

AGREEMENT FOR SALE

SHOP/FLAT NO. [•], [•] FLOOR,

BLDG. KNOWN AS “NMS ONE 27”

PLOT NO. 01, SECTOR-27, KHARGHAR,

TALUKA-PANVEL DISTRICT-RAIGAD NAVI MUMBAI.

CARPET AREA IN SQ MTRS. : [•]

ADDITIONAL EXCLUSIVE AREA : [•]

SALE PRICE : Rs. [•]

STAMP DUTY : Rs. [•]

REGISTRATION FEE : Rs. [•]

This AGREEMENT FOR SALE is made and entered into at [•], on this the [•] day of [•], 2022

BETWEEN

NMS ENTERPRISES, a Partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having PAN No. AAHFN9167A and having its administrative office at 1105, NMS Titanium, Plot No-74, Sector-15, CBD Belapur, Navi Mumbai-400614, through its

Partner Shri. \_\_\_\_\_, hereinafter referred to as  
"the Promoter" (which expression shall, unless it be repugnant to the  
context or meaning thereof include the partners of the said firm for time  
being, surviving partner or partners and heirs, executors, administrators of  
last surviving partner or partners and his or their assigns) of the **ONE  
PART**

**AND**

**MR./MRS./MS** [•] aged [•] (having Permanent Account Number: [•])  
(AADHAR NO [•]) Indian Inhabitant, residing at [•] hereinafter referred to  
as the "**Purchaser/s**" (which expression shall unless it be repugnant to the  
context or meaning thereof, be deemed to mean and include his/her/their  
heirs, successors, executors, administrators and assigns) of the **OTHER  
PART.**

**OR**

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a  
company incorporated under the provisions of the Companies Act, [1956  
or 2013, as the case may be], having its registered office at  
\_\_\_\_\_, (PAN \_\_\_\_\_),  
represented by its authorized signatory, \_\_\_\_\_, duly  
authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred  
to as the "**Purchaser/s**" (which expression shall unless repugnant to the  
context or meaning thereof be deemed to mean and include its  
successors and permitted assigns) of the **OTHER PART.**

**OR**

\_\_\_\_\_ LLP, (CIN no. \_\_\_\_\_) a

Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns) of the **OTHER PART**

**OR**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its partner, \_\_\_\_\_, hereinafter referred to as the “**Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns) of the **OTHER PART**.

**OR**

Mr. \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Undivided Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators,

successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

The Promoter and Purchaser/s shall be collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

- A. The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (I of 1956) (hereinafter referred to as the “**Corporation**”) having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021, is a New Town Development Authority, under the provisions of sub-section 1 and 3A of section 113 of Maharashtra Regional & Town Planning Act, 1966 (hereinafter referred to as “**the said MRTP Act**”).
- B. By virtue of being the Development Authority, the Corporation has been empowered under section 118 of the said MRTP Act to dispose-off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said MRTP Act.
- C. Pursuant to the above, the Corporation, on 20<sup>th</sup> June, 2018 floated a public tender being Scheme No.: MM/04/2020-2021/ *inter alia* inviting public at large to bid for the purpose of grant of lease of a Residential cum Commercial Plot at Kharghar, Navi Mumbai being Plot bearing No. 01, Sector 27, Kharghar, Taluka Panvel Dist.

Raigad Navi Mumbai- 410210 admeasuring 2,129.59 sq. meters (herein referred to as “**the said Plot**”).

- D. Upon the aforesaid tender document being floated by the Corporation, the Promoter, alongwith other bidders bid for acquiring the leasehold rights with respect to the said Plot. After completion of the bidding process, the Promoter was declared as the highest bidder.
- E. Accordingly, on 25<sup>th</sup> March, 2021, the Corporation issued an Allotment Letter in favour of the Promoter *inter alia* allotting to the Promoter the leasehold rights with respect to the said Plot on the terms and conditions and for the lease premium as more particularly stated in the said Allotment Letter.
- F. As per the terms of the aforesaid Allotment Letter being Allotment Letter dated 25<sup>th</sup> March, 2021 bearing Reference No. 7493/1000595/1415, the Promoter has paid the entire lease premium alongwith delayed payment charges (**DPC**) as provided for in the said Allotment Letter dated 25<sup>th</sup> March, 2021.
- G. Thereafter, by an Agreement to Lease dated 15<sup>th</sup> September, 2021 (hereinafter referred to as “**the said Agreement to Lease**”) executed between the Corporation and the Promoter herein, the Corporation has granted the Promoter herein license to enter upon the said Plot which is more particularly described in the **FIRST SCHEDULE** hereunder written for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease and upon covenants mentioned therein for a period of 60 years with a right to develop the same as permissible under General

Development Control Regulations for New Bombay, 1975. The said Agreement to Lease is registered with the Sub-Registrar of Assurances vide document no. PANVEL5-11415-2021 and Receipt No. 12021 dated 16-09-2021.

- H. Upon execution of the said Agreement to Lease, the Corporation granted permission to the Promoter to enter upon the said Plot for the purpose of erecting buildings.
- I. The Promoter has the sole and exclusive right to sell the flats/shops in the buildings to be constructed on the said Plot and to enter into agreement/s with the prospective Purchaser/s and to receive the sale price in respect thereof.
- J. The Promoter has entrusted the architectural works to “**M/s Destination Architecture Interior Designs**” (hereinafter referred to as the “**Architect**”) to develop, design, to prepare layout and specifications for construction of the buildings on the said Plot.
- K. The Promoter has appointed a structural engineer, **M/s. Structural Concepts Designs Private Limited** (hereinafter referred to as “**the Structural Engineer**”) for the preparation of the structural designs and drawings of the buildings to be constructed on the said Plot and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the buildings to be constructed on the said Plot.
- L. City & Industrial Development Corporation of Maharashtra (hereinafter referred to as “**CIDCO**”), by its letter bearing No.

CIDCO/BP-17941/TPO(NM)/2021/9132 dated 17<sup>th</sup> February, 2022 issued the Commencement Certificate which is annexed hereto and marked as “**Annexure A**”, and further Amended Commencement Certificate by its letter bearing No.CIDCO/BP-17941/TPO(NM & K)/2021/10788 Dated 01<sup>st</sup> JUNE 2023 which is annexed hereto and marked as “**Annexure A-1**”, whereby it granted its permission to develop the said Plot and to construct buildings on the said Plot for residential cum commercial purpose subject to the terms and conditions as contained therein and thereby approved and sanctioned the plans in respect of the said project named “**NMS ONE 27**” consisting of 1 building and Commercial Shops/Offices on the ground floor (hereinafter referred to as “**the said Project**”).

- M. The Promoter has got the plans, designs and specifications for the said Project on the said Plot approved by CIDCO and other connected authorities and has obtained the Commencement Certificate in respect thereof.
- N. The said Plot is required to be developed and the said Project is required to be completed thereon within the stipulated period as per the plans and specifications approved by the Additional Town Planning Officer of the CIDCO.
- O. The Promoter is undertaking the said Project thereon as per the plans and specifications approved and the development permission granted by CIDCO including such addition, modification, revisions, alterations, therein if any, from time to time as may be approved by CIDCO.

- P. The Promoter has agreed to dispose of the Flats/Shops in the said Project on ownership basis to the prospective Purchaser/s.
- Q. The said Project being undertaken on the said Plot shall be known as **“NMS ONE 27”**.
- R. The title certificate issued by Adv. P.G.DANAVALE, Advocate for the Promoter, *inter alia* certifying the title of the Promoter to the said Plot on which the said Project is to be constructed is hereby annexed and marked as **“Annexure B”**.
- S. The Promoter is entitled and enjoined upon to undertake the said Project on the said Plot in accordance with the recitals stated hereinabove.
- T. The Promoter is in possession of the said Plot.
- U. The Promoter has proposed to construct on the said Plot, the said Project consisting of 1 building and Commercial Shops/Offices on the Ground Floor. The building mentioned herein have Ground Floor plus 6 Parking/podiums plus 17 Upper Floors (G+23 storey).
- V. The Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) with the Real Estate Regulatory Authority at Mumbai having Registration No. **P52000034056** dated **17-03-2022 and 30-06.2023**; the authenticated copy of the registration certificate is attached herein at **“Annexure C”** hereto.
- W. By virtue of the said Agreement to Lease, the Promoter has the sole and exclusive right to sell Flats/Shops in the said Project to be constructed by the Promoter on the said Plot and to enter into

Agreement/s for the Flat(s)/Shop(s) and to receive the sale consideration with respect thereof.

X. The Purchaser/s intends to purchase and the Promoter has offered for sale to the Purchaser/s, Flat/Shop bearing No. [●], admeasuring [●] sq. meters. Carpet area as per RERA, on the [●] floor in the said Project, "**NMS ONE 27**" alongwith [●] car parking (hereinafter referred to as "**the said Flat/Shop**") being constructed on the said Plot by the Promoter. In addition thereto, the Purchaser/s shall be entitled to use the additional area of balcony, terrace, and natural terrace aggregating to [●] sq. meters for his/her/its/their exclusive use.

Y. On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Plot and the plans, designs, permissions and specifications prepared by the Promoter's Architect and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.

Z. The Purchaser/s has/have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoter may change the said building plans from time to time and/or as may be required by CIDCO and/or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. A Layout Plan of the said plot is annexed hereto and marked as "**Annexure D**".

AA. The copy of the floor plans and specification of the said Flat/Shop agreed to be purchased by the Purchaser/s as sanctioned and

approved by CIDCO has been annexed hereto and marked as **“Annexure E”**. The said Flat/Shop is more particularly described in **SECOND SCHEDULE** hereunder written.

BB. The carpet area of the said Flat/Shop is [●] sq. meters and “carpet area” means the net usable floor area of the said Flat/Shop, excluding the area covered by the external walls, areas under the services shafts, exclusive balcony appurtenant to the said Flat/Shop for the exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Flat/Shop. In addition thereto, the Purchaser/s shall be entitled to use the additional area of balcony, terrace, and natural terrace aggregating to [●] sq. meters for his/her/its/their exclusive use.

CC. 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.

DD. Prior to the execution of these presents, the Purchaser/s has paid to the Promoter a sum of Rs [●] (Rupees [●] only) towards the said Flat/Shop agreed to be sold by the Promoter to the Purchaser/s being the part payment of the sale consideration of the said Flat/Shop agreed to be sold by the Promoter to the Purchaser/s as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

EE. Under Section 13 of the said Act, the Promoter is required to execute a written agreement for sale of the said Flat/Shop with the Purchaser/s being these presents and also to register the said agreement under the Registration Act, 1908.

FF. 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 Purchaser/s hereby agrees to purchase the said Flat/Shop for a total Consideration of Rs. [•] (Rupees [•] only).

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

1. The Promoter shall construct the said Project, **“NMS ONE 27”** consisting of 1 building. A building consists of Commercial Shops/Offices on the Ground Floor. The building mentioned herein above have Ground Floor plus 6 Parking/podiums plus 17 Upper Floors (G+23 storey) to be constructed on the said Plot in accordance with the plans, designs and specifications approved and sanctioned by the CIDCO along with internal and external amenities a list whereof is hereto annexed and marked as **“Annexure F”** and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary and/or beneficial or as may be required by the CIDCO. Provided that the Promoter shall have to obtain prior permission or consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Purchaser's Flat/Shop (as defined herein

below) except any alteration or addition as may be required by any Government Authorities or due to change in law. Needless to state that the Purchaser/s is/are bound by all orders, acts, rules and regulations passed by Governmental/Statutory authorities. Accordingly, incase the Promoter is bound to make any alterations, amendments or changes to the layout and/or the said Flat/Shop in compliance with such order/act/rules or regulation passed by any of the governmental or statutory authority, the Purchaser/s hereby consent/s that he/she/it/they will be bound by any such amendment, change or alteration carried out by the Promoter.

2. The Purchaser/s hereby agree/s that he/she/it/they has/have fully satisfied himself/herself/itself/themselves about the title of the Promoter to the said Plot and shall not raise any objection with respect to the same.

3. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Flat/Shop No. [●] on [●] floor, admeasuring [●] sq. metres RERA carpet area as shown in the floor plan hereto annexed and marked Annexure E alongwith [●] car parking and along with right to use common premises, terrace, passage, lifts in the said Project and other common utility areas in the said Project being constructed on the said Plot for a total consideration amount of Rs. [●] (Rupees [●]). In addition thereto, the Purchaser/s shall be entitled to use the additional area of balcony, terrace, and natural terrace aggregating to [●] sq. meters for his/her/its/their exclusive use.

4. Prior to the execution of this Agreement, the Purchaser/s has paid a sum of Rs. [●] (Rupees [●]) as booking amount adjustable towards the total consideration amount of the said Flat/Shop agreed to be sold by the Promoter to the Purchaser/s. The Purchaser/s shall pay to the Promoter the total consideration of Rs. [●] (Rupees [●]) as follows;

- i. Rs. [●] (Rupees [●] only), paid by Purchaser/s to the Promoter prior to the execution hereof (the payment and receipt whereof the Promoter doth hereby admits and acknowledges).
- ii. The balance consideration of Rs. [●] (Rupees [●] only) shall be paid as per the following schedule: -

Schedule of Payment	Percentage of Total Consideration
On Booking	9%
Within 15 days from the Booking or Agreement	16%
On Commencement of work	15%
On Completion of Plinth	10%
On Completion of 1 <sup>st</sup> slab	4%
On Completion of 3 <sup>rd</sup> slab	4%
On Completion of 5 <sup>th</sup> slab	3%
On Completion of 8 <sup>th</sup> slab	3%
On Completion of 12 <sup>th</sup> slab	2%
On Completion of 16 <sup>th</sup> slab	2%
On Completion of 20 <sup>th</sup> slab	2%

On Commencement of Brick Work	10%
On Commencement of Plaster Work	5%
On Commencement of Flooring Work	5%
On Commencement of Plumbing & Electric Work	5%
On Possession	5%
<b>Total</b>	<b>100%</b>

5. It is agreed that 20% of the consideration amount shall be treated as earnest money deposit.
6. It is agreed that the above payment schedule is proposed by the Promoter which the Purchaser/s is/are bound to follow. However, it is agreed that if the Purchaser/s is/are desirous of making payment of an amount which is more than that of the agreed payment schedule amount, he/she may do so and pay the amount in excess of the scheduled amount. In such an eventuality, the Promoter may consider to give rebate if they deem it fit.
7. It is mutually agreed between the Allottee/s and the Promoter that in the event of the Allottee/s committing any delay, default or demur in paying any three installments then and in that event, the Promoter shall give 15 days' notice to the Allottee/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Allottee/s fail/s to pay the entire outstanding amounts to the Promoter within the time prescribed, then the Promoter shall be entitled to terminate this Agreement for

Sale and all legal consequences as per the said Act and the Rules thereunder and as per what is stated herein shall follow.

8. The Promoter has further represented that as per the sanctioned Building plans, the CIDCO has sanctioned certain additional areas as permitted under UDCPR. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked **“Annexure G”**. The Promoter has paid necessary premium / charges to the CIDCO for getting the sanction of the said additional areas from the CIDCO. The aforesaid additional areas are merged to the said Flat/Shop. However, the Promoter has not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.
9. The consideration above excludes Taxes. Taxes includes Value Added Tax, Service Tax, Goods and Services Tax (GST), Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, local body tax or other taxes, duties, cesses, levies, charges, development charges which are leviable or become leviable by any Government/Statutory/ Local Authority/Corporation/ CIDCO under the provisions of the applicable/relevant law or any amendments thereto pertaining or relating to development and sale of the said Flat/Shop. Taxes shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the same.
10. The Purchaser/s is/are aware that the Purchaser/s has/have to make the applicable Tax Deduction at Source (TDS) at the time of

making the actual payment or credit of such sums to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961.

11. The Purchaser/s hereby agree/s to have confirmed the area of the said Flat/Shop as mentioned in this Agreement and hereafter shall not raise any objections with regards to the same. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Purchaser/s within forty-five days, from the date when the fact parties become aware that the area of the said Flat/Shop is lesser than the area mentioned herein. However, if there is any increase in the carpet area of the said Flat/Shop allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s and the same shall be paid by the Purchaser/s.

12. The Purchaser/s hereby agree/s with the Promoter, except to the extent consented by the Promoter in writing, that the Purchaser/s agrees that open space shall be kept open to sky, failing which, the Purchaser/s shall be liable for the consequences arising therefrom, and the Purchaser/s hereby further agree/s to indemnify and keep the Promoter indemnified of and against such liability and consequences thereof.

13. The Purchaser/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/it/they under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the

Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner whatsoever.

14. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat/Shop to the Purchaser/s, obtain from the concerned authority Occupancy Certificate/Part Occupancy Certificate in respect of the said Project.
15. Time is of the essence for the Promoter as well as the Purchaser/s. The Promoter shall endeavour to abide by the time schedule for completing the project and handing over the said Flat/Shop to the Purchaser/s and the common areas to the association of the purchasers after receiving the Occupancy Certificate. Similarly, the Purchaser/s shall make due and timely payment of the sale price as mentioned herein.
16. The Promoter hereby declares that the Floor Space Index ("**FSI**") available as on date in respect of the said Plot 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/ Unified Development Control and Promotion Regulations for Maharashtra state (UDCPR), which are applicable to the said Plot area of 2129.59 square meters. The Promoter has

disclosed the FSI of Built-up-area of 10287.10 square meters as on date proposed to be utilized by them on the said Plot as per the Amended Commencement Certificate and Purchaser/s has/have agreed to purchase the said Flat/Shop based on the proposed construction and sale of the said Flat/Shop to be constructed by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. This clause is of essence in this Agreement and only upon the Purchaser/s agreeing to the said conditions, the Promoter has agreed to sell the said Flat/Shop to the Purchaser/s. The Purchaser/s agree/s that if any additional or further FSI accrues on the said Plot or if there is any further development potential on the said Plot, the same will accrue to the Promoter and the Purchaser/s consent/s that the Promoter shall utilise the same for its benefit and in the manner as it may deem fit to the Promoter.

17. In addition to the above, the Promoter has informed the Purchaser/s that the Government has implemented the Unified Development Control and Promotion Regulations for Maharashtra state (**UDCPR**). The UDCPR shall have an implication on the development and available FSI on the said Plot. Pursuant to the UDCPR, in case there is further development potential on the said Plot, the Purchaser/s hereby unconditionally agree/s and consent/s that the Promoter shall utilise the said FSI available and undertake further construction on the said Plot for its benefit. The Purchaser/s is aware that the utilisation of this additional FSI or development potential on the said Plot may have an implication on the amenities to be provided by the Promoter and may also entail a change in the

layout of the said Project. The Purchaser/s hereby unconditionally grant/s his/her/it's/their consent/s to the above change in layout or change amenities to be provided by the Promoter.

18. The Promoter has represented to the Purchaser/s that the Promoter has created a mortgage/charge in respect of the said Plot against loans obtained from ADITYA BIRLA HOUSING FINANCE LIMITED and the original title deeds in respect of the said Plot are deposited with the said ADITYA BIRLA HOUSING FINANCE LIMITED. The Promoter has further represented to the Purchaser/s that the Promoter will have to obtain NOC from ADITYA BIRLA HOUSING FINANCE LIMITED for release of the said Flat/Shop proposed to be purchased by the Purchaser/s in terms hereof before registration of this Agreement.

19. The Purchaser/s agree/s with the Promoter that the Promoter shall give possession of the said Flat/Shop to the Purchaser/s on or before **31<sup>th</sup> December, 2027** subject to force majeure as provided herein.

20. If the Promoter fails to abide by the time schedule for completing the said Project and handing over the said Flat/Shop to the Purchaser/s on account of reasons not attributable to the Promoter, it is agreed that the Promoter shall get additional extended time to complete the said Project and handover possession of the said Flat/Shop to the Purchaser/s. The Purchaser/s herein gives his unconditional consent for the said extension.

21. The Purchaser/s further agree/s that the Promoter shall not be liable for any delay in delivery of the said Flat/Shop and shall be entitled to extension of time for giving delivery of the said Flat/Shop

on the stipulated date on account of any of the force majeure as mentioned below:

- i. war, civil commotion, earthquake and/or any other act of God fire, riot, strikes, natural calamity.
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii. any other cause of delay by any Government Authorities including CIDCO, which is beyond reasonable human control of the Promoter.
- iv. non-availability of steel, cement and other building materials, water or electric supply or water connection or electricity connection from the Corporation / Maharashtra State Electricity Board.
- v. non-payment /delayed payments of the amount by the purchasers on due-dates.
- vi. any suit, action, litigation, appeal, Writ Petition, dispute restraining the development of the said Plot.
- vii. any change in any law, notification and regulation relating to the development of the said Plot.
- viii. any delay that may be caused by CIDCO, the Corporation or any Planning Authority due to any matter relating to the new airport or matters relating to aviation department and all other related matters.

- ix. any delay on the part of Government, Semi Government, Revenue Authority or any other Authority in granting the necessary permission, sanction, NOC, consent, No Dues or any other permission/letter that may be required by the Promoter from time to time.
22. The Purchaser/s also hereby agree/s to pay to the Promoter, interest at the rate being State Bank of India highest Marginal Cost of Lending Rate plus two percent at the date of signing this Agreement or any other rate as determined by rules issued under the said Act on any or all the delayed payments which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter. Without prejudice to the right of Promoter to charge interest under this clause, on the Purchaser/s committing default in payment on due date of amount due and payable by the Purchaser/s to the Promoter as mentioned herein (including his/her proportionate share of taxes levied by concerned local authority and other outgoings, if any), the Promoter shall at their own discretion terminate this Agreement and shall be allowed to resell the said Flat/Shop to any third party. In the event the Promoter opts to terminate this Agreement then the Promoter shall be entitled to retain the Earnest Money Deposit amount mentioned hereinabove as and by way of penalty paid by the Purchaser/s before returning / refunding the amount to the Purchaser/s without being liable to pay any interest on such refunded amount. In addition to the abovementioned penalty, the Purchaser/s agree/s and undertake/s that incase upon reselling the said Flat/Shop the

Promoter receives a consideration amount lesser than the total consideration amount payable by the Purchaser/s for the said Flat/Shop under this Agreement, the Promoter is entitled to recover the loss occasioned to it on account of the cancellation/termination of this Agreement from the Purchaser/s.

23. It is also hereby agreed between the Parties that non-availability of loan from financial institution shall not be a condition for defaulting in making payment of the instalments or payment towards the consideration amount mentioned hereinabove or any other amount as payable under this Agreement provided that the power of the Promoter to terminate this Agreement shall not be exercised unless and until the Promoter has given to the Purchaser/s 10 (ten) days notice in writing (clearly indicating the specific breach of the Purchaser/s of the terms and conditions of this Agreement) of its intention to terminate this Agreement. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges and penalties payable under the terms and conditions of this Agreement and under the terms and conditions of the mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Flat/Shop. In case of such termination, the Stamp Duty, Registration charges and all taxes including but not limited to GST paid by the Purchaser/s shall not be refunded by the Promoter.

24. It is further agreed by the Parties hereto that part payment of any instalment shall be construed to be the default in the payment of the said instalment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any

objection against the Promoter or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoter shall be entitled to resell the said Flat/Shop to such third person / party, as the Promoter may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

25. The Purchaser/s agree/s that the Promoter shall have first lien and charge on the said Flat/Shop agreed to be purchased by the Purchaser/s in respect of any consideration amount mentioned herein or any other charges remains unpaid by the Purchaser/s under the terms and conditions of this Agreement.

26. The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Purchaser/s as per this Agreement, shall offer in writing the possession of the Flat/Shop to the Purchaser/s in terms of this Agreement for Sale to be taken within 15 (fifteen) days from the date of the written notice by the Promoter to the Purchaser/s intimating that the said Flat/Shop is ready for use and occupation. The Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or society/limited company/condominium or any such association of persons of purchasers, as the case may be from the date of the Occupancy Certificate/Part Occupancy Certificate.

27. In the event the Purchaser/s fail/s and/or neglect/s to take possession of the said Flat/Shop within 15 days from the date of the Possession Demand Letter, the Purchaser/s shall be liable to

pay upkeep charges to the Promoter at the mutually agreed rate of Rs. 5/- (Five) per square feet of the carpet area per month or part thereof from the expiry of the aforesaid period of 15 days till such time the Purchaser/s take/s possession of the said Flat/Shop. The amounts payable by the Purchaser/s pursuant to this clause shall be in addition to the Maintenance Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has/have taken possession of the said Flat/Shop on the expiry of 15 days from the date of the Possession Demand Letter and the Purchaser/s shall alone be responsible/liable in respect of any loss or damage that may be caused to the said Flat/Shop and after this date the Promoter shall not be responsible for the same after this date.

28. Upon receiving a written intimation from the Promoter, the Purchaser/s shall take possession of the said Flat/Shop 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 said Flat/Shop to the Purchaser/s. In case the Purchaser/s fail/s to take possession within the time provided herein, such Purchaser/s shall continue to be liable to pay maintenance charges and the aforesaid upkeep charges as applicable.

29. The Purchaser/s shall use the said Flat/Shop or any part thereof or permit the same to be used only for residential/commercial purpose as the case may be and for no other purpose.

30. The Purchaser/s understand/s and agree/s with the Promoter that he/she/it/they shall not have any right whatsoever as far as the

remaining Flat(s)/Shop(s) or any other common areas which shall be dealt with by the Promoter at its sole discretion.

31. The Purchaser/s along with other purchasers of Flats/Shops in the said Project shall join in forming and registering the society/limited company/condominium or any such association of purchasers and for this purpose shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society/limited company/condominium or any such association of persons and for becoming a member, including the byelaws of the proposed society/limited company/condominium or any such association of persons and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the society/limited company/condominium or any such association of persons of purchasers. No consent shall be required to be taken from the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the registrar of co-operative societies or the registrar of companies, as the case may be, or any other competent authority.

32. The Promoter shall convey its title in respect of the said Plot to the society/limited company/condominium or any such association of persons of the purchasers in the said Project within such period as the Promoter may deem fit, however such Assignment of Lease shall not be later than 3 (three) years from date of the Occupancy Certificate issued with respect to the said Project i.e. till such time

as the Occupation Certificate with respect to all the buildings is not received by the Promoter. The Purchaser/s hereby agree(s) that he has understood the provisions of this clause and hereby gives his unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till lease of the said Plot to the society/limited company/condominium or any such association of persons, the Purchaser/s shall continue to pay all the maintenance, outgoings as imposed by local authorities and / or concerned authorities and proportionate charges to the Promoter as the case may be from time to time and the same is subject to right of the Promoter to dispose of the remaining unsold Flats/Shops.

33. Within 15 (fifteen days) after notice in writing is given by the Promoter to the Purchaser/s that the said Flat/Shop is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat/Shop) of outgoings in respect of the said Plot and the building where the said Flat/Shop is situated namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and building/s from the date of Occupancy Certificate/ Part Occupancy Certificate. Until the society/limited company/condominium or any such association of persons is formed and the said structure of the building is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the

Promoter. The Purchaser/s further agrees that till the Purchaser's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution per month towards the outgoings as determined by the Promoter in advance initially for a period of two years. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a lease/assignment of lease of the structure of the building is executed in favour of the society/limited company/condominium or any such association of persons. On such lease/assignment of lease being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society/limited company/condominium or any such association of persons, as the case may be and the Purchaser/s shall thereafter be liable to pay his/her/its/their share of the outgoing directly to the society/limited company/condominium or any such association of persons.

34. The Purchaser/s shall on or before delivery of possession of the said Flat/Shop keep deposited with the Promoter, the propionate amount as may be determined by the Promoter: -

- i. Estimated amount for share money, application entrance fee of the society/limited company/condominium or any such association of persons.
- ii. Estimated amount for formation and registration of the society/limited company/condominium or any such association of persons.

- iii. Estimated amount towards proportionate share of taxes and other charges/levies in respect of the society/limited company/condominium or any such association of persons.
  - iv. Estimated amount towards provisional monthly contribution towards outgoings of society/limited company/condominium or any such association of persons for a period of two years in advance.
  - v. Estimated amount towards water, electric, and other utility and services connection charges.
  - vi. Estimated amount for electrical receiving and sub-station provided in the said Plot.
  - vii. It is agreed by the Purchaser/s that once the utilities are supplied at the said Flat/Shop, even if in the unforeseen circumstances that the separate meter could not be provided for the said utilities, then in such circumstances, the Purchaser/s shall be bound and liable to pay their proportionate share of utilisation of utilities in the said Flat/Shop. The Purchaser/s shall not be entitled to allege or claim that till the meter is not transferred in his/her/its/their name/s, he/she/it/they shall not pay for the same.
35. The Purchaser/s shall pay to the Promoter proportionate amount for meeting all legal costs, charges and expenses, including professional costs of the advocates of the Promoter in connection with formation of the said society/limited company/condominium or any such association of persons and for preparing its rules,

regulations and bye-laws and the cost of preparing and engrossing the lease or assignment of lease.

36. At the time of registration of lease of the said Plot, the Purchaser/s shall pay to the Promoter, his/her/its/their proportionate share of stamp duty and registration charges payable by the said society/limited company/condominium or any such association of persons on such lease any document or instrument of transfer in respect of the said Plot to be executed in favour of the society/limited company/condominium or any such association of persons.

37. The Promoter hereby represents and warrants to the Purchaser/s as follows:

i. The Promoter has clear and marketable title with respect to the said Plot as declared in the Title Certificate attached as Annexure B to this Agreement and has the requisite rights to carry out development upon the said Plot and also has actual physical and legal possession of the said Plot for development of the said Plot.

ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Plot and shall obtain requisite approvals from time to time to complete the development of the said Plot, whenever required to do so;

- iii. Except the mortgage in favour of ADITYA BIRLA HOUSING FINANCE LIMITED as mentioned hereinabove, there are no encumbrances upon the said Plot and the same is free of all encumbrances.
- iv. All approvals, licenses and permits issued / to be issued by the competent authorities with respect to the said Plot and said building are valid and subsisting and have been obtained / shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Plot, building and common areas.
- v. 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 Purchaser/s created herein, may prejudicially be affected.
- vi. The Promoter has not entered into any Agreement for Sale with any person or party with respect to the said Plot and the said Flat/Shop, which will, in any manner affect the rights of Purchaser/s under this Agreement.
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser/s in the manner contemplated in this Agreement.

- viii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Plot to the competent authorities.
38. The Purchaser/s with intention to bring all persons into whosoever's hands the said Flat/Shop may come, hereby covenant/s with the Promoter as follows:-
- i. To maintain the said Flat/Shop at the Purchaser's/s' own cost in good and tenantable repair and condition from the date that of possession of the said Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the said Flat/Shop is situated which may be against the rules, regulations or bye-laws, or change/alter or make addition in or to the building in which the said Flat/Shop is situated and the said Flat/Shop itself or any part thereof without the consent of the local authorities, if required. However, in case the Purchaser/s intends to make any change/alter or make addition in or to the said Flat/Shop as contemplated in this clause prior to the Agreement to Lease in favour of the Society/Company/condominium or any such association of persons has been executed, the Purchaser/s shall, in addition to the consent of the local authorities, if required be also required to take consent of the Promoter prior to making any of the changes/alterations as contemplated herein.

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

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

shall not in any manner be liable for any of the defaults committed by the Purchaser/s as mentioned hereinabove.

- iv. Not to demolish or cause to be demolished the said Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the said Flat/Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Flat/Shop without the prior written permission of the Promoter and/or the society/limited company/condominium or any such association of persons.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the said Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the

compound or any portion of the said Plot and the building in which the said Flat/Shop is situated.

- vii. Pay to the Promoter/society/limited company/condominium or any such association of persons within (15) fifteen days of demand by the Promoter/ society/limited company/condominium or any such association of persons, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat/Shop is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of user of the said Flat/Shop by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat/Shop until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the society/limited company/condominium or any such association of persons may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection

and maintenance of the said Project, the building where the said Flat/Shop is situated and the said Flat/Shop therein and for the observance and performance of the Rules, Regulations and Bye-laws with respect to the said Project for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/condominium or any such association of persons regarding the occupancy and use of the said Flat/Shop in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Even after the execution of a lease with the Society/limited Company /condominium or any such association of persons with respect to the said Plot on which the building in which the said Flat/Shop is situated is executed in favour of society/limited company/condominium or any such association of persons, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Plot or any part thereof to view and examine the state and condition thereof.

xii. Before carrying out the interior work in the said Flat/Shop, the Purchaser/s shall obtain a written consent from the Promoter and shall give full details of the nature of interior work to be carried out in the said Flat/Shop along with the

plans of the proposed interior works. The Purchaser/s shall deposit with the Promoter an interest free refundable security deposit of such amount as the Promoter may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Flat/Shop or to the said building where the said Flat/Shop is situated or to any of the open areas or other buildings in the said Project or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoter or is in contravention of the rules and regulations of the CIDCO or other concerned authorities, then the Promoter shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said Flat/Shop / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said Flat/Shop, upon the completion of all the interior works, the Promoter shall refund (without interest) the said security deposit to the Purchaser/s.

- xiii. The Purchaser/s is/are aware that the Promoter is required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes

made by the Purchaser/s, if there is any damage to any adjoining Flat/Shop or any Flat/Shop above or below the said Flat/Shop or abutting the said Flat/Shop or to any portion of the said Project, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such Flats/Shops or any part of the said Project as may be required under the Act and the Rules and the Promoter shall be absolved of the obligation and the responsibility under the Act and Rules.

xiv. Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser/s to his/ her/ Flat/Shop, if the CIDCO or any other Authority adopts any action either against the Promoter or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoter shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoter may be entitled under the Act and Rules.

xv. To carry out at their own cost, charges and expenses, all internal repairs to the said Flat/Shop & maintain the said Flat/Shop in the same condition, set and order in which it was delivered by the Promoter to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said Flat/Shop which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society/limited company/condominium or any such

association of persons nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said Flat/Shop is situated and shall also keep the sewers, drains, pipes of the said Flat/Shop or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said Flat/Shop is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said Flat/Shop without prior written, permission of the Promoter or the society/limited company/condominium or any such association of persons.

xvi. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, staircase, mid landings, etc.

xvii. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective Flat/Shop. All such transportation shall be done using the staircase only.

xviii. The Purchaser/s shall carry out the interior work only within the time as stipulated and prescribed by the Promoter.

xix. The Purchaser/s shall not install any Air Conditioner or any other installations in the place where it has not been provided for. By no means shall the Purchaser/s carry out any interior work in the said Flat/Shop which affects the elevation of the said building and the colour scheme of the

same. The Purchaser/s shall also not install any grills/installations which will affect the symmetrical elevation of the building.

xx. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/railings in the designated places that are predetermined by the Promoter/that shall be approved by them. The Purchaser/s shall affix the external grill/railings of such common design as shall be finalized by the Promoter in the manner and as per the specifications given by the Promoter. Accordingly, the Promoter has informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said building, the Promoter/s at its sole discretion may not permit the Purchaser/s to install the railings/grill.

xxi. Similarly, the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/additional facility/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoter in the manner and at the location identified and approved by the Promoter.

xxii. The Lift facility in this Project shall be used as per rules of the Management Company/Co-operative society/limited company/condominium or any such association of persons which may be formed for the management of said Building/s/Complex. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoter. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/Co-operative society/limited company/condominium or any such association of persons which may be formed in future or Promoter shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.

xxiii. The Purchaser/s further undertake/s, assure/s and guarantee/s that he/she/it/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the said Project, buildings or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of

the windows or carry out any change in the exterior elevation or design. Further, the Purchaser/s shall not store any hazardous or combustible goods in the said Flat/Shop or place any heavy material in the common passages or staircase of the Building where the said Flat/Shop is situated. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the said Flat/Shop. The Purchaser/s shall plan and distribute his/her/its/their electrical load in conformity with the electrical systems installed by the Promoter and thereafter the society/limited company/condominium or any such association of persons shall manage and upkeep the same. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoter and through them with the Purchaser/s of the other Flats/Shops in the said Project that he/she/it/they at any time shall not demolish or caused to be demolished any structure in the said Project or any part or portions of the same nor will he/she/it/they at any time make or caused to be made any new construction of whatsoever nature on or in the said Project or any part thereof nor will make any additions or alterations in or to the said Flat/Shop or said building and balcony or gallery in the front without previous consent of the CIDCO / Concerned Authority or the Promoter or the said society/limited company/condominium or any such association of persons, as the case may be. The Purchaser/s from the date of possession will maintain the lift,

water pump, fire fighting equipment and other assets provided by the Promoter at their own cost and the Promoter will not be held responsible and liable for the same in any manner whatsoever.

xxiv. The Purchaser/s of the said Flat/Shop will not transfer or assign interest or benefit of this Agreement until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the Promoter's consent in writing to the same.

xxv. So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said society/limited company/condominium or any such association of persons shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoter, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said Flat/Shop or any part thereof.

xxvi. Not put or place flowerpots, Vases or any plantations outside the Windows /common lobby/passageway or on the grills attached to the windows/balconies.

39. The Promoter has informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Project (hereinafter called "**the said Display space**") and the same shall be utilized only for the purpose of the

advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s of such display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society/limited company/condominium or any such association of persons. The Purchaser/s of the Display space shall not contribute any other outgoings to the said society/limited company/condominium or any such association of persons. The Purchaser/s/Allottee/s herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said society/limited company/condominium or any such association of persons. The Purchaser/s/ society/limited company/condominium or any such association of persons will honor the agreement/understanding between the Promoter and holder of Display space. The Promoter can display its Company name/Logo and put neon sign/hoarding/Display at the suitable place of the said Building and the Purchaser/s/ society/limited company/condominium or any such association of persons will not object it, without being liable to pay any compensation, consideration to the society/limited company/condominium or any such association of persons or its members. The Purchaser/s/ society/limited company/condominium or any such association of persons shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to the concerned Authority. The Promoter/its sister concern will not contribute any other outgoings to the society/limited company/condominium or any such association of persons. The Promoter/its agents shall be allowed to

enter into the said Plot at all reasonable time for the maintenance of the said sign/hoarding/display put at the suitable place of the said Building.

40. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society/limited company/condominium or any such association of persons or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
41. The Promoter may become a member of the Society/limited Company/condominium or any such association of persons to the extent of all unsold and/or un allotted Flats/Shops, areas and spaces in the said Project.
42. All unsold and/or un allotted Flats/Shops, areas and spaces in the said Project including without limitation, other spaces anywhere in the Project shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un allotted Flats/Shops and shall be entitled to enter upon the said Plot and the said Project to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
43. The Promoter shall without any reference to the Purchaser/s, Society/limited company/condominium or any such association of persons, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un

allotted Flats/Shops and spaces therein, as it deems fit. The Promoter shall not be required to obtain any No Objection from the Purchaser/s, Society/limited company/condominium or any such association of persons for the same. The Promoter shall be entitled to enter in separate agreements with the Purchasers of different Flats/Shops in the said Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Purchasers as member/s of the Society/limited Company/condominium or any such association of persons. The Purchaser/s and / or the Society/limited Company /condominium or any such association of persons shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, with respect to the unsold Flats/Shops, the Promoter shall not be liable to pay / contribute any amount on account of any charges / fund/ transfer charges *inter alia* including but not limited to the contribution payable to the Promoter /society /limited company/condominium or any such association of persons towards the monthly maintenance and other outgoings towards the upkeep of the said Project provided for under the bye-laws, rules and regulations or resolutions of the Society/limited Company/condominium or any such association of persons.

44. The Promoter shall be entitled to allot car parking spaces to the Purchasers in the said Project on the basis of availability and at the sole discretion of the Promoter. The said allotment shall be binding upon the Society/limited Company/condominium or any such association of persons of the Purchasers of the Flats/Shops in the

said Project including the Purchaser/s of the said Flat/Shop. Such car parking will be entitled to be use for parking of vehicle only and no other use shall be permitted of such space in any manner.

45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of other Flats/Shops or of the said Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, will remain the property of the Promoter until the said Plot is transferred to the society/limited Company/condominium or any such association of persons as hereinbefore mentioned.

46. After the Promoter executes this Agreement they shall not mortgage or create a charge on the said Flat/Shop.

47. If the Purchaser/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt of notice by the Purchaser/s and/or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to forfeit the Earnest Money Deposit of the Purchaser/s for purchase of the said Flat/Shop.

48. 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 Plot/building/Project/Flat/Shop, as the case may be.

49. This Agreement may only be amended through written consent of the Parties. 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 said Plot shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Flat/Shop, in case of a transfer, as the said obligations go along with the said Flat/Shop for all intents and purposes.
50. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the rules and/or regulations made thereunder or under any 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 the said Act or the rules and/or 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.
51. Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchasers in the said Project, the same shall be in proportion to the carpet area of the said Flat/Shop to the total carpet area of all the Flats/Shops in the said Project.

52. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
53. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar.
54. The Purchaser/s and/or Promoter shall present this Agreement as well as the Assignment of Lease at the proper registration office and the Purchaser/s and Promoter will attend such office and admit execution thereof.
55. All notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by registered post A.D or under certificate of posting at their respective addresses specified below:

Promoter:

**M/s NMS ENTERPRISES**

Office No. 1105, NMS Titanium, Plot No-74, Sector-15, CBD  
Belapur, Navi Mumbai 400614.

Purchaser/s:

[•]

56. It shall be the duty of the Purchaser/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 received by the Promoter or the Purchaser/s, as the case may be.
57. That in case there are joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Purchasers.
58. The charges towards stamp duty and registration of this Agreement shall be borne by the Purchaser/s.
59. Any dispute between Parties shall be settled amicably. In case of failure to settled the dispute amicably, it shall be referred to the Authority as per the provisions of the said Act, Rules and Regulations, thereunder.

## FIRST SCHEDULE

### Details of the said Plot

ALL THAT piece or parcel of land known as **Plot No. 01, Sector – 27** at Kharghar, Tal. Panvel, Dist. Raigad, Navi Mumbai -400706 admeasuring 2129.59 Square meters or thereabouts and bounded as follows that is to say:

On or towards the North by	-	Drain
On or towards the South by	-	40 Meters Wide Road
On or towards the East by	-	45 Meters Wide Road
On or towards the West by	-	Plot No - 1A

And delineated on the plan annexed hereto and shown there on by a red color boundary line

## SECOND SCHEDULE

### Details of the said Flat/Shop

**Flat No/Shop No. [●]** on the **[●] Floor**, admeasuring **[●]** Square meters (RERA Carpet Area) in the Building/Project Known as “**NMS ONE 27**” to be constructed on **Plot No. 01, Sector–27** at Kharghar, Tal. Panvel, Dist. Raigad, Navi Mumbai-400706 admeasuring 2129.59 Square meters or thereabouts and which is more particularly described in the First Schedule mentioned hereinabove. In addition thereto, the Purchaser/s shall be entitled to use the additional area of balcony, terrace, and natural terrace aggregating to **[●]** sq. meters for his/her/its/their exclusive use.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at [●] in the presence of attesting witness, signing as such on the day first hereinabove written.

**Signed, sealed and delivered** )

By the within named “**Promoter**” )

NMS ENTERPRISES )

Through its partner, )

Mr. [●] )

In the presence of )

\_\_\_\_\_ )

\_\_\_\_\_ )

**Signed, sealed and delivered** )

By the within named “**Purchaser/s**” )

In the presence of )

\_\_\_\_\_ )

\_\_\_\_\_ )

LIST OF ANNEXURES:

**“Annexure A” – Commencement Certificate**

\_\_\_\_\_

**“Annexure A-1” -- Amended Commencement Certificate**

\_\_\_\_\_

**“Annexure B” - Title Certificate**

\_\_\_\_\_

**“Annexure C” – RERA Certificate**

\_\_\_\_\_

**“Annexure D” – Layout Plan**

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**“Annexure E” – Floor Plan**

\_\_\_\_\_

**“Annexure F” – List of Amenities**

\_\_\_\_\_

**“Annexure G” – Architect Certificate**

\_\_\_\_\_

## RECEIPT

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S,  
MR./MRS/M/S [•], A SUM OF RS. [•]/- (RUPEES  
\_\_\_\_\_ ONLY) BEING THE AMOUNT  
RECIEVABLE UPON EXECUTION OF THIS AGREEMENT TOWARDS  
THE WITHIN MENTIONED CONSIDERATION TO HAVE BEEN PAID BY  
THEM TO US.

WE SAY RECEIVED.

FOR M/S NMS ENTERPRISES

MR. \_\_\_\_\_

AUTHORISED PARTNER/S.