

44. The **DEVELOPERS** shall be entitled to enter into agreements with other Purchaser/s / Investor/s on such terms and conditions of the agreements as the **DEVELOPERS** may deem fit without affecting or prejudicing the rights of the Purchaser/s / Investor/s in the premises under this agreement.

45. It is hereby disclosed that the **DEVELOPERS** shall notwithstanding anything contained in this agreement be entitled to sell the saleable premises, flats, parking space, etc., in the said building and other structures on the said property for residential user, as coming to their share in that behalf, in such manner and on such terms and conditions as the **DEVELOPERS** may deem fit without affecting or prejudicing the rights of the Purchaser/s / Investor/s in the premises under this agreement. The Purchaser/s / Investor/s shall not object to and have given his/her/their affirmation to the **DEVELOPERS** allotting, selling or otherwise dealing with Flats, parking spaces, etc. and such allotment, sale etc.

shall be binding on the Purchaser/s / Investor/s as long as such allotment / sale does not adversely affect the Purchaser/s / Investor/s rights and occupation of the said premises.

46. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Purchaser/s / Investor/s in respect of the said premises, the **DEVELOPERS** shall be at liberty to sell, transfer, assign, mortgage or otherwise deal with or dispose off the **DEVELOPERS'** saleable premises and proportionate parking spaces thereto in the said building and/or in the said property or any part thereof and the same shall be binding on the Purchaser/s / Investor/s.

47. The Purchaser/s / Investor/s and the persons to whom premises is let, sub-let, transferred, assigned or given possession of (after obtaining prior written permission of the **DEVELOPERS**) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the **DEVELOPERS** and/or the society may require for safeguarding the interest of the **DEVELOPERS** and/or the Other flat / parking space, etc., holders in the said building/s.

48. In the event of the Purchaser/s / Investor/s / Allottee attempting to and/or disposing of the premises or any part thereof to any persons or party (without obtaining the prior written consent of the **DEVELOPERS** and/or the Society) this agreement shall without further notice automatically and forthwith stand

cancelled and revoked and then in such event, the amounts paid till then by the Purchaser/s / Investor/s / Allottee to the **DEVELOPERS** under this agreement shall be refunded to the Purchaser/s / Investor/s / Allottee, without any interest, save and except the earnest money which shall stand forfeited and the Purchaser/s / Investor/s shall hand over vacant and peaceful possession of the said flat to the **DEVELOPERS** forthwith, subject to the Allottee/s executing and registering a Deed of Cancellation of these presents at his/her/their costs and not otherwise.

49. The Purchaser/s / Investor/s or his/her permitted transferee and/or transferees and/or nominees shall not change the user of any of the premises from the aforesaid purposes at any time in future.

50. The Purchaser/s / Investor/s agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchaser/s / Investor/s.

51. It is also understood and agreed by and between the parties hereto that the part / pocket terrace space in front of or adjacent to the premises in the buildings, if any, shall belong exclusively to the respective Allottee/s Purchaser/s / Investor/s of the premises and such part / pocket terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s / Investor/s / Allottee. The said part / pocket terrace shall not be enclosed by such Purchaser/s / Investor/s / Allottee till the permission in writing is obtained from the

concerned local authority and the **DEVELOPERS** and/or the society and the B.M.C..

52. The Purchaser/s / Investor/s / Allottee shall have no right in the said property, save and except to use, occupy and to deal with the said premises as the Purchaser deemed appropriate and fit.

53. The Flat Purchaser/s / Investor/s herein shall not be entitled to any abatement in price of the said premises/flat or to object to the same for any reason and shall allow the **DEVELOPERS/Promoters**, its agents, servants, etc., to enter into the said property including the terraces and other open spaces in the said building for the purpose of completion of the redevelopment and any incidental and ancillary work thereto. The **DEVELOPERS** shall be entitled to transfer or assign such right of upkeep, maintenance, inspection, etc. to any person or persons whom the **DEVELOPERS** deem fit and the Purchaser/s / Investor/s / Allottee or the said Society shall not raise any objection thereto and shall not charge any fees or amounts therefor. Before entering into this Agreement, the **DEVELOPERS** have put the PURCHASER/S / INVESTOR/S / Allottee to the Notice of the aforesaid facts and the PURCHASER/S / INVESTOR/S / Allottee hereby accord his / her / their informed consent for the same.

54. The **DEVELOPERS** and its Architects, Structural Engineers, Project engineers, surveyors, contractors' employees, employees of the contractors and any other authorized or licensed person/s shall have a right to enter and/ or occupy any

area including common areas to carry out the developmental work till the completion of the entire project.

55. The Purchaser/s / Investor/s / Allottee or any other person/s claiming through the Purchaser/s / Investor/s / Allottee and/or members of the society shall have no right to object to or obstruct or stop the movement of the vehicle, men and materials (related to construction or otherwise) to be carried over in the said residential building till the construction of the present redevelopment Building has been completed and the **DEVELOPERS** have handed over the newly redeveloped Building to the existing Society and allottees including the Allottee/s herein. Before entering into this Agreement, the **DEVELOPERS** have put the PURCHASER/S / INVESTOR/S / Allottee to the Notice of the aforesaid facts and the PURCHASER/S / INVESTOR/S / Allottee hereby accord his / her / their informed consent for the same.

56. The Purchaser/s / Investor/s shall have no claim save and except in respect of the said Premises for which he/she/they has/have entered into an Agreement for Sale. All the common area, staircase, lobbies, etc. will remain the property of the said **DEVELOPERS**, till the possession of the said entire property has been handed by the **DEVELOPERS** to the said Navratna CHS Ltd.. However, the Purchaser/s / Investor/s will have a right to use the common area with the permission and consent of the said Society, post receipt of physical possession of the said new Flat.

57. The **DEVELOPERS** shall give possession of the said Premises to Purchaser/s for limited purpose of fittings, furniture and fixtures by _________________________, provided that the Purchaser/s has/have paid to the **DEVELOPERS** the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the **DEVELOPERS** under this agreement. Once the possession for fit outs is handed over to the Purchaser, the **DEVELOPERS** shall endeavor to procure the Part Occupation Certificate within a period of 6 months therefrom (i.e. by _______________). If the **DEVELOPERS** fail to procure the Part Occupation Certificate by ____________________, the Developers applying to RERA and procuring the extension shall by default bind the Allottee / Flat Purchaser/s herein.. The Purchaser/s shall take possession of the Premises within 7 days of the **DEVELOPERS** giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. At the time of taking possession of the Premises, the Purchaser/s shall fully satisfy himself/herself/themselves with regard to the completion of the Premises in all respects as being in accordance with the terms and conditions of this Agreement and pass a writing to that effect to the **DEVELOPERS**, where after the **DEVELOPERS** shall not be bound to meet any claim of the Purchaser on the ground that the Premises has not been completed in accordance with the agreed specification or that any unauthorized changes have been made therein or that the agreed amenities have not been adequately provided by the **DEVELOPERS**. The Purchaser/s shall also execute the declaration confirming the general and other terms and conditions stipulated by the **DEVELOPERS**. The purchaser shall

be liable to pay all maintenance and other charges towards the new premises after the expiry of said notice period to occupy the said new premises and the **DEVELOPERS** shall be absolved from the liability of payment of any taxes, charges, maintenance, etc. thereto.

58. The Purchaser/s / Investor/s / Allottee shall check up all the fixtures and fittings in the said flat before taking possession of the same. Thereafter, the Purchaser/s / Investor/s shall have no claim against the **DEVELOPERS** in respect of any item, or work in the said flat/premises or in the said building or buildings, which may be alleged not to have been carried out and/or completed including workmanship or quality of material used and/or being not in accordance with the plans, specifications, and/or this agreement and/or otherwise in relation thereto.

59. The Purchaser/s / Investor/s / Allottee shall on receipt of possession as provided in the agreement use the said premises or permit the same to be used only for purpose of residence and in such manner as is not likely to cause nuisance or annoyance to the other occupiers of the said buildings and/or the owners and occupiers of the neighboring property or properties. The Purchaser/s / Investor/s shall use the parking space only for purpose of keeping or parking the Purchaser/s / Investor/s own vehicle, if so allotted thereto and not otherwise.

60. The Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from

the date of receipt of intimation that the said Premises is ready for use and occupation. The common expenses in respect of the said Property, shall be shared by the purchasers of units and other premises of the said building in proportion of their respective area.

61. The Purchaser/s / Investor/s hereto specifically declares and confirms that they are aware that **DEVELOPERS** are entitled to redevelop the said property and are in the process of redevelopment of the same.

62. The Purchaser/s has:

(a) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the **DEVELOPERS'** title to the redevelop the said Property and the title to the said Premises prior to the execution of this Agreement and the Purchaser/s doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and

(b) read and understood and is fully aware of the terms and conditions of Development Agreement, the said writings, Intimation of Disapproval, Commencement Certificate and all the plans, designs and specifications prepared by the **DEVELOPERS'** Architects and the **DEVELOPERS'** rights, liabilities and responsibilities thereunder and in respect of the said Property and the Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is/are aware of the fact that the **DEVELOPERS** have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s that he/she/they has/have no objection to the same.

63. The Purchaser/s / Investor/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said premises may come, doth hereby covenant with the **DEVELOPERS** as follows: -

i. To abide by the terms and conditions of the said Common Areas and Facilities Agreement;

ii. To maintain the said premises at Purchaser/s / Investor/s own cost in good tenantable repair and condition from the date of possession of the premises and shall not do or suffered to be done anything in or to the building in which the flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said premises is situated and the premises itself or any part thereof.

iii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building in which the said flat is situated or storing of goods which is objected to/by the concerned local or other authority and shall not carry or caused to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser/s / Investor/s in this behalf, the Purchaser/s / Investor/s shall be solely and absolutely liable for the consequences of the breach.

iv. Not to carry at his/her/their/its own cost all internal repairs to the said flat and maintain the said flat in the same conditions, state and order in which it was delivered by the **DEVELOPERS** to the Purchaser/s / Investor/s and shall not do/or suffered to be done anything in or to the building in which the premises is situated or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s / Investor/s committing any act in contravention of the above provision, the Purchaser/s / Investor/s shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said premises is situated and shall keep the portion, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and to protect the other parts of the building in which the said flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the premises without the prior written permission of the **DEVELOPERS** and/or the Society and the B.M.C..

vi. Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated.

viii. Not to change the external façade colour scheme or the pattern of the colour of the said Proposed Building;

ix. Not to change exterior elevation façade or the outlay of the said Proposed Building/s;

x. Not to fix any grill to the said Proposed Building/s or windows except in accordance with the design approved by the said **DEVELOPERS.**

xi. Pay to the **DEVELOPERS** within 7 days of demand by the **DEVELOPERS**, Purchaser/s / Investor/s share of security deposit demanded by concerned local authority, Municipality or Government for giving water, electricity or any other service connection to the building in which the said premises is/are situated as also B.M.C. Transfer charge and service charge if applicable.

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

xiii. The Purchaser/s / Investor/s shall not without the prior consent in writing having been obtained first from the **DEVELOPERS** and/or the Society let, sub-let, transfer, assign or part with Purchaser/s / Investor/s interest or benefit under this agreement or part with the possession of the said flat until all the dues payable by the Purchaser/s / Investor/s to the **DEVELOPERS** under this agreement are fully paid up and only if the Purchaser/s / Investor/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s / Investor/s has intimated in writing to the **DEVELOPERS.**

xiv. The Purchaser/s / Investor/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Purchaser/s / Investor/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.

xv. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the **DEVELOPERS**, the Purchaser/s / Investor/s hereby agrees to reimburse the same to the **DEVELOPERS** in proportion to the area of Flat / Parking space / premises, etc., agreed to be purchased by him / her / them and in determining such amount, the decision of the **DEVELOPERS** as to quantum thereto shall be conclusive and binding upon the Purchaser/s.

xvi. The Purchaser/s / Investor/s shall insure and keep insured the said premises against loss or damage by fire of any other calamities for the full value thereof.

xvii. The Purchaser/s / Investor/s agrees that his / her / their / its interest in the said property and the said building is impartable and he / she / they / it shall not be entitled at any time to demand partition of his / her / their interest in the said property and/or in the said building.

xviii. In case Adani Power / TATA Electricity or any competent authority requires / demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Purchaser/s / Investor/s in proportion to the area of their respective premises agreed to be acquired by them.

xix. Until the said newly redeveloped building is handed over as aforesaid, the **DEVELOPERS** will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Purchaser/s / Investor/s along with other flats / parking space, etc. Purchaser/s / Investor/s and/or the co-operative society will not have any objection to the aforesaid right of the **DEVELOPERS**.

64. Notwithstanding any other provisions of this Agreement the **DEVELOPERS** shall be entitled to, at the **DEVELOPERS'** sole and absolute discretion: -

a. To decide from time to time when and what sort of document of transfer should be executed in whose favour.

b. Have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.

c. have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Purchaser/s / Investor/s if the Purchaser/s / Investor/s is not co-operative or unwilling to follow or observe the policy formulated by the said **DEVELOPERS** for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and / or propagating any message or information or things which may adversely affect the interest of the **DEVELOPERS** and/or persons associated with the **DEVELOPERS** till the **DEVELOPERS** hand over the property to the society as contemplated herein.

d. To decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat purchaser including the Purchaser/s / Allottee/s / Investor/s herein.

e. to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

65. For any amount remaining unpaid by the Purchaser/s under this Agreement, the **DEVELOPERS** shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.

66. Save and Except obtaining the prior written consent of the **DEVELOPERS**, the Purchaser/s / Investor/s shall not be entitled to:

(i) Create or permit any charge or lien on the said Premises. For the purpose of this clause the term "lien" shall include mortgage, pledge, charge, privileges and priorities of any kind.

(ii) Sell, mortgage, lease, surrender or otherwise howsoever alienate the said Premises or any parts thereof save and except with a prior written approval of the **DEVELOPERS**.

(iii) Enter into any agreement or arrangement with any person or persons, institution or Government or Body for use and occupation or disposal of the said Premises or any part thereof, ~~during the first 24 months period.~~

(iv) Permit any merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors and / or members, if any.

67. The Purchaser/s / Investor/s represents and warrants that:

(i) He / She / They / It has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;

(ii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;

(iii) None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(iv) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her /them / it;

(v) No execution or other similar process is issued and/or levied against him / her /them / it and/or against any of his / her /them / it assets and properties;

(vi) He / she /they is not of unsound mind and/or is not adjudged to be of unsound mind;

(vii) He / she / they / it has not compounded payment with his / her /their / its creditors;

(viii) He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.

The **DEVELOPERS** consider the accuracy of the representations and warranties to be an important and integral part of this agreement and has executed this agreement in reliance of the same.

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

69. Without prejudice to any rights of the Purchaser/s / Investor/s, the **DEVELOPERS** shall have a right to raise project loan, term loan with any financial institutions, banks, private equity funds, mutual funds managers and or any other institution/s and for that purpose can create equitable mortgage of the **DEVELOPERS'** saleable area. The Purchaser/s / Investor/s hereby understood and accept the rights of the **DEVELOPERS** for raising such project loan. For the said purpose, the Purchaser/s / Investor/s specifically hereby provides his / her / their irrevocable consent for raising such project loan, save and except that such financial institution shall be intimated of the Purchaser/s / Investor/s rights, title and interest on the said Premises.

70. The Purchaser/s / Investor/s / Allottee shall sign and execute the application for membership and other papers and documents necessary for admitting himself / herself /themselves / itself as a member of the said Navratna Co-operative Housing Society Ltd. and for becoming a member as also including the bye-laws of the society and duly fill in, sign and return to the **DEVELOPERS** within seven

days of the same being forwarded by the **DEVELOPERS** to the Purchaser/s / Investor/s.

71. The **DEVELOPERS** shall if necessary, become a member of the society in respect of the **DEVELOPERS'** rights and benefits conferred herein or otherwise. If the **DEVELOPERS** transfer, assign, and/or dispose off such rights and benefits at anytime to anybody the assignees, transferees and/or the Purchaser/s / Investor/s / Allottee thereof shall become the members of the society in respect of the said rights and benefits. The Purchaser/s / Investor/s / Allottee herein and the society will not have any objection to admit such assignee or transferee as the member of the society and shall not charge any fees or other amounts therefore in respect of the first transfer, except as mentioned hereinabove as the said voluntary contribution vide the General Body Resolution of the Society dated _______________.

72. The power and authority of the said existing society or the Purchaser/s / Investor/s / Allottee herein and other Purchaser/s / Investor/s /Allottee shall be subject to the overall power, control and authority of the **DEVELOPERS** in any of the matters concerning the building and other construction on "the Said Entire Property" completion thereof and all amenities pertaining to the same and in particular the **DEVELOPERS** shall have absolute authority and control as regards the unsold flats, premises, etc. and the disposal thereof.

73. The **DEVELOPERS** shall have a first charge and lien on the said flat, premises, etc. in respect of any amount payable by the Purchaser/s / Investor/s under the terms and conditions of this agreement.

74. The Purchaser/s / Investor/s / Allottee shall sign all papers and documents and do all other acts, deeds and things that **DEVELOPERS** may require him / her / them to do and execute from time to time for more effectively enforcing this agreement and/or for safeguarding the interest of all persons acquiring the remaining premises / flats in the said building or on the said property.

75. Any delay or indulgence shown by **DEVELOPERS** in enforcing the terms of this agreement or any forbearance or giving of time to Purchaser/s / Investor/s shall not be construed as a waiver on the part of the **DEVELOPERS** of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s / Investor/s / Allottee nor shall the same in any manner prejudice the rights of the **DEVELOPERS**.

76. Interpretation

In this Agreement where the context admits:

A. any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

B. any reference to the singular shall include the plural and vice-versa;

C. any references to the masculine, the feminine and the neuter shall include each other;

D. any references to a "company" shall include a body corporate;

E. the word **"Business Day"** would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.

F. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;

G. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

H. the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;

I. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;

J. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

K. “the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

L. references to a Person (or to a word importing a Person) shall be construed so as to include:

(i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);

(ii) That Person’s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

(iii) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

M. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

77. All notices to be served on the Purchaser/s / Investor/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s / Investor/s under certificate of posting to his/her/their/its address given below;

Name:
Address:

Email Id:

78. It shall be the duty of the Allottee and the **DEVELOPERS** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **DEVELOPERS** or the Allottee, as the case may be.

79. JOINT ALLOTTEES:

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

80. The **DEVELOPERS** shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc..

81. This agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.

82. Provided that where the **DEVELOPERS** agree to modify or amend the agreement, such modification or amendment shall be carried out only with the mutual consent of both the parties.

83. This agreement together with the duly filled in Application Form, Offer letter / Allotment Letter along with the basic terms and conditions contained therein constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an over-riding effect.

84. Each Party shall indemnify and agrees to defend and to keep the other indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever arising out of or in connection with the said premises which are likely to by reason of: -

i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;

ii. acts of negligence or intentional misconduct by the Indemnifying Party;

iii. Breach of the provisions of this Agreement by the Indemnifying Party;

iv. Any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;

v. failure by the **DEVELOPERS** Indemnifying Party to fulfill its obligations under any applicable law.

85. If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by laws for the time being in force.

86. The PAN Number of the **DEVELOPERS** are as under:

a. **DEVELOPERS** :

PAN NO. ____________________________

b. FLAT PURCHASERS :

____

P.A.N. No. _______________________________

87. The Stamp duty and Registration charges in respect of and incidental to this agreement and all other documents to be executed in pursuance of this agreement shall be borne by PURCHASER/S / INVESTOR/S / ALLOTTEE/S.

88. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Maharashtra Act No. XV of 1977) and the newly introduced REAL ESTATE REGULATORY ACT, 2016 and the rules made under the said act to the extent they are mandatory.

89. The Purchaser/s / Investor/s and/or the **DEVELOPERS** shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and/or the Purchaser/s and the **DEVELOPERS** will attend such office and admit execution hereof.

90. **DEVELOPERS** SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the **DEVELOPERS** executes this Agreement it shall not mortgage or create a charge on the said 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 said premises.

91. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the **DEVELOPERS** does not create a binding obligation on the part of the **DEVELOPERS** or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **DEVELOPERS**.

If the Allottee(s) fails to execute and deliver to the **DEVELOPERS** this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the **DEVELOPERS**, then the **DEVELOPERS** shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

92. ENTIRE AGREEMENT:

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

93. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

95. SEVERABILITY:

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

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

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

97. FURTHER ASSURANCES:

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

98. PLACE OF EXECUTION:

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

99. Dispute Resolution: - Any dispute between parties shall be settled amicably**.** In case of failure to settle the dispute amicably, which shall be referred to the Competent authority formed under RERA i.e. the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

100. GOVERNING LAW:

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

101. The Courts at Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.

102. The Purchaser/s / Investor/s hereby declares that he / she / they has gone through the Agreement and all the documents related to the said premises purchased by him / her / them and has expressly understood the contents, terms and conditions of the same and the Purchaser/s / Investor/s after being fully satisfied with the contents has entered into this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS WRITING THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of **"the said Property"**)

Property bearing Original Plot No.33, Final Plot No.33, T.P.S. I, C.T.S. Nos.796, 796/1 to 6 admeasuring 431.44 sq. mtrs. as per T.P. Remarks at Hanuman Road, Vile Parle East, MUMBAI 400 057, Mauje Vile Parle, Taluka Andheri, within the registration District and Sub-District of Mumbai City and Mumbai Suburban, alongwith the Building known as " Nav Ratna " then standing thereon, with 14 members thereto, being Ground plus 2 upper floors structure, without lift facility thereto and bounded as follows :

ON or towards the North :

ON or towards the South :

ON or towards the East :

ON or towards the West :

1.

<u>THE SECOND SCHEDULE HEREINABOVE REFERRED TO: -</u>

(Description of **“the said Premises**”)

Premises being Flat No.__________ on the _________ floor admeasuring **about _________ sq. Ft.** RERA carpet area including Fungible F.S.I. in the said Proposed Residential Building to be known as “ **___________________________________”,** to be constructed on all those pieces and parcels of land as mentioned hereinabove in the First Schedule hereinabove written.

<u>THE THIRD SCHEDULE HEREINABOVE REFERRED TO: -</u>

(Description of **“the Amenities**”)

COMMON SEAL OF THE WITHINNAMED)
M/s.**OM NAVRATNA ENTERPRISES L.L.P.**)
through its duly Authorized Designated)
Partners Shri **ALPESH HIRANI**)

Shri **SHOBHAN PAREKH**)

Shri **VIPUL DAVE**)

in the presence of:)

1.

2.

SIGNED AND DELIVERED by the)

Within named:" THE PURCHASER/S")

___________________________________)

In the presence of:)

1

2

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Purchaser/s the sum of **Rs.__________/- (Rupees ________________________ Only).**

Sr. No	**Date**	**Bank & Branch**	**Cheque No. / Ref. No.**	**Amount (In Rs.)**
1				
2				
3				

As and by way of earnest money as mentioned)

Hereinabove to be paid by him/her/them to us.)

WITNESS: WE SAY RECEIVED

For M/s.**OM NAVRATNA ENTERPRISES L.L.P.**

1.

2.

Authorised Signatory

****

DATED THIS ___ DAY OF _____ 20___

****

M/s.**OM NAVRATNA ENTERPRISES L.L.P.**

...

DEVELOPERS

AND

____

... PURCHASER/S / INVESTOR/S / ALLOTTEE/S

AGREEMENT FOR SALE

OF FLAT NO.________

ON _______ FLOOR, IN _________________.

M/s.**A.N.S. LEGAL SERVICES**,
Advocates,
D/10, Parle Colony,
Sahakar Marg, Vile Parle (East),
Next to Noble Medicals,
Mumbai – 400 057.
Mob: +91-8169684731
Email: anslegalservice5@gmail.com