

DRAFT AGREEMENT TO SALE

This Agreement made at.....this.....day of..... in the year Two Thousand and Eighteen Between **M/s NAVKAR HEIGHTS** a Partnership firm duly formed, constituted and registered under The Indian Partnership Act, 1932, having its address at NDS Diagnostic Pvt. Ltd., Beauty Arced, 1st floor, Opp. Pratap Talkies, Khopat, Thane(w)-400601hereinafter referred to as "**the Owner/Promoter**"(which expression shall unless it be repugnant to the context and meaning thereof shall deem to include its partner or partners for the time being of the said partnership firm, the survivor or survivors of them and the heirs, executors, administrators of the last surviving partner) of the **ONE PART**;

AND

(.....) having address athereinafter referred to as "**the Purchaser**" (hereinafter referred to as the "**PURCHASER**" which expression shall unless it be repugnant to the context and meaning thereof shall deem to include his/her/their respective heirs, executors) of the **OTHER PART**.

WHEREAS

- 1) a) By an Agreement for sale dated 2nd August,2017 executed between Shri. **YASHWANT SHIVAJI GAWAND** , (therein referred to as "**the Vendor**") **AND M/s NAVKAR HEIGHTS** (therein referred to as "the Purchaser"), the Vendor agreed with the Purchaser for the absolute sale to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No.43, Hissa No. 2b/3/2, admeasuring 0H-14R-00P Situated at village Panchpakhadi, Tal.

Thane, Dist. Thane in the Registration sub-District of Thane more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "the said property"). The said Agreement for sale is registered bearing no. **TNN-12-2251OF 2017**;

b) By an Power of Attorney dated 2nd August 2017, executed by Shri. YashwantShivajiGawand in favour of (1)ShriShantilalRoopchand Parekh (2) Shri. KewalchandMegearaj Gandhi (3) Shri.MahaverchandKundanmal Jain (4) Shri.ParasmalYadavsinghji Kothari the Partners of **M/s NAVKAR HEIGHTS** a Partnership firm duly formed, constituted and registered under The Indian Partnership Act, 1932, having its address at NDS Diagnostic Pvt. Ltd., Beauty Arced, 1st floor, Opp. Pratap Talkies, Khopat, Thane(w)- 400601 (hereinafter referred to as "the Developer/Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter/Developer development rights to the piece or parcel of freehold land lying and being at Survey No.43, Hissa No. 2b/3/2, admeasuring 0H-14R-00P Situated at village Panchpakhadi, Tal. Thane, Dist. Thane. in the Registration or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney. The said Power of Attorney is registered bearing serial no. **TNN-12-2252-2017**;

c) By an Conveyance dated 14thday of August,2017 and executed between Shri. **YASHWANT SHIVAJI GAWAND** , (hereinafter referred to as " **the Vendor**") **AND M/s NAVKAR HEIGHTS**(hereinafter referred to as "the **Developer/Owner**"), the Vendor agreed with the Developer/Owner for the absolute sale to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No.43, Hissa No. 2b/3/2, admeasuring 0H-14R-00P Situated at village Panchpakhadi, Tal. Thane, Dist. Thane in the Registration sub-District of Thane more particularly described in the **FIRST SCHEDULE**hereunder written (hereinafter referred to as "the said property"). The said Conveyance Deed is registered bearing no. **TNN-12-2369OF 2017**;

d) The Original Owner/Promoter are put into peaceful and physical possession of the said property;

- 2)
 - a) The Promoters are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals hereinabove;
 - b) The Promoter has proposed to construct on the said property only one building having ground floor (two commercial shops plus stilt parking), three floors podium parking, fourth floor for amenities, 5th Floor to 18th Floor (total 14 floors) for residential flats and 19th floor terrace garden ;
 - c) The Purchaser is offered a Apartment on the____ floor, bearing Apartment No. ____ in the Building called (herein after referred to as {the said building") being constructed on the said property by the Owner/Promoter;

- d) the promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- e) the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no ; authenticated copy is attached in **Annexure 'G'**;
- f) The promoter has appointed a structural Engineer for the preparation of the structural design and drawing of the building and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion the building;

3) a) On demand from the purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **MessrsAkruti Construction C/o. Shri. A.V.Desai** 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;

b) The said property has been duly mutated and transferred in the name of the Owner/promoter in record of rights as absolute owners thereof. The copy of the extract of the property and pherfar entries in respect of the said property are annexed hereto as **Annexure-A** and **Annexure B** respectively;

- c) The Certificate of Title dated 2nd September,2017 issued by the attorney at law and an advocate certified the title of the Owner and the Purchaser of the said property i.e. M/s. Navkar Heights has irrevocable rights to develop the said property and to sell the premises constructed thereon to the third parties. The Copy of the said Certificate of Title is annexed hereto and marked as **Annexure 'C'**;
- d) The authenticated copies of the sanctioned plans of the Layout as approved by the Thane Municipal Corporation (hereinafter referred to as '**the said Local Authority**')has been annexed and marked as '**Annexure D-1**';
- e) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as '**Annexure D-2**';
- f) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the said local authority have been annexed and marked as '**Annexure E**';
- g) The Owner/Promoter has got some of the approvals from the said local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain

Building Completion Certificate or Occupancy Certificate of the said Building;

- h) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the said property and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the said local authority;
- i) The Owner/Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned and approved plans and proposed plans;

4) a) The Purchaser has applied to the Owner/Promoter for allotment of an Apartment No. On..... Floor in the said building being constructed on the said property;

b) The carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment;

- c) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all application laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- d) Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs..... (Rupees only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- e) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at __ no. ____;
- f) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- g) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby

agrees to sell and the Purchaser hereby agrees to purchase the said Apartment and the garage/covered parking(if applicable)

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

1. The Owner/Promoter shall construct the said building consisting of ground floor (two commercial shops plus stilt parking), three floors podium parking, fourth floor for amenities, 5th Floor to 18th Floor (total 14 floors) for residential flats and 19th floor terrace garden in accordance with the plans, designs and specifications as approved by the said local authority from time to time. Provided that the Owner/Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Purchaser hereby agrees to purchase from the Owner/Promoter and the Owner/Promoter hereby agrees to sell to the Purchaser Apartment No. Of the type.....Of carpet area admeasuring.....sq. metres/ sq. feet on floor in the said building (hereinafter referred to as "the said Apartment") as shown in the Floor plan thereof hereto annexed and marked **SCHEDULE A & SCHEDULE B** for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SECOND SCHEDULE** annexed herewith. (The price of the said Apartment including

the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Purchaser hereby agrees to purchase from the Owner/Promoter and the Owner/Promoter hereby agrees to sell to the Purchaser garage/covered parking bearing Nos..... situated at stilt and /or podium being constructed in the layout for the consideration of Rs...../-

(iii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at stilt and /or Podium being constructed in the layout for the consideration of Rs.../-

1(b) the total aggregate consideration amount for the apartment including garages/covered parking spaces in thus Rs.../-

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Owner/Promoter the balance amount of Rs(Rupees) in the following manner :-

i. Amount of Rs...../-(..) (10% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(..)(15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building .

iii. Amount of Rs...../-(..) (35% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building.

iv. Amount of Rs...../- (.....) (5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../- (.....) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the said Apartment to the Purchaser or after receipt of occupancy certificate or completion certificate.

1(d) The total price above excludes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Owner/Promoter) up to the date of handing over the possession of the said Apartment.

1(e) The total price is escalation -free, save and except escalations/increases. Due to increase on accounts of development charges payable to the competent authority and/or any other increase in charges which may be lived or imposed by the competent authority Local Bodies from time to time. The Owner/promoter undertakes and agreeesthat while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to anPurchaser by the Owner/Promoter.

1(g) The Owner/Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 (3%). The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Purchaserwithin forty-five (45) days with annual interest at the rate of __%, from the date when

such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Owner/Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Purchaser authorizes the Owner/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name Owner/Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Owner/Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building.

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

2.2 Time is essence for the Owner/Promoter as well as the Purchaser. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and

meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Owner/Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is square meters only and Owner/Promoter has planned to utilize Floor Space Index of 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 Owner/Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the said property in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owner/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Promoter only.

4.1 If the Owner/Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Purchaser, the Owner/Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of __% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Owner/Promoter, interest at the rate of per annum, on all the delayed payment which become due and payable by the Purchaser to the Owner/Promoter under the

terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Owner/Promoter.

4.2 Without prejudice to the right of Owner/promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Owner/Promoter shall at his own option, may terminate this Agreement:

Provided that, Owner/Promoter shall give notice of fifteen (15) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner/Promoter within the period of notice then at the end of such notice period, Owner/promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner/Promoter) within a period of thirty (30) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Owner/Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Owner/Promoter in the said building and the said Apartment as are set out in **Annexure 'F'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Purchaser on or before 30th day of June,2021 .If the Owner/Promoter fails or neglects to give possession of the said Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Owner/Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner/Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of building in which the said Apartment 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.

7.1 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made writing the possession of the said Apartment, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Owner/Promoter shall give possession of the said Apartment to the Purchaser. The

Owner/Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to the maintenance charges as determined by the Owner/Promoter or association of purchasers, as the case may be. The Owner/Promoter on its shall offer the possession to the Purchaser in writing with 7 days of receiving the occupancy certificate of the Project

7.2 The Purchaser shall take possession of the said Apartment within 15 days of the written notice from the Owner/promoter to the e intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of said Apartment: Upon receiving a written intimation from the Owner/Promoter as per clause 8.1, the Purchaser shall take possession of the said Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five (5) years from the date of handing over the said Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the aid Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the

Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

9.1 the Promoter shall, without three (3)months of registration of the society or Association or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Owner/ Promoter in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoter shall, without three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, caused to be transferred to the Federation/Apex body all the right, title and the interest of the owner/Promoter and/or the owners in the said property on which building is constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said property and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building. Until the Society or Limited Company is formed, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs.....Per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposited (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the promoter, the following amounts:-

(i) Rs. For share money, application entrance fee of the society and or Federation/ Apex body.

(ii) Rs. For formation and registration of the society and or Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charge/levies in respect of the society or Federation/ Apex body.

(iv) Rs. For deposit towards provisional monthly contribution towards outgoings of Society and or Federation/ Apex body.

(v) Rs. For deposit towards Water, Electric, and other utility and service connection charges &

(vi) Rs. For deposits of electrical receiving and Sub Station Provided in Layout

11. The Purchaser shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of

stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said property or the Project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, aid property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;
- vi. The promoter has the right to enter into this Agreement and has not committed or omitted to perform any act thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the property, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers;
- x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said property to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules,

regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.

viii. 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 said Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment 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.

xi. Till a conveyance of the structure of the building in which the said Apartment is situated shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the said property on which the building in which Apartment is situated is executed in

favour of Apex Body of Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property or any part thereof to view and examine the said building or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 Purchaser who has taken or agreed to take such said Apartment.

18. BINDING EFFECT :

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

19. 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 apartment, as the case may be.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS:

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 Purchasers of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

22. 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.

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

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

24. 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.

25. PLACE OF EXECUTION:

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

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

27. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Purchaser

_____ (Purchaser's Address)

Notified Email ID: _____

M/s Navkar Heights **Owner/Promoter**

NDS Diagnostic Pvt. Ltd., Beauty Arced,

1st floor, Opp. Pratap Talkies, Khopat,

Thane(w)-400601 (Promoter Address)

Notified Email ID: _____

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

28. JOINT PURCHASERS:

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

29. Stamp Duty and Registration:-

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

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

31. GOVERNING LAW:

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

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

FIRST SCHEDULE

All that piece and parcel of freehold land bearing Survey No.43, Hissa No. 2B/3/2, admeasuring 0H-14R-00P, situated at village Panchpakhadi, Tal. Thane, Dist. Thane in the Registration sub-District of Thane within the limits of the Thane Municipal Corporation and bounded as follows:

On or towards East: Survey No. 42

On or towards West: 18 mtrs, wide DP Road of Survey No. 43/2b,3/1

On or towards South: 15 mtrs, wide DP Road out Of Survey No. 43/2b,3/3

On or towards North: Property of Late Mr. Vasant Gawan Survey No. 43/2b/2

SECOND SCHEDULE

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser: (including joint buyers)

At _____ on _____

in the presence of WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(2) _____

(Authorized Signatory)

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT]
AND THE GARAGE/CLOSED PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE -A

(The Authenticated copies of the **7/12 extract** of the said property)

ANNEXURE -B

(The Authenticated **copiespheraf entries** in respect of the said property or any other revenue record showing nature of the title of the original /owner/promoter to the said property).

ANNEXURE -C

Title Certificate dated 2.09.2017

ANNEXURE -D-1

(Authenticated copies of the plans of the layout as approved by the said Local Authority)

ANNEXURE -D-2

(Authenticated copies of the plans of the Layout as **proposed** by the Promoter and According to which the construction of the buildings and open spaces are **proposed** to be provided for on the said project)

ANNEXURE - E

(Authenticated copies of the plans and **SPECIFICATIONS OF THE SAID APARTMENT** agreed to be purchased by the Purchaser as approved by the concerned local authority. i.e. **Amenities in the said apartment**)

ANNEXURE - F

Specification and amenities for the said project/Apartments

ANNEXURE - G

Authenticated copies of the Registration certificate of the Project granted by the Real Estate Regulatory Authority

RECEIPT

Received of and from the Purchaser above named the sum of Rs.(Rupeesonly) on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Owner/Promoter