

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT made and entered into at
Mumbai this _____ day of _____, 2025,

BETWEEN

M/S. NAVKAR REALTY, a Partnership firm, formed and registered under the provisions of Indian Partnership Act, 1932 and having its address at G1, Shivkrupa, 'H' Wing, Old Nagardas Road, Andheri (E), Mumbai – 400 069, through its only Partners **(1) MR. NILESH P. SHAH (2) MR. DARSHAN P. SHAH AND (3) MR. HARDIK D SHAH**, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, its partners or partner constituting the said Firm for the time being of the said Firm, and the survivors or survivor of them and the heirs, executors and administrators of last of such survivor and assigns) **OF THE ONE PART;**

AND

Mr./Ms./M/s. _____

adult, Indian Inhabitants having his/her/their residential address at _____ hereinafter referred to as "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) **OF THE OTHER PART;**

WHEREAS:

- a) By and under an Indenture of Conveyance dated 30th December, 1965 registered with the Sub-Registrar of Assurances at Bandra under Serial No. BND-674/1966 executed by and between the State Bank

of India and Minoo Kaikhushru Gadiyal, being the then surviving Trustee (at the time) of the Trust created under Clause 3 of the Second Codicil dated 10th July, 1936 to the Will dated 2nd July, 1923 of one Nowroji Darasha Reporter (therein referred to as ‘the Vendors’) of the First Part, M/s. Premlok Builders (therein referred to as ‘the First Confirming Parties’) of the Second Part, M/s. Preetlal Builders, (therein referred to as “the Second Confirming Parties”) of the Third Part, Gobindram Menghraj (therein referred to as “the Third Confirming Party”) of the Fourth Part and The Gobind & Ram Co-operative Housing Society Limited (therein referred to as ‘the Purchasers’) (hereinafter referred to as “**THE SOCIETY**”) of the Fifth Part, the Vendors therein, with the confirmation of the Confirming Parties therein, granted, conveyed and assured all that piece and parcel of land situate on the South Side of Azad Street, Swami Vivekanand Road, (formerly known as Ghodbunder Road,) Andheri (West), Mumbai- 400 058 at Village Vile Parle Taluka South Salsette, Mumbai Suburban District admeasuring approximately 2,000 square yards or thereabouts unto the Society for the consideration and on the terms and conditions mentioned therein.

- b) By and under an Indenture of Mortgage dated 16th November, 1966, duly registered with the Sub-Registrar of Bombay under Serial No. BOM-R/4253/1966 made and executed between The Gobind and Ram Co-operative Housing Society Limited (therein referred to as “the Mortgagors”) of the One Part and (1) Virchand Dalaji, (2) Punamchand Dalaji and (3) Jayantilal Virchand carrying on business in partnership under the firm name and style of Messrs. Virchand Punamchand and Co. (therein referred to as “the Mortgagees”) of the Other Part the Mortgagors conveyed and assured all that piece or parcel of land bearing Survey No. 212A Hissa No.3 and 214B situate on the west side of Swami Vivekanand Road (formerly known as Ghodbunder Road) in Mouje, Vile Parle, Taluka South Salsette, Bombay Suburban District Registration Sub-District of Bandra containing by admeasurement 2000 sq. yards (i.e. 1672.26 sq. metres) out of a larger piece admeasuring (4689 square yards of which 161 square yards taken in set-back in 1958) 4528 square yards (i.e. 3785.99 sq. metres) or thereabouts (hereinafter referred to as “**THE SAID PLOT**”) unto the Mortgagees subject to the proviso for redemption on repayment of

principal sum together with interest in the manner and upon the terms and conditions and covenants therein contained.

- c) By a Deed of Re-Conveyance dated 2nd June, 1967 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2352/1967 made and executed between (1) Veerchand Dalaji and (2) Punamchand Dalaji carrying on business in partnership under the firm name and style of Messrs. Veerchand Poonamchand and Co. (therein referred to as “the Mortgagees”) of the one part and Gobind and Ram Co-operative Housing Society Ltd. (therein referred to as “the Mortgagors”) of the other part, the Mortgagees granted and reconveyed the said Plot alongwith buildings, thereon unto the Mortgagor therein for the consideration and on the terms and conditions mentioned therein.
- d) By an Indenture of Mortgage dated 2nd June, 1967 , duly registered with Sub-Registrar of Assurances at Mumbai under Serial No. BOM-R/2353/1967, made and executed between The Gobind and Ram Co-operative Society Limited (therein referred to as the “the Mortgagees”) of the one part and Maharashtra State Co-operative Housing Finance Corporation Ltd. (therein referred to as “the Mortgagors”) of the other part, the Mortgagors conveyed and assured the said Plot together with structures/buildings thereon onto the Mortgagees subject to the proviso for redemption on repayment of said principal sum together with interest in the manner and upon the terms and conditions and covenants therein contained.
- e) By a Deed of Modification dated 24th July, 1969, duly registered with the Sub-Registrar of Bombay under Serial No. BOM-R/2946/1969 made and executed between The Gobind and Ram Co-operative Housing Society Ltd. (therein referred to as “the Mortgagors”) of the One Part and The Maharashtra Co-operative Housing Finance Society Limited (therein referred to as “the Mortgagees”) of the Other Part the parties therein agreed to modify the principal sum contained in the Indenture of Mortgage dated 2nd June, 1967 on the terms and conditions mentioned therein.

- f) In or around the year 1971, the Society completed the construction of a building upon the said Plot, known as 'Azad Apartment' and having therein 3 (three) wings named as 'A', 'B' and 'C', each wing comprising of ground floor plus 3 (three) upper storeys (hereinafter referred to as the "**SAID BUILDING**"). On the said Plot there were two adjoining garages on the south west corner of (hereinafter referred to as "**THE GARAGES**") in exclusive possession of the Society. (Hereinafter the said Plot together with the said Building and the Garages is collectively referred to as "**THE SAID PROPERTY**").
- g) By a Deed of Re-Conveyance dated 31st July, 2009 duly registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR-9/7313/2009 made and executed between The Maharashtra State Co-operative Housing Finance Corporation Ltd. (therein referred to as "the Mortgagees") of the one part and The Gobind and Ram Co-operative Housing Society Ltd. (therein referred to as "the Mortgagors") of the other part, the Mortgagees granted and re-conveyed the said Property against the repayment of the mortgage debt by the Mortgagors unto the Mortgagor therein on the terms and conditions mentioned therein.
- h) In these circumstances the Society is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
- i) By a Redevelopment Agreement dated 3rd October, 2024, duly registered with the Sub-Registrar of Assurances of Andheri at Bandra under Serial No. BDR-18/17439/2024 read with Supplemental (First) Redevelopment Agreement dated 3rd October, 2024, duly registered with the Sub-Registrar of Assurances of Andheri at Bandra under Serial No. BDR-18/17441/2024 made and executed between (1) The Gobind And Ram Co-Operative Housing Society Limited (therein and herein referred to as "the Society") of the First Part, (2) Mrs. Vanita A. Mendes & Ors. (therein collectively referred to as "the Confirming Parties") of the Second Part and (3) M/s Navkar Realty (therein and herein referred to as "the Developers") of the Third Part, the Society, with the consent and confirmation of the Confirming Parties therein thereby granted complete and exclusive redevelopment rights in respect of the said Property by demolition of the said existing building and construction of the New Building on the said Property to the

Developers therein (being the Promoters herein) for the consideration and on the terms and conditions more particularly set out therein.

- j) By a Power of Attorney dated 3rd October, 2024, duly registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR-18/17440/2024, the Society appointed, nominated and constituted (1) Mr. Nilesh P. Shah, (2) Mr. Darshan P. Shah and (3) Mr. Hardik D. Shah, being the partners of M/s Navkar Realty to jointly and/or severally do various acts, deeds and things on behalf of the Society for the purpose of and in furtherance of the re-development of the said Property (hereinafter referred to as "**THE SAID POWER OF ATTORNEY**").
- k) Thereafter by a Second Supplemental Redevelopment Agreement dated 3rd October, 2024 (duly notarized) made and executed by and between (1) The Gobind and Ram Co-Operative Housing Society Limited (therein and herein referred to as "the Society") of the First Part, (2) Mrs. Vanita A. Mendes & Ors. (therein collectively referred to as "the Confirming Parties") of the Second Part and (3) M/s Navkar Realty (therein and herein referred to as "the Developers") of the Third Part, (herein referred to as the Promoters) the parties recorded certain further terms agreed between them as more particularly set out therein. The Redevelopment Agreement dated 3rd October, 2024, the Supplemental (First) Redevelopment Agreement dated 3rd October, 2024 and the Second Supplemental Redevelopment Agreement dated 3rd October, 2024 shall hereinafter collectively be referred to as "**THE SAID REDEVELOPMENT AGREEMENTS**".
- l) Under these circumstances, the Promoter is entitled to redevelop/develop the said Property more particularly described in the **FIRST SCHEDULE** hereunder written and shown surrounded by RED colour boundary line on the PLAN annexed hereto as **ANNEXURE "A"**. (hereinafter referred to as "**THE SAID PROPERTY**") and proposes to redevelop the said Property under the provisions of and in accordance with Regulation 30 Table 12, 31(3) and 32 for redevelopment strictly under Regulation 33(7)(B) of the DCPR-2034, rules and policies, utilising all benefits generated therefrom, whether by payment of premium or otherwise, which is inclusive of the primary or zonal FSI

generated and/or originated from the said Plot, the fungible compensatory FSI for the Rehabilitation Component (available free of cost) and the Sale Component (available by paying premium to the concerned authorities), premium paid FSI, the outside Transfer of Development Rights (TDR) FSI which may be permitted to be loaded on the said Plot, Road set-back FSI, Road width FSI, as also permissible areas subject to what is stated therein.

- m) The Promoter has agreed to redevelop the said Property inter alia by demolition of the said The Gobind and Ram Co-Operative Housing Society Limited being the existing society structure standing on the said Property and constructing a New Building/s on the said Property, at its own costs, risk expenses, responsibility and account on the Principle to Principle basis and not as an agent of the Society, in accordance with the building plans, to be got sanctioned and approved by the MCGM, from time to time, using, utilizing and consuming the entire presently available development potential including the incentive additional built-up area proposed to be utilized for construction on the said Plot to the extent of FSI 2.97 of the Plot area admeasuring 1672sq.mtrs i.e 4965.84 sq.meters of built up area (hereinafter called the “Total built up area”), only in accordance with Regulation 30 Table 12, 31 (3) and 32 for redevelopment strictly under Regulation 33(7)(B) of the DCPR-2034, rules and policies, whether by payment of premium or otherwise, which is inclusive of the primary/zonal FSI generated and/or originated from the said Plot, the fungible compensatory FSI for the Rehabilitation Component (available free of cost) and the Sale Component (available by paying premium to the concerned authorities), premium paid FSI, the outside Transfer of Development Rights (TDR) FSI which may be permitted to be loaded on the said Plot, Road set-back FSI, Road width FSI, as also permissible areas (hereinafter collectively called the **“Aggregate FSI”**).
- n) The Promoter has proposed to construct residential building/s on the said Property. The Promoter has through the licensed Architect, M/s. Concrete Design prepared the building plans for the residential building/s on the said Property and submitted the same for approval. The Promoter has also appointed M/s. Unistep Consulting Pvt. Ltd. as Structural Engineers for preparing structural designs; drawings and

specifications of the said Residential building/s and the Allottee/s accept the professional supervision of the said Architect and said Engineers till the construction of the said residential building/s is completed, unless otherwise changed.

- o) The Promoter has, presently proposed to construct building to be known as “Navkar Elegance” consisting of ground floor, stilt, triple stack parking, and 11 upper residential floors and open terrace above the 11th floor (hereinafter referred to as “THE SAID NEW BUILDING”).
- p) The Promoter has prior to execution hereof obtained various permissions, sanctions, approvals from various competent authorities with respect to the redevelopment of the said property, including the following: -
 - i. Intimation of Disapproval (I.O.D.) dated 6th May, 2025 under reference No. P-23954/2024/(503A)/K/W Ward/VILE PARLE-K/W/IOD/1/New issued by Brihan Mumbai Municipal Corporation (“BMC”). A copy of the IOD is annexed hereto as **ANNEXURE -“B”**.
 - ii. Commencement Certificate (CC) dated 23rd July, 2025 - bearing No P-23954/2024/(503A)/K/W Ward/VILE PARLE-K/W/CC/1/New. A copy of the Commencement Certificate is annexed hereto as **ANNEXURE - “C”**.
 - iii. The Promoter will obtain the balance approvals from various authorities from time to time so as to obtain the Occupation Certificate of the building.
- q) 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 Promoter while developing the project Property and the said new building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said new building shall be granted by the concerned local authority.

r) It is clarified by the Promoter that the aforesaid sanctioned building plans, although approved by appropriate authority/MCGM are liable to be amended or revised and/or changed by appropriate authority/MCGM and other concerned public bodies and authorities as also by Promoter/s. The Promoter reserves the right to do so and this right of the Promoter as also the right of the Promoter to amend the plans is hereby acknowledged and accepted by the Allottee/s.

s) The authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority as also the plan for the parking spaces has been annexed as **ANNEXURE “D” and ANNEXURE “E”**.

t) The Promoter has obtained the Legal Title Report 1st April , 2025, issued by Advocate, Jigar Shah showing that the Promoter herein are entitled to the develop/redevelop the said Property. A copy of the Title Certificate/s 1st April , 2025 is annexed hereto as **ANNEXURE “F”**.

u) The Property Register Card in respect of the said property shows the name of The Gobind and Ram Co-Operative Housing Society Limited. as owners and shows that the said property admeasures 1672.00 sq.mtrs. Copy of the Property Cards with respect to the said Property has been annexed hereto as **ANNEXURE “G”**.

v) The Promoter has the sole and exclusive right to sell the Apartments in the new building/s being constructed by the Promoter on the said Property (save and except Apartment allotted to the members of the society), to enter into Agreement/s with Allottee/s and to receive and the sale consideration in respect thereof.

w) The Allottee/s has/have applied to the Promoter for sale and allotment of a residential Apartment No. ____ admeasuring _____ square feet RERA carpet area i.e. ____ square meters RERA carpet area on ____ floor of the said building known as “Navkar Elegance” being constructed on the said Property, along with _____ car parking space/s in Triple stack (hereinafter called the “said Car Park Space/s”). The said Apartment No. ____ on the ____ floor of the New Building is hereinafter called the “said Apartment”. The said Apartment and Parking Space are more particularly described in the SECOND SCHEDULE hereunder

written. The Promoter has represented to the Allottee/s that the title of the Promoter to the said Apartment and the Car Park Space/s is clear and marketable and free from all encumbrances.

- x) The RERA Carpet Area of the said Apartment means the area of the 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 Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment as defined in Real Estate (Regulation and Development) Act 2016 (“RERA”).
- y) The Common Areas and Amenities that shall be available to the Allottee/s in the said property are more particularly set out in the **ANNEXURE “H” and “I”** respectively.
- z) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

aa) Prior to the execution of these presents the Allottee/s have paid to the Promoter, a sum of Rs. _____/- (Rupees _____ Only), being earnest money of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

bb) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 (“RERA”) at _____ under No. _____ authenticated copy showing registration is attached in **ANNEXURE - “J”**.

cc) Under section 13 of the said Act, the Promoter are required to execute, a written Agreement for Sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment and parking/s as stated herein.

dd) Hereinafter, for the sake of brevity, the term Allottee/s shall be referred to as “the Allottee/s” and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Maharashtra Stamp Act, 2015;

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly as if the same were set out hereinafter and reproduced verbatim.
2. The Promoter as aforesaid has demolished the said old buildings standing on the said Property and has commenced construction of the said new building proposed to be known as “Navkar Elegance” presently consisting of **Ground Floor with Triple Stack Car Park Space in stilt area and 1st to 11th residential floors and open terrace above the 11th floor** (hereinafter referred to as “**THE SAID NEW BUILDING**”) on the Property more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “**THE SAID PROPERTY**”) in accordance with the plans, designs, specifications, etc., approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them.

3. The Allottee/s agree/s that the name of the New Building, " Navkar Elegance " and logo shall not be changed even after formation of the ultimate body/Society by the purchaser/s of Allottee/s and the same shall remain as mentioned in the clauses hereinabove accordingly.
4. The Promoter have expressly made clear to the Allottee/s that the Promoter have obtained necessary approvals, however, some of the other approvals including amendments of the current approvals shall/may be required as also amended from time to time and the Promoter agrees to take prior consent of the Allottee/s as required under Maha RERA Rules, which consent shall not be unreasonably withheld by the Allottee/s. While carrying out such amendment, the Promoter shall ensure that such amendment shall not affect floor of the said Apartment and its area beyond the +/- variance of 3% in the carpet area.
5. The Allottee/s hereby gives his/her/their express consent to the Promoter to mortgage the said Promoter's Area and/or the Development Right under the said Redevelopment Agreement or any of them including the amounts receivable under these presents and/or as otherwise agreed between the parties in writing between the parties hereto in such manner that the said Apartment being sold to the Allottee/s herein shall not form part of the Mortgage.
6. On demand from the Allottee/s, prior to the execution hereof the Promoter has given full and free inspection of all the documents relating to the title, the permissions, plans, designs and specifications prepared by the Promoter' Architects and sanctions in respect of the said Real Estate Project and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, and rules and regulations made thereunder and the Allottee/s has/have represented to the Promoter that the Allottee/s has/have verified the same with the website which has been put up by the Real Estate Authority under RERA. The Allottee/s expressly confirm that he/she/they has/have agreed to enter into this contract based upon verification, satisfaction and acceptance of the aforesated permission, plans and sanctions only

and not based upon any information contained in the notice advertisement or prospectus, or on the basis of any model Apartment, plot or building as the case may be.

7. The Allottee/s herein has/have prior to the execution of this Agreement independently have inspected and perused the Title Certificate annexed to this Agreement and the documents of title in respect of the said Property and also otherwise investigated and have satisfied himself/herself/themselves/itself about the Owner's title to the said Property and the Promoters' rights to develop the said Property and has/have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the Owner's to the said Property and the Promoters' rights to develop the said Property and no requisitions or objection shall be raised on any matter relating to the title by the Allottee/s herein after execution of this Agreement.
8. The Allottee/s is aware that due to planning constraints, the Promoter has, to effectively develop the said Property, sought certain concessions under the Development Control & Promotion Regulations from the concerned authorities while applying for grants/sanctions/permissions. The Allottee/s is/are aware that such various concessions have been granted by the Concerned Authority and the Allottee/s hereby immutably undertakes not to challenge the concessions obtained by the Promoter for development of the said Property.
 - (a) The Allottee/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agree to sell/allot to the Allottee/s, an Apartment bearing Apartment No. _____, admeasuring _____ square feet equivalent to _____ square metres (RERA Carpet Area), on the _____ floor, in the building to be known as "Navkar Elegance" constructed on the said Property which Apartment is more particularly described and delineated in RED colour boundary line on the floor plan thereof annexed hereto as Annexure - "D" (hereinafter referred to as the "the Apartment") for the consideration of Rs. _____/- (Rupees _____ Only) including the

proportionate price of the common areas and facilities appurtenant to the Apartment alongwith ____ car parking spaces in Triple stack admeasuring Minimum _____ square feet and having minimum _____ mtr length x _____ mtr breadth hereinafter referred to as "the said Car Parking Space/s"). The above size is of the car parking space(s) and the stack shall be within such car parking space. The car parking space and its location are shown in the plan annexed hereto as **ANNEXURE "E"**.

9. The Allottee/s has/have paid to the Promoter on or before the execution of this Agreement, a sum of Rs. _____/- (Rupees _____ Only) as and by the way of advance money (the payment and receipt whereof the Promoters doth hereby admit, confirm and acknowledge and forever acquit and discharge the Allottee of the same) and hereby agree/s to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) which shall be deposited in RERA designated collection Bank Account No. **99990920062023** of HDFC Bank, Vishal HALL Branch, having IFSC Code HDFCO000086 situated at Gr, Flr, Shop No. 3,4,5 & 6, 1st Floor, Office No. 104, 105 & 106, Siddhi Aura, Nityanand Nagar III, Andheri (E) Mumbai - 400 069. In addition to the above Bank Account, the Promoter has opened in the same Bank, RERA designated separate Bank Account and RERA designated transaction Bank Account having Account No. **99909020062023** and **50200083482237** respectively. The Allottee/s hereby agrees to pay to that Promoter the said consideration amount in following manner:

Install ment Sr. No.	Stage of Payment	Percentage of amount to be paid	Amount
1.	Booking Amount	9.00%	
2.	On Execution of Agreement	20.00%	
3.	Completion of Plinth	16.00%	
4.	Completion of Slab 1	2.12%	
5.	Completion of Slab 2	2.08%	
6.	Completion of Slab 3	2.08%	

7.	Completion of Slab 4	2.08%	
8.	Completion of Slab 5	2.08%	
9.	Completion of Slab 6	2.08%	
10.	Completion of Slab 7	2.08%	
11.	Completion of Slab 8	2.08%	
12.	Completion of Slab 9	2.08%	
13.	Completion of Slab 10	2.08%	
14.	Completion of Slab 11	2.08%	
15.	Completion of Slab 12	2.08%	
16.	Completion of Brickwork of your Apartment	1.00%	
17.	Completion of Plaster of your Apartment	1.00%	
18.	Completion of Flooring of your Apartment	1.00%	
19.	Completion of Doors of your Apartment	1.00%	
20.	Completion of Windows of your Apartment	1.00%	
21.	Completion of Sanitary Fittings of your Apartment	1.00%	
22.	Completion of Staircases	2.00%	
23.	Completion of Lift Wells	1.00%	
24.	Completion of Lobbies of your floor	1.00%	
25.	Completion of External Plumbing	1.00%	
26.	Completion of External Plaster	1.00%	
27.	Completion of Elevation	1.00%	
28.	Completion of Terraces with waterproofing	2.00%	
29.	Completion of Lifts	6.00%	
30.	Completion of Water Pumps	2.00%	
31.	Completion of Electrical Fitting of your Apartment	1.00%	
32.	Completion of Entrance Lobby	1.00%	
33.	Possession	5.00%	
TOTAL		100.00%	

10. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoter will forward by hand delivery/courier/email/post/whatsApp to the Purchaser/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Purchaser /s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within 7 (seven) days of Promoter dispatching such intimation.

11. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this Agreement by the Allottee/s then the Promoter shall, Without prejudice to the Promoter rights, be entitled to recover interest from the Allottee/s on the outstanding amount (which have become due and payable by the Allottee/s to the Promoter) at the rate specified in the Rules and the Promoter shall not be obliged to handover possession of the said Apartment to the Allottee/s till such time as the entire purchase price and all such after and further charges and interest thereon is paid by the Allottee/s to the Promoter in accordance with the terms of this Agreement.
12. In accordance with the provisions of the Income Tax Act, 1961, the Allottee/s is under obligation to deduct the TDS at the rate as applicable in law, of the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each instalment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury and furnish the challan/certificate to the Promoter as aforesated, then the Allottee/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 Promoter 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 Promoter.
13. It is agreed that in the event any instalment milestone is achieved by the Promoter prior to a previous milestone, the Promoter shall be entitled to raise demand of such instalment of which the work is completed and the Allottee/s shall be bound and liable to pay the same in-spite of a prior milestone not being completed and/or prior instalment not being demanded.
14. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, goods and service tax, (G.S.T.) is

leviable on the total consideration payable hereunder and consequently, the amount of each instalment payable by the Allottee/s to the Apartment, including any of consideration paid as mentioned hereinabove, the Allottee/s will be required to pay the applicable G.S.T. to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable G.S.T. along with each instalment 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. Failure to pay to the Promoter shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with such dues under the applicable Law. 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 or new laws by the Central and/or State Government G.S.T. or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same is not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest of 18 % p.a. thereon before taking possession of the said Apartment. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said Apartment for such unpaid amounts (without prejudice to any other rights that may be available to the Promoters). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the above said taxes/dues as provided hereinabove.

15. In case the transaction being executed by this Agreement between the Promoter and the Allottee/s is/are facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/ brokerage to the said registered Real Estate Agent, shall be paid by the Promoter /Allottee/s both, as the case may be, in accordance with the agreed terms of payment.
16. All the above respective payments shall be made to the Promoter within 7 (seven) days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the Promoter.
17. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of charges payable to the competent authority and/or any other increase in charges and any additional charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in charges, cost, or levies imposed by the competent authorities etc., the 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 Allottee/s.
18. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the entire New Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within 3% (three percent) then the Promoter shall refund the excess money paid by the Allottee/s within ninety (90) days along with interest @ fixed at 2% SBI marginal cost of funds per annum

current benchmark for banking rates per annum with annual interest at the rate specified in the Rules. If there is any increase in the carpet area allotted to Allottee/s within 3% (three percent), the Promoter shall demand additional amount from the Allottee/s and the Allottee/s shall pay to the Promoter within 15 (fifteen) days from the date of confirmation of such increase in carpet area of the said Apartment. All these monetary adjustments shall be made at the same rate per square meter as would be calculated on the basis of consideration mentioned herein.

19. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Promoter undertakes not to object /demand /direct the Promoter to adjust the payments in any manner.
20. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall subject to what is stated in this Agreement abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Society by the purchaser/s of the Allottee/s after receiving the Occupation Certificate (OC). 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 (“Payment Plan”).
21. The Promoter 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 said Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Apartment.
22. The Promoter hereby declare that the Floor Space Index available as on date in respect of the said Property is 4965.84 Square Metres of the said Land including fungible FSI, only and Promoter has planned

to utilize Floor Space Index of 2.97 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 Promoter has disclosed the Floor Space Index of 2.97 as proposed to be utilized by it on the said Property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

23. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this Agreement by the Allottee/s is likely to result in a delay in handing over the possession of the Apartment to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Promoter to harsh consequences. The Allottee/s therefore agree/s that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated herein, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoter for delay in handing over possession and for non-payment of any dues payable under this Agreement.
24. Without prejudice to the right of Promoter to charge interest as set out herein, on the Allottee/s committing any default in payment on due date of any amounts due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any three defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall at its own option, may terminate this Agreement. Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post A.D. or otherwise at the

address provided by the Allottee/s and /or mail at the e-mail address provided by the Allottee/s, of Promoter 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination or the Promoter receiving the consideration from new Allottee/s, whichever is later, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

25. It is agreed that the liquidated damages shall include:
 - a) 20% of the purchase price of the said Apartment which is to stand forfeited by the Promoter which amount is agreed by the parties to be a fair estimate of the loss that the Promoter will suffer in the event of default on the part of the Allottee/s to pay the amount payable by him/her/it/them to the Promoter hereunder towards liquidated damages.
 - b) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said Apartment up-to the date of termination of this Agreement;
 - c) the brokerage paid to Real Estate Agent at the time of booking of the Apartment
 - d) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - e) The balance amount payable to the Allottee/s after deducting all of the above, shall be refunded only after their registration of the Deed of Cancellation of this Agreement, the cost including stamp duty of registering the Deed of Cancellation shall be borne and paid by the Allottee/s alone.

26. The Promoter shall, in the event of any shortfall and /or any default in payment on due date of any amounts due and payable by the Allottee/s to the Promoter under this Agreement, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s, any Government Charges such as G.S.T., Stamp Duty, Registration Fees etc. as the case may be. The Promoter shall be entitled to deduct the stamp duty, registration fees, GST (if any), and other costs incurred by the Promoter before paying such amount to the Allottee/s. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Apartment. The Allottee/s agree that receipt of the said refund by cheque from the Promoter to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s 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 Promoter unless and until the Promoter shall have given to the Allottee/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 Allottee/s in remedying such breach or breaches within 15 (fifteen) days of such notice, failing which the Promoter shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the email address provided by the Allottee/s mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter and time of 15 (fifteen) days shall be deemed to have commenced from the day immediate after dispatching or emailing of such notice as the case may be.

27. Whenever in this Agreement it is stipulated that the Allottee/s has/have to make any payment in common with other Allottee(s) in

the Project, the same shall be in proportion to the carpet area of the said Property to the total carpet area of all the said Apartment in the Project.

28. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said New Building and the Apartment as are set out in **ANNEXURE – “I”**, which is annexed hereto.
29. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said Apartment is ready for use and occupation irrespective of whether the possession of the Apartment is taken or not in accordance with this Agreement, the Allottee/s as and when called upon by the Promoter, shall be liable to bear and pay an amount (as stated hereinafter) being a lump-sum amount towards the proportionate share of outgoings in respect of the said Property and the said New Building/s including 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, security, house-keeping, lifts/parking maintenance and all other expenses necessary and incidental to the management and maintenance of the said Property and the said New Building/s. The Allottee/s alone shall be responsible and liable for payment of G.ST. on such amount. Until the Full Occupation Certificate is received and management of the said New Building is transferred and handed over to the Society, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter /Society, any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the Full Occupation Certificate is received and thereafter the aforesaid deposit (less deductions provided for under this Agreement) shall be paid over by the Promoter to the Society subject to deductions to be made, if any.

30. The Allottee/s is/are aware that the said New Building and the common areas and amenities in the said New Building shall be maintained and managed by the Promoter until the management is handed over to the Society. The Allottee/s alongwith the other Allottee/s of the Apartment shall be entitled to avail of the services provided or arranged by or through the Promoter at a cost or charges that may be fixed by the Promoter. All common costs, charges and expenses that may be claimed by the Promoter shall be to the account of and borne by the Allottee/s of the Society in the said New Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoter which determination shall be binding on the Allottee/s.

31. The Allottee/s shall in addition to the payment of the entire purchase price, consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement , paid to the Promoter by cheque dated _____ bearing No. _____ drawn on _____ bank following sums of money alongwith G.S.T. as applicable in addition to any other amounts mentioned herein which are exclusive of taxes and other charges as follows to this Agreement:

- a) Rs. 50,000/- (Rupees Fifty Thousand Only) - being agreed legal charges, costs and expenses including professional costs of Attorney at Law, Advocates and Solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement.
- b) Rs. 500/- (Rupees Five Hundred Only) – for Share Application and Share Charges.
- c) Rs. 100/- (Rupees One Hundred Only) – for entrance fee of the Society.
- d) Rs. 40,000/- (Rupees Forty Thousand Only) – for electricity meter connection, Water and other service connection charges.
- e) Rs._____/- Proportionate share of Development charges @ Rs.470/- per sq.ft.
- f) GST if any applicable shall be payable by the Allottee/s on the above amounts.

32. The following amount shall be paid to the Society by the Members herein simultaneously against the members herein taking possession of the new premises/Permanent Alternate Accommodation.

(a) One Year advance maintenance charges @ Rs.10/- per sq.ft. RERA carpet area of their respective new flats, per month, to the society commencing from the grant of the full Occupation Certificate and

(b) Rs.50,000/- (Rupees Fifty Thousand Only) as and by way of fit out refundable deposit subject to deduction, if any for damage caused to the society property.

33. The Allottee/s further agrees/s and undertakes/s that on admission of the Allottee/s to the said Society as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Society, in favour of approving such car parking as done/allotted by the Promoter, so that the respective person/s in whose favour the Promoter have earmarked a certain number of car parking spots, will be allotted such number of car parking spot/s by the said Society for exclusive use along with rights of transferability in respect thereof.

34. The Allottee/s is aware that the members of the society shall be allotted parking spaces further some members of the society may be allotted parking as and by way of an additional amenity the exclusive right to park vehicles / cars for parking of vehicles and Exclusive right to use Terrace (Open to Sky) of area approximately 550 Sq.Ft. which is adjacent to the Flat No. 1102 on the 11th Floor, Promoter shall entitled to grant exclusive right of using Terrace to the purchaser of the Flat No. 1102 .These exclusive rights as aforesated are both inheritable and transferable and will stand attached to the said Apartment the same being an amenity attached to the Apartment and the same shall not be transferred separately by the Allottee/s otherwise than alongwith the transfer of the said Apartment. The Allottee/s hereby give their irrevocable consent to all such and other rights granted by the Promoter. The Allottee/s agrees and undertakes to support any further exclusive rights that

may be created by the Promoter herein in favor of the other Allottee/s which may be hereinafter made without any objection whatsoever and also agree/s and undertake/s not to object to and to specifically vote in favor of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the said Society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights as stated herein. The Allottee hereby forever agrees to the Promoter granting such exclusive rights to other Allottee/s and members of the said society.

35. The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said new building/s, a majority of the car parking spaces provided in the said new building are in the form of Triple stack in stilt. The Allottee/s is/are aware that such parking systems also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the stilt.
36. For the effective management of car parking spaces in the said new building and in order to avoid any later disputes, the Promoter is entitled to carry out a tentative earmarking of a certain number of parking spots in the stilt Triple stack of the said new building/s for exclusive use thereof by certain acquires of Apartment in the said new building depending on availability of parking spots in the / stilt Triple stack. The Allottee/s agree/s that the Promoter shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that on admission of the Allottee/s to the said society /Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoter, so that the respective person/s in whose favour the Promoter has earmarked a certain number of car parking spots, will be allotted

such respective car parking spot/s by the said Body for exclusive use along with rights of transferability with the respective Apartment in respect thereof.

37. It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the stilt Triple stack then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each Triple Stack, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Triple stack parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Triple stack. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Triple stack or valet parking facility or on any other ground whatsoever and howsoever arising.
38. Further, the said Car Parking Space shall always be coupled with the Apartment agreed to be allotted to the Allottee/s and shall be transferred with the Apartment and in case at any time in future if the Allottee/s desire to sell, transfer and assign his/her/their rights in respect of their respective Apartment , without the said Car Parking Spaces then such right shall cease and stand surrendered to the Promoter herein and/or the Society who shall be entitled to allot the same in favour of any other Allottee/s for such consideration and on such terms and conditions as the Promoter and/or Society may deem fit, including for such charges/fees as may be decided from time to time for the use of the said Car Parking Space to the Promoter herein and/or Society.
39. Agreed further that the immutable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the Society referred to hereinabove.

40. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the Apartment agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
41. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Apartment etc. under this Agreement.
42. It is hereby agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the Apartments comprised in Promoter's Apartments/Premises for residential user and allot parking space /Triple stack parking/ for parking/pocket terrace/ part terrace/ terrace or portion thereof etc. in the said new building/s "Navkar Elegance" or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Apartment under this agreement. The Allottee/s shall not object and hereby agrees to the Promoter allotting, selling or otherwise dealing with parking spaces, part/pocket terrace and such allotment right to exclusive use, sale etc. shall be binding on the Allottee/s.
43. Notwithstanding anything contained herein, it is expressly agreed by the Allottee/s that the Promoter shall be entitled to carry out construction of the said New Building and the Allottee/s agree/s to the following:
 - (i) Allottee/s shall not raise any grievance complaint or obstruct the construction activities being carried on even after having taking possession of the said Apartment.
 - (ii) The Allottee shall take possession of the said Apartment as and when offered by Promoter with Part Occupation Certificate.
 - (iii) Allottee/s agree/s that in event of part occupation, the Promoter may allot temporary parking spaces to the

Allottee/s, which the Allottee/s shall hand over at time of full Occupation Certificate.

(iv) All common amenities may not be ready for use at time of taking possession of the said Apartment with Part Occupation and the Allottee/s will not object /refuse to take possession of the said Apartment for this reason.

44. The Promoter shall endeavour to give possession of the said Apartment to the Allottee/s on or before 31st August, 2028 subject to what is otherwise stated herein with Part Occupation Certificate and/or Full Occupation Certificate. 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 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the 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.

45. (a) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

(b) Without prejudice to the right of promoter to charge interest in terms as mentioned herein above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

46. The Promoter shall be entitled to extension of time in the event of delay in handing over possession of the Apartment due any event that is beyond the reasonable anticipation and control of the Promoter and which events or the effects thereof are not attributable to a Promoter's failure to perform its obligations under this Agreement including but not limited to changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or on account of delay in issue of the Occupation Certificate/part Occupation Certificate and/or any other Certificate/permission/approval as may be required in respect of the said building by the said local authority or any epidemic and/or pandemic events and/or outbreak of any disease/diseases.

47. The Promoter, 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 Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
48. The Allottee/s shall take possession and/or be deemed to have taken possession of the said Apartment within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.
49. If within a period of 5 (five) years from the date of handing over of the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Apartment or the said New Building in which the said Apartment is situated wherever possible, such defects shall be rectified by the Promoter at the Promoters' own cost. However, if any of the Allottee/s, carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Apartment or any part thereof in the said Apartment and/or the said New Building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.
50. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as mentioned herein, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the

Allottee fails to take possession within the time provided herein such Allottee shall continue to be liable to pay maintenance charges as applicable.

51. The Promoter have agreed to provide in the said Apartment, the amenities as per list annexed hereto as **ANNEXURE -“I”**. The Promoter reserves rights to add/remove/change any items/brands of such amenities at its sole discretion. As the Promoter are not charging any additional amount for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto as **ANNEXURE -“I”**.
52. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence use for the purpose of which it was given. The Allottee/s shall use the said Car Parking Space only for purpose of parking his/her/their own car/s.
53. The present layout, design, elevation, plans etc. may be required to be amended from time to time by the Promoter and the Allottee/s has /have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter on the said property may take a long time, therefore the Promoter may require to amend, from time to time, the plans, layout, design, elevation etc. and the Allottee/s has no objection to the Promoter making such amendments, however in the event the area and location of the said Apartment is required to be altered and/or modified and/or changed, then the Promoter will obtain the prior written approval from the Allottee/s except for any alteration or addition required by any Government authorities or due to change in law without affecting the area, floor, dimensions and location of said Apartment .
54. It is agreed by the parties hereto that the Promoter shall pay only property/municipal taxes in respect of the unsold Apartment for initial 6 months from date of the occupation certificate Provided however, the Promoter shall pay the maintenance charges and other

outgoings in respect of the unsold Apartments and the Apartments in respect of which the prospective purchaser has not been admitted as a member of the Society, in addition to the property/municipal taxes, on and from the expiry of 6 months from the grant of Occupation Certificate.

55. The Allottee/s alongwith other allottee(s) of various Apartments in the said new building shall become members of the existing society on the said first property and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for being admitted as member of the said society.
56. Upon receipt by the Promoter from the Allottee/s of all his/her/their dues payable hereunder to the Promoter including the entire purchase price, all deposits, interest, if any, liquidated damages, if any, and all other amounts payable by the Allottee/s under the said Agreement including complying with all his/her/their/its obligations herein contained, the Promoter shall notify the said Society to admit the Allottee/s as member/s of the said Society and the Allottee/s hereby agree and undertake that he/she/they/it shall become member/s of the said Society on compliance with his/her/their/its obligations hereunder.
57. The Allottee/s hereby agrees and undertakes that on being admitted as a member/s of the said Society he/she/they/it shall be bound and liable to abide by and observe the bye-laws rules and regulations of the said Society as already framed and passed and all other rules and regulations as may be framed by the said Society, from time to time and the resolutions that may be passed by the said Society from time to time.
58. It is agreed that the Allottee/s shall, along with the other holders of Apartment in the said New Building, be entitled to the common areas and facilities set out hereunder written. It is hereby clarified that the areas mentioned in the annexure written hereunder under the heading Common Areas and Facilities only shall be common

facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities.

59. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- a) The Promoter hereby declares that they are entitled to use the available F.S.I. as per the said Development Agreement dated 9th August, 2024 and T.D.R. by whatever name called or any other development potential of the said Property or any part thereof and any other benefit in accordance with plans sanctioned by MCGM or any other competent authority for construction of the said New Building/s;
- b) 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 Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I./TDR or all other benefits which may be permitted in lieu thereof till the said New Building is transferred to the Society. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said Apartment agreed to be acquired by him/her/them/it and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
- c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid F.S.I. and T.D.R. respectively, becoming available to the Promoter on various aforesaid occasions, up-to the date of receipt of full Occupation Certificate of the said New Building as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future subject to the said Development Agreement. It is expressly agreed that in case of vertical expansion of the said New Building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper.

This Agreement shall be deemed to be unmuted consent of the allottee.

- d) The Allottee/s agree/s and undertake/s to permit and give the Promoter, all facilities for making such additions, alterations. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- e) All such new and additional tenements, units, Apartment, buildings and structures shall absolutely and exclusively belong to the Promoter.
- f) The Promoter propose to put up by way of LED/Neon sign on New Building name “Navkar Elegance” and these Company namely along with its logo on the top terrace/gate/lobbies and various other places. The same shall remain even after the transfer of the said New Building to the Society and shall be duly maintained by the Society at their costs and expenses. The Allottee/s hereby accepts the same and gives his/her/their/its immutable consent to the same.
- g) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Apartment and the said New Building secured in all ways.

60. It is further agreed by the Allottee/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in elevation, window height and railing of the said Apartment and that there should not be any change in this regard, there should not be any tampering in any manner for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering in any manner with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/permissions of the Promoter and/or the Society or of any appropriate Authority, required, if any, in case of Waterproofing of the entire floor of the said Apartment to be carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s), that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said

Apartment and that Plans and details for interior work should be submitted to the Promoter for approval and that the work must be carried out in accordance with the approval/permission of the Promoter.

61. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the Municipal Corporation of Greater Mumbai or to the State Government or any other competent authority or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Apartment agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
62. If, at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Municipal Corporation of Greater Mumbai, Government and/or any other Public Authority in respect of the said Property and/or the said New Building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said Apartment shall be borne and paid by the Allottee/s in proportion to the net usable area occupied by Allottee/s.
63. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, premium or any other charges of any nature whatsoever payable to Municipal Corporation of Greater Mumbai or Commissioner or any other authority for execution of this Agreement is the responsibility of the Allottee/s.
64. The Promoter hereby represent and warrant to the Allottee/s as follows:
 - a) The Promoter are entitled to develop rights with respect to the said property as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said property.

- b) The Promoter have lawful rights and requisite approvals from the competent Authority/ies to carry out development of the said property and shall obtain requisite approvals from time to time to complete the redevelopment of the said property;
- c) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Property and said New 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, the said Property and said New Building shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Property and said New Building/common areas;
- d) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- e) The Promoter has not entered into any Agreement for sale and/or Redevelopment Agreement or any other agreement/arrangement with any person or party with respect to the said Property and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- f) The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment and car parking spaces to the Allottee/s in the manner contemplated in this Agreement;
- g) At the time of hand over of management to the Society, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the New Building to the Society;

h) The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said property to the competent Authorities until the date of handing over the Apartment to the Allottee/s and/or till the Management is handed over to the said Society and/or the date of receipt of Occupation Certificate, whichever is earlier;

i) 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 Owner's Properties) has been received or served upon the Promoter in respect of the Owner's Property and/or the project except as disclosed herein.

65. The Allottee/s for himself/herself/themselves/itself with intention to bring all persons into whosoever hand the said Apartment may come, do hereby covenant with the Promoter as follows:

- a) To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do, or suffer to be done, anything in or to the said New Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Apartment , itself or any part thereof;
- b) 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 New Building or storing of which goods is objected to by the concerned local or any other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said New Building including entrances of the said Building and in case any damage is caused to the said New

Building and/or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;

- c) To carry at his/her/their 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 Allottee/s and shall not do or suffer to be done anything in the said Apartment or to the said New Building or the said Apartment which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned Local Authority and/or Public Authority;
- d) Not do or suffer to be done anything in the said Apartment or to the said New Building which is in contravention of this Agreement. In the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof, including the liability to carry out the repair at the Allottee/s' cost;
- e) 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 whatsoever in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said New Building and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the said Society and in the event, any such damage the Allottee/s shall indemnify the said Apartment and/or the Society for the same;

- f) 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 said New Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- g) 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 Property and the said New Building;
- h) No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts of the said New Building and/or in the compound of the said New Building, by any of the Apartment holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the holders of the Apartment in the said New Building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts of the said New Building and/or in the compound of the said New Building as the Promoter may determine absolutely at its discretion.
- i) The refuge area adjoining to lobby/staircase/ Apartment (hereinafter referred to as “the Refuge Area”), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Allottee/s/ Society. The Refuge area in the said New building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the New Building. The entry thereof, at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, staircase leading to such Refuge area.

- j) The Allottee/s shall not affix grills / fixtures on the exterior of the said New Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions.
- k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said New Building;
- l) 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 Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Apartment or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Apartment or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has obtained prior written consent from the Promoter which shall not be unreasonably withheld;
- n) The Allottee/s shall observe and perform all the rules and regulations which the Society, may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said Property and New Building, and the said Apartment 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 the Government and other public bodies. The Allottee/s shall also observe and perform all

the stipulations and conditions laid down by the Society, regarding the occupation and use of the said Apartment in the said New 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;

- o) Till the handover of management of the said Property to the Society, the Allottee/s shall permit the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Property and the said New Building or any part thereof to view and examine the state and condition thereof;
- p) In the event, any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of Apartment /Parking space etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- q) The Allottee/s shall insure and keep insured the said Apartment against loss or damage by fire of any other calamities for the full value thereof;
- r) The Allottee/s agrees that his/her/their/its interest in the said Apartment and the said New Building is imitable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said Apartment and/or in the said New Building and/or in the said Property.
- s) In case Reliance/Tata Power/Adani or any authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the sale building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Apartment agreed to be acquired by them.

- t) To indemnify and keep indemnified the Promoter against any losses that may be caused to him/them on account of fire, lift mishap, illegal activities, interior work, damage to the said New Building on account of negligence/non - maintenance or like nature until the Full Occupation Certificate is obtained.
- u) To comply with the following:-
 - i. not to enclose refuge area terrace on the 7th floor.
 - ii. abide by the bye-laws of the Society;
 - iii. not change the outside elevation of the New Building;
 - iv. use the allotted Car Park exclusively for their own personal use;
 - v. not park commercial vehicles;
 - vi. not park outsider's vehicles, except in the Visitors' Car Parking, if any;
 - vii. use the Apartment only for the residential purpose;
 - viii. not to permit user of any Flat in the new building for beauty parlour, boarding houses, nursing homes, etc.
- v) It is further agreed that the wall of refuge areas shall not be punctured by the Promoter and/or by any existing or new Members. The Promoter shall not give access to any such refuge areas to any Confirming Parties/Members or prospective purchaser.
- w) Until the handover of management to the Society of purchasers as aforesated, the Promoter will control the management of the said New Building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s alongwith the Purchasers of other Apartment /Parking Spaces and/or the said Society will not have any objection to the aforesaid right of the Promoter.

66. Notwithstanding any other provisions of this Agreement, the Promoter shall be entitled to, at the Promoter sole and absolute discretion:

- a) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time;
- b) to decide from time to time when and what sort of document of transfer should be executed in whose favour;
- 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 Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter, 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 Promoter and/or persons associated with the Promoter;
- d) to cause to be transferred the said New Building in favour of a Society by the purchaser/s.
- e) 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 apartment Allottee/s may be transferred and/or conveyed.
- f) 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.

67. After the Promoter execute this Agreement, it shall not mortgage or create a charge on the 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 Allottee/s who has taken or agreed to take such Apartment. However, the Promoter herein shall be entitled to create charge/mortgage on the amounts receivable under these presents.

68. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Register for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
69. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the Apartment agreed to be allotted to the Allottee/s.
70. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the Apartment and supersedes, cancels and merges:
 - a) All agreements, negotiations, letters, commitments, writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
 - b) All the representation, warranties commitments etc. made by the Promoter to the Allottee/s in any documents, brochures, hoarding etc. and /or through on any other medium.
71. The Allottee/s agrees that his/her/their/its interest in the said Property and the said Building is imitable 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.

72. 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 Allottee/s of the said Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
73. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the Apartment agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the Apartment/Property and portion or portions of the said the said Owner's Area and the said New Building (constructed and to be constructed) shall be the sole property of the Owners/ Promoter. The Promoter shall be entitled to deal with the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirm and consent to the immutable right of the Promoter, to develop the said Owner's Areas in whatsoever manner the Promoter may deem fit and proper.
74. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property, the said New Building and the said Owner's Area (constructed and to be constructed) or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the management is handed over to the Society as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of Apartments and members of society as agreed to and specified herein and of other Allottees of the Apartment as herein stated.

75. The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the Society shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein and the Allottee/s and the said Society shall be bound and liable to render to the Promoter all necessary assistance and co-operation, to enable it to exercise and avail of the same.
76. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
77. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.
78. The Promoter 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.
79. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time
80. The Allottee/s is/are aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes and/or other and further taxes by whatever name called, if any. The Allottee/s hereby agree/s and undertake/s to pay the same if and when becomes payable.

81. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
82. The Courts in Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this Agreement for Sale.
83. 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 Mumbai courts will have the jurisdiction for this Agreement.
84. The Promoter shall handover a set of certified copies of approved plans along with the Occupation Certificate to the said Society who shall maintain and preserve documents and plans received from the Promoter. Further, the society shall carry out necessary structural audit reports and fire safety audit/s at regular intervals as required by law through the authorized agency/agencies as stipulated by MCGM.
85. The Allottee/s hereby declares that he/she/they have gone through the Agreement and all the documents related to the said Apartment purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this Agreement.
86. The Stamp Duty and Registration fees and incidental or other charges thereof payable on this Agreement and all the documents to be executed in pursuance to this Agreement shall be borne and paid by the Allottee/s alone.
87. 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.

88. 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.
89. Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the said Project.
90. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.
91. The execution of this Agreement shall be complete only upon its execution by the Promoter through its designated Partner/authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the relevant Sub-Registrar of Assurances at Kurla, Mumbai. Hence, this Agreement shall be deemed to have been executed at Mumbai.

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

a)	NAME OF THE ALLOTEE	
	ADDRESS OF THE ALLOTEE	
	NOITIFIED EMAIL I'D	
b)	NAME OF THE PROMOTER	M/S. NAVKAR REALTY
	ADDRESS OF THE PROMOTER	G1, Shivkrupa, 'H' Wing, Old Nagardas Road, Andheri (E), Mumbai – 400 069
	NOITIFIED EMAIL I'D	<u>navkar.construction@yahoo.com</u>

93. It shall be the duty of the Allottee/s 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 duly received by the Promoter or the Allottee/s, as the case may be.

94. That in case there are Joint Allotees all communications shall be sent by the Promoter to the Allottee 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 Allottee/s.

95. The Permanent Account Numbers of the parties hereto are as under:

NAME	PERMANENT A/C. NO.
PROMOTER Navkar Realty	AAVFN4752B
ALLOTTEE/S	

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

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(“The Said Property”)

ALL THAT THE piece and parcel of land situate at Azad Lane, Off S. V. Road, Andheri (West), Mumbai – 400 058 bearing CTS No. 503 A of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District, within Greater Mumbai admeasuring 1672 square meters (equivalent to approximately 2,000 square yards) or thereabouts as per the Property Register Card, bearing Survey No. 212A Hissa No. 3 (Part) and Survey No. 214B (Part), together with the building known as “Azad Apartment” and two Garages standing thereon, and bounded as follows, i.e. to say:

On or towards the East : By land bearing CTS Nos.503B and 503C;

On or towards the West : By land bearing CTS No.492;

On or towards the North: By Azad Lane;

On or towards the South: By land bearing CTS No.501.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(“The Said Apartment”)

Apartment No. _____, admeasuring _____ sq. ft. equivalent to _____ sq. mtrs. RERA Carpet Area on the _____ floor of the building to be known as “Navkar Elegance” to be constructed on the Property more particularly described in the First Schedule hereinabove written alongwith _____ car parking spaces in Triple stack in stilt.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(“The nature, extent & description of common areas, Amenities & facilities.”)

A) Description of the common areas provided:

Sr. No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Minimum Size/area of the common area provided
i	Meter Room	31-08-2028	30-11-2028	25.94 Sq. Mtr.
ii	Underground water tank	31-08-2028	30-11-2028	1,45,700 Liters
iii	Overhead water tanks	31-08-2028	30-11-2028	54,000 Liters

B) Facilities/amenities provided/to be provided within the building including in the common area of the building:

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ Common Organization	Minimum Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i	Fitness Center Along with Game zone	NA	31-08-2028	30-11-2028	90.80 Sq. Mtr.	NO
ii	Society Office	NA	31-08-2028	30-11-2028	19.68 Sq. Mtr.	NO
iii	Servant Toilet (Mid landing)	NA	31-08-2028	30-11-2028	19.95 Sq. Mtr.	NO

C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ Common Organization	Minimum Size/area of the facilities/ amenities	FSI Utilized or free of FSI
-	-	-	-	-	-	-

D) The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the layout.

Sr. No.	Type of open space (RG/PG) to be provided	Phase name/ number	Minimum Size open spaces to be provided	Proposed Date of Availability for use	Proposed Date of handing over to the Common Organization
i	L.O.S.	NA	250.80 Sq. Mtr.	31-08-2028	30-11-2028

E) Details and specifications of the lifts:

Sr. No.	Type Lift (passenger/service/s stretcher/goods/ fire evacuation/any other	Total no. of Lifts provided	Minimum Number of passenger or carrying capacity in weight (kg)	Minimum Speed (Mtr/Sec)
i	Passenger Lift	4 NOS.	10 Passenger	1 Mtr/Sec

SIGNED AND DELIVERED BY THE)

PHOTO

LEFT HAND

Within named “THE PROMOTER”)

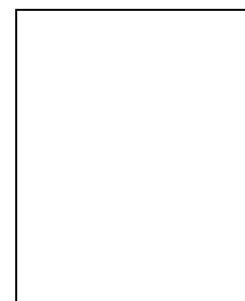
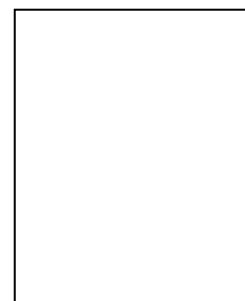
THUMB

M/S. NAVKAR REALTY)

IMPRESSION

Through its only partners)

(1) MR. NILESH P. SHAH



Signature: _____)

(2) MR. DARSHAN P. SHAH

)

Signature: _____

)

(3) MR. HARDIK D SHAH

)

Signature: _____

)

In the presence of:

)

1.

2.

SIGNED, SEALED AND DELIVERED

)

By the withinnamed: "**ALLOTTEE/S**"

)

Mr./Ms./M/s. _____

)

Signature: _____

)

in the presence of)

1.

2.

R E C E I P T

RECEIVED the day and year first hereinabove written)
of and from the withinnamed Allotee/s the sum of)
Rs. _____/- (Rupees _____)
_____ only)
vide cheque no. _____ dated _____)
drawn on _____ Bank)
_____ Branch)
as and by way of earnest money as mentioned)
hereinabove to be paid by him/ her/ them to us.) Rs.

**WE SAY RECEIVED
FOR M/S. NAVKAR REALTY**

(PROMOTER)

DATED THIS ____ DAY OF _____ 2025

BETWEEN

M/S. NAVKAR REALTY

..... The Promotors

AND

..... The Allottee