

**AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Seventeen (2017)

**BETWEEN**

**SHREE NAMAN DEVELOPERS PRIVATE LIMITED (CIN No. U70101MH1993PTC074751)**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai 400 004, 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 successors and assigns) of the **FIRST PART**;

**AND**

**M/S. PREMIER TEXTILE PROCESSORS**, a registered partnership firm through its Partners, (1) Ashit Gordhanbhai Patel and (2) Purnima Ashit Patel carrying on partnership business from Military Lane, Marol, Andheri (East), Mumbai 400 059, hereinafter referred to as "**the Co-Promoter/ Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last surviving partner, his/her/their assigns) of the **Second PART**;

**The Promoter and Co-Promoter/ Confirming Party are hereinafter jointly referred to as "the Promoters".**

**AND**

\_\_\_\_\_, having his/her/their address 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 in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**:

The Promoters and the Purchaser/s are hereinafter collectively being referred to as "the Parties" and individually as "the Party", as the context may require.

**W H E R E A S:**

- A. The Co-Promoter/Confirming Party viz. M/s. Premier Textile Processors, a registered partnership firm is the Owner of all those pieces or parcels of lands or ground situate lying and being at Village Marol in the Greater Mumbai, Mumbai Suburban District, Taluka South Salsette, Registration Sub-District Bandra, District Mumbai Suburban, bearing Survey Nos. 18/11, 19/4(pt), 32/4, 25/10, 32/5(pt) and 18/9(pt) and bearing CTS Nos. 304, 305, 317 and 322 admeasuring in aggregate 8959.50 sq. mtrs. (as per P. R. Card) (hereinafter referred to as "**the said Entire Land**")

together with the erstwhile factory building along with ancillary structures on the said Entire Land (since demolished) (hereinafter referred to as "**the said Structures**") and situate at Military Road, Andheri (East), Mumbai and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated on the **PLAN** thereof hereto annexed and marked as **ANNEXURE "A"** and thereon shown surrounded by Thick Black boundary line

- B. The Co-Promoter/ Confirming Party are shown as the holders of the said Entire Land bearing CTS Nos. 304, 305, 317 and 322 of Village Marol, Andheri Division in the Property Register Cards comprising of the portion under Road Set back, D.P. Reservation for Garden. The Net plot Area deducting the portion under reservation for development is 6694.09 sq. mtrs. (hereinafter referred to as "**the Subject Land**") and more particularly described in the **SECOND SCHEDULE** hereunder written;
- C. By and under a Development Agreement dated 27<sup>th</sup> December, 2010 duly registered with the Office of the Sub-Registrar of Assurances at Andheri No.3 in Mumbai under Serial No. BDR 9/3651/2011 on 21<sup>st</sup> April, 2011 read with the Supplementary Agreement dated 21<sup>st</sup> July, 2017 (hereinafter referred to as "**the said Development Agreements**") and executed by and between the Co-Promoter/Confirming Party (therein referred to as "the Owners") of the One Part and the Promoter herein (therein referred to as "the Developer") of the Other Part, the Co-Promoter/Confirming Party have irrevocably appointed, granted, entrusted and empowered the Promoter herein right to develop the said Entire Land by demolishing the said Structures then standing thereon and constructing building/s on the said Entire Land by utilizing and consuming FSI including FSI by way of TDR and additional FSI and other benefits to the utmost extent permissible in law and as may be feasible in respect of the said Entire Land

or any portion thereof in accordance with the plans and specifications which may be sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM") from time to time and subject to the rules, regulations and bye laws of the MCGM, Development Control Regulations of Greater Bombay, 1991 and all other concerned statutory bodies and local authorities for the consideration and upon the terms and conditions more particularly setout therein;

- D. In pursuance of the said Development Agreement the Co-Promoter/Confirming Party has executed Irrevocable Power of Attorney dated 27<sup>th</sup> December, 2010 duly registered with the Office of the Sub-Registrar of Assurances, Andheri No.3 in Mumbai under Serial No.BDR9/3652/2011. In pursuance of the said Supplementary Agreement dated 21<sup>st</sup> July 2017, the Co-Promoter / Confirming Party also executed Irrevocable Power of Attorney dated 21<sup>st</sup> July 2017 (said two Power of Attorneys hereinafter referred to as "the said Power of Attorney") in favour of Jayesh Shah/Alpesh Gandhi and the Promoter through its Directors /Officers/Authorized Signatories duly authorized by Resolution of its Board of Directors [the Attorneys] and thereby conferred upon the Attorneys powers and authorities to do all acts, matters, deeds and things more particularly mentioned therein for the purpose of development of the said Entire Land and for sale of and dealing with the premises.
- E. In pursuance of the said Development Agreements read with Supplementary Agreement and the said Power of Attorney, the Promoters shall be entitled to construct and allot, sell, transfer, retransfer, cancel, surrender, give on lease or grant on leave & license basis or give on tenancy and to enter into agreements for sale or otherwise deal with in any manner whatsoever (including handing over possession) of entire constructed areas comprising of flats/units/premises and other spaces in the proposed new building/s on the said Entire Land along with the agreed amenities and facilities as

more particularly setout herein to persons of their choice on 'Ownership' basis and recover, realize and appropriate the sale proceeds, consideration or monies arising therefrom for their absolute use and benefit in the manner and upon the terms and conditions as mentioned in the said Agreements and the Co-Promoter/Confirming Party shall be necessary confirming party to such agreements for sale or any other documents.

- F. Promoters have proposed in the Plan (Proposed plan) construction of one building consisting of 6 wings i.e. Wing "A" to Wing "F", comprising of upto 3 level basement, stilts on ground floor, upto 3 podiums and upto 17 slabs/ upper floors, Recreation Ground (RG) and other amenities in the Building to be known as "Naman Premier" on the Subject Land ("the said Building"). The Promoter may be entitled to and will retain or handover D. P. Reservations in future on sanction of D. C. Regulations and Development plans for K – East ward i.e. Development Control Regulation 2034 (D. C. – 2034) and construct on the said portion utilizing its full development potential. The Promoter may be entitled to change or convert the podiums into habitable floor as may be sanctioned by the competent authority and the Purchaser/s hereby consents to and shall have no objection for the same.
- G. The principal and material aspects of the development of the Subject Land, are briefly stated below-
- (i) The Municipal Corporation of Greater Mumbai (MCGM) had sanctioned the Plan (Sanctioned Plan) for construction of the Building known as "Naman Premier" consisting of 6 Wings each having 3 level basement, stilts on ground floor, and four (4) upper floors in Wings A, C to F and 3 level basement, stilts on ground floor, five (5) upper floors in Wing B comprising of residential premises to be constructed

on the said Subject Land by utilizing available FSI as per the terms and conditions stipulated in I.O.D. bearing No. CHE/WS/0442/K/337(NEW) dated 31<sup>st</sup> May, 2016 and pursuant thereto the said Structures then standing on the said Subject Land were demolished and the Promoters have received Commencement Certificate bearing No. CHE/WS/0442/K/337(NEW) dated 27<sup>th</sup> June, 2016 from the MCGM; Thereafter the Promoter received the revised IOD bearing No. CHE/ WS/0442/K/337(NEW) dated 10<sup>th</sup> November 2017 comprising of 3 level basement, stilts on ground floor, and 3 podiums for Parking in all “A” to “F” Wing and First (1) to Eight (8) upper habitable floors in Wing “A” and “B”, and First (1) to Five (5) upper habitable floor in Wing “D”.

The construction of the said Building known as Naman Premier has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“Authority”), under the provisions of **Section 5** of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”) vide Registration No. P51800008002;

- (ii) The Present approval/sanctions are as per the existing Development Control Regulation Act, 1991 and thereunder a portion of the entire land is affected by D. P. Reservation for road set back and R G. On sanction of D.C. 2034 which may delete the existing D. P. R G Reservations whereupon the Promoter will be entitled to consume FSI in respect of the area release from the said D. P. R. G. Reservation and seek revision of the sanctioned Plan and construct either

additional floors upon any one or more wings of the Building Naman Premier or separate one more building on the area released from D. P. Reservation as may be permissible under DC – 2034. It is agreed by the Purchaser that he/she/it/they shall not raise any objection for any such additional and further construction undertaken by the Promoter. That, the Promoter shall hand over to the Common Organization such portion of land of common areas and amenities as constructed under present D. C. Regulations, without affecting their right to additional and further construction of Entire Land.

- (iii) The Purchaser/s has perused the sanctioned Plan sanctioned by MCGM vide its letter No. CHE/WS /0442/K/337 (NEW) dated 31<sup>st</sup> May 2016 and revised sanctioned plan dated 10<sup>th</sup> November 2017 (Plans). The revised sanctioned Plan specifies the location of the said Building comprising of 6 wings to be built on the said Subject Land, and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The copy of the Sanctioned plan is annexed hereto and marked as **Annexure “E”** hereto]
- (iv) The said Building/ Wings shall comprise of units / premises consisting of residential premises;
- (v) At present total FSI of 6841.47 sq. mtrs. have been sanctioned for consumption in the construction and development of the said Subject Land. The Promoters proposes to eventually consume a further FSI of 17131.54 sq. meters aggregating to total FSI of 23973.01 sq. mtrs. in the construction and development of the said Subject Land ;
- (vi) The proposed common areas, facilities and amenities in the said Building that may be usable by the Purchaser/s and are listed in the **FOURTH SCHEDULE**

- (vii) The Promoters shall be entitled to put hoardings / boards of its brand name viz. "**Naman Premier**", in the form of neon signs, MS letters, vinyl and sun boards on the said Entire Land and on the façade, terrace, compound wall or other parts of the said Entire Land. The Promoters shall also be entitled to place, select and decide the hoarding / board sites; A permanent illuminated signage /hoarding stating "**Project developed by Shree Naman Developers Pvt. Ltd.**" or other similar words for signifying and indicating to the public at large that the said Building is constructed/developed by the Promoters will remain displayed at a prominent place on the Building or the said Entire Land and access shall be made available to the Promoters and its authorized representatives, as and when required by the Promoters in order to maintain, repair and replace the signage at the costs of the Promoters;
- (viii) The details of the formation of the Common Organization and conferment of title upon the Common Organization with respect to the said Project, are more particularly specified in Clause 15 below;
- (ix) A copy of the Intimation of Disapproval No. CHE/WS/0442/K/337(NEW) dated 31<sup>st</sup> May, 2016 and revised Intimation of Disapproval No. CHE /WS/0442 / K/337(NEW) dated 10<sup>th</sup> November 2017 and Commencement Certificate No. CHE/WS/0442/K /337(NEW) dated 27<sup>th</sup> June, 2016 issued by the MCGM are annexed hereto and marked as **ANNEXURE “B”, “B1” and “C”** respectively;
- (x) The Promoters along with Co-Promoters would be entitled to amalgamate any contiguous land parcel with the development of the said Entire Land, as provided under the Proviso to Rule 4(4) of the RERA Rules;
- (xi) The Promoters along with Co-Promoters are entitled

to amend, modify and/or substitute the Proposed Future and Further Development of the said Entire Land with contiguous property, in full or in part, as may be required by the applicable laws from time to time

- (xii) The Promoter shall be entitled to use the existing and future FSI as it may think fit and upon its sole discretion allocate the same to particular wing which may not be necessarily equal to the portion of the land.

The proposed construction and the future construction on the Entire Land and contiguous land are referred to as "**Proposed Development of the said Property**";

H. The Promoters have entered into a prescribed Agreement with the Architect, M/s. Access Architects registered with the Council of Architects and also appointed M/s. Thronton and Tomesetti as Structural Engineers for preparing structural designs and drawings and specifications of the said Building to be constructed on the said Subject Land and the Flat Purchaser/s accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Building unless otherwise changed;

I. On demand from the Purchaser/s, the Promoters have given inspection to the Purchaser/s and the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to all the documents of title relating to the said Subject Land, and the plans, designs and specifications prepared by the Promoters' Architects, M/s. Access Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

- (i) All the approvals and sanctions of all the relevant authorities for the development of the said Subject

- Land including the said building plans, floor plans, IODs the commencement certificates etc.
- (ii) All the documents of title relating to the said Entire Land all other documents mentioned in the recitals hereinabove.
  - (iii) IOD bearing No. CHE/WS/0442/K/337(NEW) dated 31<sup>st</sup> May, 2016 and revised IOD bearing No. CHE/WS/0442/K/337(NEW) dated 10<sup>th</sup> November 2017 for the said Building **(ANNEXURE “B” and “B1”);**
  - (iv) Commencement Certificate bearing No. CHE/WS/0442/K/337(NEW) dated 27<sup>th</sup> June, 2016 for construction upto top of basement i.e. 0.45 meters above ground level height as per approved plans dated 31<sup>st</sup> May, 2016 **(ANNEXURE “C”);**
  - (v) Property Register Cards **(ANNEXURE “D Colly”);**
  - (vi) Sanctioned Plan **(ANNEXURE “E”)**
  - (vii) Title Certificate from M/s. Law Point, Advocates & Solicitors dated 3<sup>rd</sup> August, 2016 **(ANNEXURE “F”);**
  - (viii) Floor Plan **(ANNEXURE “G”);**
  - (ix) Car Parking Plan **(ANNEXURE “H”)**
  - (x) Environment Clearance from Ministry of Environment, Forests & Climate Change letter dated 23<sup>rd</sup> June 2015 bearing No. F. No. 21 -109/2014-IA-III **(ANNEXURE “I”).**

- J. While sanctioning the plans for the said Building the MCGM, local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Subject Land and the said Building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said Building shall be granted by the concerned local authority;

- K. The Promoter through their Architect sought concession by way of relaxation of certain DCR from MCGM under Regulation No. 64(b) of modified DCR 1991. MCGM approval was granted to the Promoter subject to the condition as mentioned therein.
- L. Relying upon the application, declaration and agreement herein contained and the Purchaser/s being fully satisfied in respect of the title of the Promoters in the said Subject Land and the right of the Promoters to develop the said Entire Land has/have approached the Promoters and applied for purchase of Flat /Unit/ Premises No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtr. carpet area on the \_\_\_\_\_ floor (along with the attached terrace, if applicable) in the \_\_\_\_\_ Wing of the said Building to be known as "**NAMAN PREMIER**", (hereinafter referred to as "**the said Premises**") to be constructed on the said Subject Land and the Promoters have agreed to sell to the Purchaser/s the said Premises at the price and on the terms and conditions hereinafter appearing.
- M. The Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said Development Agreements, plans, documents, orders, scheme/ including the rights and entitlements available to and reserved by the Promoters contained in these presents;
- N. This Agreement is entered into by the Purchaser/s after seeking legal advice on the various clauses and the rights retained by the Promoters and the rights of the Promoters as provided in the said Development Agreements;
- O. Under Section 4 of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 13(i) of the Real Estate (Regulation and Development) Act 2016

(hereinafter referred to as "RERA") the Promoters are required to execute a written Agreement for Sale of the flats /units/premises to the Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908;

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED 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 of this Agreement and shall be read accordingly. The headings given in the operative section of this Agreement are only for convenience.
2. The Promoters have commenced construction of 3 level basement in all Wings i.e. "A" to "E" except Wing "F" of the buildings comprising of flats/units/premises to be known as "**Naman Premier**" on the said Subject Land more particularly described in the **SECOND SCHEDULE** hereunder written in accordance with revised IOD and the Promoters proposes to construct further construction after C.C. is issued after sanction from MCGM with such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authorities or Government to be made in it or any of it which have been seen and approved by the Purchaser/s. It is hereby declared by the Promoters that at present plans for construction on the said Subject Land are sanctioned and I.O.D. dated 31<sup>st</sup> May, 2016 and C.C. dated 27<sup>th</sup> June, 2016 is issued and revised I.O.D. dated 10<sup>th</sup> November 2017 comprising of 3 level basement, stilts on ground floor, and 3 podiums for Parking in all "A" to "F" Wing and First (1) to Eight (8) upper habitable floors in Wing "A" and "B", and First (1) to Five (5) upper habitable floor in Wing "D" is issued, for utilization of available FSI and that the Promoters are proposing to submit revised plans for

approval to the MCGM for utilizing TDR FSI and Fungible FSI of the Entire Land from time to time. The Revised Building Plans are inspected and approved by the Purchaser/s. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of MCGM provided that the location/position and the area of the said flats/ units / premises as defined hereunder agreed to be purchased by the Purchaser/s shall remain unchanged.

**PROVIDED THAT** the Promoters will obtain the prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the Premises of the Purchaser/s, except, any alteration or addition required by any Government Authorities, or due to any change in law.

### 3. **Purchase of the Premises and Sale Consideration:**

- (i) The Purchaser/s hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agree to sell to the Purchaser/s, the Premises No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area on the \_\_\_\_\_ floor in the \_\_\_\_\_ Wing, in the said Building "**NAMAN PREMIER**", i.e., the said Premises, as more particularly described in the **THIRD SCHEDULE** and as shown hatched with red colour in the floor plan annexed and marked **Annexure "G"** hereto, at and for the consideration of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- (ii) There are certain common areas and facilities in the said Building; (hereinafter referred to as "**the Ancillary Area**") the usage of the same shall be in common with the other Flat Purchaser/s / occupants/users. Details of proposed Common Areas and Facilities are set out in the **FOURTH SCHEDULE**

hereunder written.

- (iii) As an amenity provided along with the said Premises, the Promoters have earmarked for the exclusive use of the Purchaser/s, \_\_\_\_\_ car parking space in Basement/ Stilt/ podium in the said Building known as "**NAMAN PERMIER**" (hereinafter referred to as "**said Car Parking/s**"). The said Car Parking/s is/are provided as an irrevocable amenity. However the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the said Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Organisation. Further, the Purchaser/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoters.
- (iv) The Purchaser/s has paid, before execution of this Agreement, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as advance payment and hereby agrees to pay to the Promoters the balance amount of Sale Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the following manner:

<b>Sr.No</b>	<b>Payment Schedule</b>	<b>%age</b>
1	Booking Amount	
2	Payment within 30 days from the Date Of Booking	20%
3	Payable on Initiation of 1st Basement	5%
4	Payable on Initiation of 2nd Basement	5%
5	Payable on Initiation of 3rd Basement	5%
6	Payable on Initiation of Ground Slab	5%
7	Payable on Initiation of 1st Habitable Slab	5%
8	Payable on Initiation of 3rd Habitable Slab	5%
9	Payable on Initiation of 5th Habitable Slab	5%
10	Payable on Initiation of 7th Habitable Slab	5%
11	Payable on Initiation of 9th Habitable Slab	5%
12	Payable on Initiation of 13th Habitable Slab	5%
13	Payable on Initiation of Terrace Slab	5%

14	Payable on Initiation of Brick Work	5%
15	Payable on Initiation of External Plaster	5%
16	Payable on Initiation of External Paint	5%
17	Payable on Initiation of Internal Plaster	5%
18	Payable on Intimation of Possession with OC	5%
	<b>Total</b>	<b>100%</b>

(v) The Purchaser/s or the Financial Institution as the case may be shall deduct 1% (being the present prevailing rate) of the consideration at the time of it's payment paid as Income Tax to be Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) to the Promoters in the prescribed Form 16B, within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Purchaser/s /financial institution within a period of 30 (thirty) days from the said error being brought to the Purchaser/s/financial institution's notice. The Credit for the TDS amount deposited by the Purchaser/s/financial institution will be given to the Purchaser/s only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Purchaser/s failing to produce the Original TDS Certificates for all the payments made by the Purchaser/s, at the time of handing over of the said Premises, the Purchaser/s will be required to deposit with the Promoters such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoters to the Purchaser/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Purchaser/s. In case the Purchaser/s fails to handover the relevant TDS Certificate within the

stipulated period of one month, the Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Purchaser/s.

- (vi) It is clarified that the Sale Consideration shall be payable by the Purchaser/s to the Promoters in Bank Account No. 50200026254172 maintained with HDFC Bank, Fort Branch with IFSC Code HDFC0000060 ("**the said Account**"). The Purchaser shall issue separate cheque towards GST payment in favour of the Promoter which may be deposited in separate account maintained by the Promoter.
- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the development of the said Subject Land and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.
- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the

Competent Authority, Local Bodies and/or the Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoters shall enclose the said notification /order /rule /regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

- (ix) The Promoters shall send to the Purchaser/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or instalments of the purchase price from the Purchaser/s as and when the same falls due as stated hereinabove by issuing the Cheque/Pay Order/Demand Draft, in the name of the Promoters only i.e. in favour of "**Shree Naman Developers Private Limited**". Such instalments shall be payable by the Purchaser/s strictly within the period mentioned in such intimations/Demand Notes. The Purchaser/s hereby covenant/s with the Promoters that the Purchaser/s shall duly and punctually pay the amounts due and payable along with GST within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at mutually agreed percentage for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to a

Purchaser/s by the Promoters;

- (x) If the Purchaser/s in order to augment the resources in his/her/their hands and for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said premises then in such a case the Purchaser/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters shall issue the NOC to mortgage of the said Premises to the Purchaser/s in favour of the Lender. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, in the name of the Promoters only i.e. in favour of "**Shree Naman Developers Private Limited**" and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Purchaser/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed. It is clarified that irrespective of the fact whether the Purchaser/s has obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration /installment and/or interest payable by the Purchaser/s to the Promoters under these presents for any reason or cause whatsoever, the Purchaser/s alone shall personally be liable or responsible to pay

the amount of installment/s with interest (if so delayed in payment of the installment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay such amount/s so due and payable to the Promoters from his/her/their own resources. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser/s and/or his/her/their Banker/Financial Institution the Purchaser/s personally shall be liable to pay such amount of interest as otherwise the Promoters are entitled and empowered to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is further clarified that on the Promoters cancelling the allotment of the said Premises and termination of this Agreement, the Promoters after deducting liquidated damages as per Clause 9(v) herein below, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who have disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the Original of this Agreement duly cancelled and against execution and registration of deed of cancellation/re-conveyance of Mortgage Premises/ necessary writings/documents by the Purchaser/s and the balance, if any, of such refund shall be refunded to the Purchaser/s.

- (xi) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured for any reason

whatsoever, then the same shall be treated as default under Clause 9(iv) below and the Promoters may at its option be entitled to exercise the recourse available hereunder. Further, the Promoters may, at its sole discretion, without prejudice to its other rights, charge dishonour charges of Rs.5,000/- (Rupees Five Thousand only) for dishonour of payment instruction upon first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the rate of interest at Interest Rate for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

- (xii) The Promoters shall confirm subject to variation cap of 3% of the carpet area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the Occupation Certificate for the same is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area. The total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated upon confirmation by the Promoters. In the event if there is any variation in carpet area, within the defined limit then only recourse available will be a pro-rata adjustment in the installment/s of the total consideration payable/paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in this agreement.
- (xiii) The Purchaser/s are aware that as per present statute, GST is levied / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such GST. The Purchaser/s

hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of GST by the Purchaser/s to the Promoters, the Purchaser/s shall be liable to pay an interest as per Clause-5 below on all delayed payments from the due date till the date of payment thereof. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST along with interest applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation or new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

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

4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Purchaser/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. Time is of the essence for the Promoters as well as the Purchaser/s. The Promoters shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the said Building that may be usable by the Purchaser/s which are listed in the **-FOURTH SCHEDULE** hereunder written.

Similarly, the Purchaser/s shall make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be liable to pay interest as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**Interest Rate**”) with monthly rests, on all the amounts which become due and payable by the Purchaser/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses

thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Purchaser/s from time to time or on completion of the said Project/said Premises, and the Purchaser/s has agreed to pay the same as and when demanded before the possession of the said Premises.

**6. FSI, TDR and development potentiality with respect to the Proposed Development of the said Entire Land:**

- (i) The Purchaser/s hereby agrees, accepts and confirms that the Promoters propose to develop the said Building on the said Subject Land (by utilization of the full development potential) in the manner more particularly detailed at Recital (F) above and as depicted in the plans, proforma as and specifications at **ANNEXURE “A”** hereto consisting the proposed plan and the proposed potential and the Purchaser/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard.
- (ii) The Promoters shall also be entitled to entire increased, additional, future and extra F.S.I. which may be available in respect of the said Entire Land on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Entire Land or otherwise, the same shall absolutely and exclusively belong to and be available to the Promoters for utilization and consumption on the said Entire Land which shall be developed as a proposed /separate phase in the manner as Promoters deems fit and

appropriate and the same shall not affect the existing development that is proposed on the said Subject Land and neither the Purchaser/s nor the Common Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (iii) The Promoters shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Entire Land whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a existing or future plan and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in sanctioned revised plan by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of said Entire Land including the said Entire Land or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters for utilization and consumption on the said Entire Land and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Entire Land and neither the Purchaser/s nor the Organization shall have or claim any rights, benefits or interest whatsoever including

for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (iv) Notwithstanding anything to the contrary contained herein, the Promoters shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the said Building and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoters in their sole and unfettered discretion and as may be permitted by law;

7. The Promoters may develop the lands adjacent to the said Entire Land in accordance with Rule 4(4). The Promoters shall also be entitled to/required to club/amalgamate the development of the said Entire Land (or part thereof) with the adjoining properties, whether as a common integrated layout with the said Entire Land (or part thereof) or otherwise, in a phase wise manner subject to necessary approvals / sanctions from the concerned authorities. For this purpose, the Promoters shall be entitled to/required to undertake the following as it may deem fit,-

7.1.1 Amalgamate schemes of development, land plates, lands, land composition and land mix,

7.1.2 Float FSI/TDR from the said Entire Land onto the Adjoining Land/Properties and from the Adjoining Land/Properties onto the said Entire Land and undertake consequent construction, development, sale, marketing and alienation,

7.1.3 Provide common access and entry and exit points to and from the said Entire Land (or part thereof) and the adjoining properties, which may be used in common by the occupants of units/premises constructed on the said Entire Land (or part thereof) and the adjoining properties.

#### **8. Compliance Of Laws Relating To Remittances:-**

- i. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii. The Promoters accepts no responsibility in this regard. The Purchaser/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the

Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser/s only.

#### **9. Possession Date, Delays and Termination:**

- (i) The Promoters shall give possession of the said Premises to the Purchaser/s on or before the 31<sup>st</sup> March, 2020 ("Possession Date"). Provided however, that the Promoters shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the said Building is delayed on account of any or all of the following factors /events (force majeure events):
  - (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earth Quake, Act of God or any calamity by nature affecting the regular development of the said Building. ;
  - (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;
  - (c) Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc.
  - (d) Any other circumstances beyond the control of the Promoters that may be deemed reasonable by the Authority.

(ii) If the Promoters fails to abide by the time schedule for completing the said Building and for handing over the said Premises to the Purchaser/s on the Possession Date (save and except for the reasons as stated in Clause 9 (i) above, then:

(a) The Purchaser/s shall be entitled to terminate this Agreement by giving 30 days written notice to the Promoters by courier / e-mail / registered post A.D. at the address provided by the Promoters (**"Purchaser/s Termination Notice"**). On the expiry of the said period of Purchaser/s Termination Notice given to the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Purchaser/s Termination Notice by the Promoters, the Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this Agreement with interest at interest rate to be computed from the date the Promoters receive such amount/part thereof till the date such amounts with the interest at the Interest Rate thereon are duly repaid provided a valid Deed of Cancellation of the said Premises is duly executed and registered by parties hereto to give effect to the above termination before making any refund. On such repayment of the amounts by the Promoters (as stated in this Clause), the Purchaser/s shall have no claim of any nature whatsoever against the Promoters and/or the said Premises and/or the car park/s and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoters shall be entitled to deal with and/or dispose of the said Premises and/or the car

park/s in the manner it deems fit and proper;

**OR**

- (b) If the Purchaser/s does not intend to withdraw from the purchase of the said Premises, then the Promoters shall pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Consideration paid by the Purchaser/s. The interest as prescribed under RERA shall be paid by the Promoters to the Purchaser/s till the date of offering to hand over the possession of the said Premises by the Promoters to the Purchaser/s;
- (iii) In case the Purchaser/s elects his remedy under Sub-Clause 9 (ii) (b) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under Sub-Clause (ii) (a) above.
- (iv) If the Purchaser/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Purchaser/s shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 9(iv) above, and any other rights and remedies available to the Promoters (a) on the Purchaser/s committing 3 (three) defaults of payment on the due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/ her /their /its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Purchaser/s committing 3(three) defaults of payment of the instalments of the Sale Consideration, the Promoters shall be entitled to, at its own option and

discretion, to terminate this Agreement. Provided that, the Promoters shall give a notice of 15 (fifteen) days in writing to the Purchaser/s (“**Default Notice**”), by courier / e-mail / registered post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s (“**Promoters Termination Notice**”), by courier / e-mail / registered post A.D. at the address provided by the Purchaser/s. On the receipt of the Promoters Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoters shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoters may deem fit without any reference or recourse to the Purchaser/s; and (ii) the Promoters shall be entitled to adjust and recover from the Purchaser/s (a) pre-determined and agreed liquidated damages equivalent to 5 % of the total consideration towards liquidated damages along with any losses that may accrue to the Promoters, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect

of the said Premises upto the date of Promoters Termination Notice, (d) the amount of interest payable by the Purchaser/s in terms of this Agreement from the date of default in payment till the date of Promoters Termination Notice as aforesaid and refund the balance, if any, to the Purchaser/s. Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or the car park/s and that the dispatch of the said cheque towards refund from the Promoters to the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents irrespective of whether the Purchaser/s accept/s or encash/s the cheque or not, will tantamount to the Promoters having refunded amount due to the Purchaser/s/s and the Purchaser/s/s shall deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. Further, upon termination of this agreement, the Promoters shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoters Termination Notice, the Promoters shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Purchaser/s simultaneously, with the Promoters and the Purchaser/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Purchaser/s entirely.

10. The proposed common areas, facilities and amenities in the

said Building that may be usable by the Purchaser/s are listed in the **FOURTH SCHEDULE** hereunder written. The internal amenities, fittings and fixtures in the said Premises that shall be provided by the Promoters are listed in the **FIFTH SCHEDULE** hereunder written. The Promoters may charge the Purchaser/s separately for any up-gradation/ changes specifically requested or approved by the Purchaser/s in fittings, fixtures and specifications requested or approved by the Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Purchaser/s's request or approval but which have not been agreed upon herein.

#### 11. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Purchaser/s of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Premises to the Purchaser/s in writing ("Possession Notice"). The Purchaser/s agrees to pay the maintenance charges as determined by the Promoters or the Common Organization, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 (seven) days of receiving the Occupation Certificate of the said Building..
- (ii) The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoters as per Clause (i) above, the Purchaser/s shall take possession of the said Premises from the Promoters by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters

shall give possession of the said Premises to the Purchaser/s. Irrespective of whether the Purchaser/s takes or fails to take possession of the said Premises within the time provided in Clause (ii) above, such Purchaser/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoters.

- (iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Purchaser/s shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the said Building and the said Subject Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other 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 Building and/or the said Property. Until the Common Organization is formed and the Transfer is duly executed and registered, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at their sole discretion. The Purchaser/s further agrees that till the Purchaser/s's share is so determined by the Promoters, at their sole discretion, the Purchaser/s shall pay to the Promoters a provisional monthly contribution of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters until the Transfer Document is duly executed and registered in favor of Common Organization. On the

execution of the Transfer Document, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoters to the Common Organization.

- (v) Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Purchaser/s of the said Premises and if for whatsoever reasons respective Recovering Authority got recovered the same from the Promoters in such circumstances the Promoters herein shall be entitled to recover the same from the Purchaser/s along with interests and Purchaser/s herein shall pay the same to the Promoters within stipulated period as may be informed by the Promoters to the Purchaser/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Premises being first encumbrance of the Promoters. The Purchaser/s hereinwith due diligence has accepted aforesaid condition.
- (vi) The Purchaser/s has given his specific confirmation herein that the responsibility of title of the said Land be on the Promoters upto and until the conveyance of the said Building and the assignment of the said Subject Land thereunder.

## 12. **Defect Liability:**

- (i) If within a period of five years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the Premises or the wing in which the Premises is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s to

- received from the Promoter, compensation for such defect in the manner as provided under the RERA Act;
- (ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Premises of wing and in specific the structure of the said unit/wing/ of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability shall automatically become inoperative. The word 'defect' here means only the workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of Premises by the Occupants, vagaries of nature etc.
- (iii) It shall be the responsibility of the Purchaser/s to maintain his unit in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further where the manufacturer warranty as shown by the Promoters to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building / /wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s, and the Promoters shall not be responsible for any defects occurring due to the same.
- (v) That the said Subject Land as a whole has been conceived, designed and constructed based on the commitments and warranties given by the

vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common amenities wherever applicable.

- (vi) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of Residence only. The Purchaser/s shall use the parking space/s only for the purpose of parking vehicle/s.

14. **Common Areas /Restricted Common Areas including Terrace**

- 14.1 The Promoter has informed the Purchaser that it may earmark certain spaces on the terrace of the Building for exclusive use by such purchasers of certain premises in the Building (as limited common areas and amenities) and the

Purchaser agrees to not raise objection or dispute the same.

14.2 the right of Purchasers of premises in the Building to the terrace shall be subject to the Promoters right to construct additional floors in terms of Cl. G (ii) mention herein and ultimate right therein of the Association.

**15. Formation of the Common Organization :**

- (i) Since one building with several distinct wings are proposed to be constructed on the said - Subject Land, the Promoters may in its sole discretion may only for the sake of convenience of management of each individual wing, decide to form a separate body/legal entity of Purchaser/s (which may either be a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or an Association or permitted legal entity as the Promoters may consider fit and proper) in respect of each wing constructed on the said Subject Land (hereinafter referred to as "the said Common Organization") as may be permissible under the laws for the time being in force and the Purchaser/s shall, along with other Purchaser/s of premises/units in the Building, join in informing and registering the Common Organization.
- (ii) For this purpose, the Purchaser/s shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Common Organization and for becoming a member thereof, including the bye-laws of the Common Organization and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Promoters to register the Common Organization. No objection shall be taken by the Purchaser/s if any changes or

modifications are made in the draft/final bye-laws of the Common Organization, as may be required by the Competent Authority.

- (iii) The name of the Common Organization shall be solely decided by the Promoters.
- (iv) The Common Organization shall admit all Purchaser/s of flats and premises in the said Building as members, in accordance with its bye-laws.
- (v) The Promoters shall, even after formation of the said Common Organization be entitled to deal and dispose off such unsold units/tenements/commercial premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoters may deem fit and proper.
- (vi) The Promoters shall be entitled, but not obliged to, join as a member of the Common Organization in respect of the unsold premises in the said Building, if any.
- (vii) Post the execution of the Transfer Document in favor of the Common Organization, the Common Organization shall be responsible for the operation and management and/or supervision of the said Building and common amenities, and the Purchaser/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Common Organization, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Common Organization and their

respective members/intended members including the Purchaser/s, as the case may be, and the Promoters shall not be liable towards the same.

- (ix) Till the entire development of the said Entire Land (including adjoining Lands) to its full development potential has been completed in all respects, the Purchaser/s or the Common Origination shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard and the Purchaser/s shall not hinder or obstruct the Promoters in this regard or in the exercise by the Promoters of its aforesaid rights.
- (x) Shall not pay maintenance charges of unsold units till Common Organisation is formed.

#### 16. **Transfer to the Common Organization :**

- (i) The Promoter shall cause the Co- Promoter/ Confirming Party to execute Conveyance of the said New Building (comprising of all 6 wings) together with the said Subject Land (hereinafter referred to as the "**Transfer Document**") in favour of Common Organization;
- (ii) The costs, expenses, charges, levies and taxes on the Transfer Document and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Common Organization alone. Post the Transfer Document, the Common Organization shall be responsible for the operation and management and/or supervision of the said Building, including any common areas facilities

and amenities and the Promoters shall not be responsible for the same.

17. The Purchaser/s shall, before the delivery of possession of the said Premises in accordance with Clause 11 above, deposit the following amounts with the Promoters:
- (i) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the share money and application entrance fee of the Common Organization ;
  - (ii) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the formation and registration of the Common Organization ;
  - (iii) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the proportionate share of taxes and other charges/levies in respect of the Common Organization ;
  - (iv) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the deposit towards the provisional monthly contribution towards outgoings of the Common Organization ;
  - (v) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the deposit towards water, electricity, and other utility and services connection charges; and
  - (vi) Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the deposits of electrical receiving and sub-station provided/to be provided in the plan of the said Subject Land.
  - (vii) The above amounts are not refundable and no accounts or statements will be required to be given by the Promoters to the Purchaser/s in respect of the above amounts deposited by the Purchaser/s with the Promoters. The amounts as mentioned in this Clause shall be deposited by the Promoters in a separate bank account in respect of the sums received from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

18. The Purchaser/s shall pay to the Promoters a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with this Agreement, the transaction contemplated hereby, the formation of the Common Organization , for preparing the rules, regulations and bye-laws of the Common Organization and the cost of preparing and engrossing the Transfer Document and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoters in a separate bank account.
19. The Promoters have informed the Purchaser/s that there may be common access roads, street lights, common recreation spaces, passages, electricity, water lines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the plan of the said Entire Land. The Promoters have further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with the other Purchaser/s of flats/ units/premises in the said Building and/or on the said Entire Land shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of the flats/units/premises in the said Building including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoters and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the Purchaser/s of the flats/units/premises in the said Building shall object to the Promoters laying through or under or over the said Subject Land or any part thereof pipelines, underground

electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Entire Land.

**20. Representations and Warranties of the Promoters:**

The Promoters hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate:

- (i) The Promoters have a clear and marketable title and has the requisite rights to carry out the development upon the said Entire Land in accordance with the Development Agreement read with Supplement Agreement and also has actual, physical and legal possession of the said Entire Land for the construction of the said Building ;
- (ii) The Promoters have the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Subject Land and shall obtain the requisite approvals from time to time to complete the development of the Subject Land ;
- (iii) There are no encumbrances upon the Entire Land;
- (iv) There are no litigations pending before any Court of law with respect to the said Entire Land;
- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the said Building, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the shall be obtained by following the due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Building and the

- common areas;
- (vi) The Promoters have 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;
  - (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Subject Land and the said Premises, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
  - (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
  - (ix) At the time of the execution of the Transfer Document, the Promoters shall handover lawful, vacant, peaceful, physical possession of the sanctioned common areas of the said Building out of proposed common areas as detailed in the **FOURTH SCHEDULE** hereunder written to the Common Organization;
  - (x) The Promoters 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 Building to the Competent Authorities till the Transfer Document and thereupon the same shall be borne by the Common Organization; and
  - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the

Promoters in respect of the said Subject Land and/or the Building,

21. The Purchaser/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:
- (i) The Purchaser/s has / have gone through the terms and conditions as set out in the said Development Agreements and Supplemental Agreement and hereby undertake(s) to abide by the same. The rights and entitlements of the Purchaser/s hereunder are subject to the terms and conditions of the Development Agreements and Supplemental Agreement and bound by the terms and conditions stipulations of MCGM as also this Agreement and the Fit out Manual / Guidelines and the rules and regulations and bye-laws of the Association;
  - (ii) To use the Premises or permit the same to be used only for residential purpose under the rules, regulations and bye-laws of the Common Organization and the transfer document.
  - (iii) To maintain the said Premises at the Purchaser/s's own cost (to be borne and paid by the Purchaser/s) in good and tenantable repair and condition from the date on which the possession of the said Premises is given and shall not do or suffer to be done anything in or to the said Building with common amenities which may be against the applicable rules, regulations or bye-laws or change/alter or make any addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoters;
  - (iv) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or

structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Purchaser/s shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Building in which the said Premises is situated and in case any damage is caused to the Building in which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of such breach;

- (v) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Purchaser/s) all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated or the said Premises 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;
- (vi) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and the Purchaser/s shall

- keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises, without the prior written permission of the Promoters and/or the Common Organization ;
- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Entire Land and/or the Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (viii) Not to do or permit to be done anything in the said Building , the Building, and /or to the staircase, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or bye laws/ memorandum or articles of the Association to be framed by the Association or common organization
- (ix) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoters and/or the said Organization and of the MCGM and other concerned authorities;
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchaser of premises in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties.
- (xi) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the

- said Building in any manner whatsoever;
- (xii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
  - (xiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Subject Land and/or the Building in which the said Premises is situated;
  - (xiv) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the Building in which the said Premises is situated;
  - (xv) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, as required to be paid under this Agreement;
  - (xvi) Not to change the user of the said Premises without the prior written permission of the Promoters and the Common Organization and the concerned government authority;
  - (xvii) The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Purchaser/s to the Promoters under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Purchaser/s is

desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Purchaser/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoters;

- (xviii) The Purchaser/s shall observe and perform all the rules and regulations which the Common Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;
- (xix) The Purchaser/s shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Building or any part thereof to view and examine the state and condition thereof; and
- (xx) Till the Transfer Document is executed in favour of the Common Organization, the Purchaser/s shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state

and condition thereof.

- (xxi) The Purchaser/s shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- (xxii) To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoters or the Organization, from time to time. The Purchaser/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;
- (xxiii) To pay all amounts agreed or liable to be paid by the Purchaser/s pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Purchaser/s to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchaser/s and shall keep the Promoters indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoters by reason of non-payment non-observance and/or non-performance thereof;
- (xxiv) The Promoters shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Purchaser/s will pay all such charges without any dispute;
- (xxv) All the common areas including the open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage

purpose or anything else. The Purchaser/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for any other purpose including storage or for use by servants at any time;

(xxvi) The Purchaser/s shall not display at any place in the said Premises /Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

(xxvii) Neither the Purchaser/s nor the Organization, as and when it is formed 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 Promoters under this Agreement, the Development Agreements, the Tender or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser/s and the said Organization, as and when it is formed, shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

(xxviii) In the event Purchaser/s would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Subject Land , then the Purchaser/s shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoters, the said Organization and/or the concerned government, local or public

bodies or authorities in that regard; Any loss occurred due to such unauthorized construction / modification to the said Building or other Premises or other purchasers in the said Building then the Purchaser shall solely bear all such loss and damage.

- (xxix) The Purchaser/s shall indemnify and keep indemnifying the Promoters towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser/s.
- (xxx) Not to cover or enclose in any manner whatsoever, the open balcony/ies, verandah, car parking space/s or other open space forming a part or appurtenant to the Premises/s in the Building without the prior written permission of the Promoter / Association / concerned authority.
- (xxxi) The Purchaser hereby agrees to abide by the terms and conditions of occupation certificate granted by the MCGM and on breach of the same the Purchaser shall remain solely responsible for the same.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Building or the said Subject Land and/or the said Building as may be constructed thereon, or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the Transfer Document.

23. **Promoters shall not mortgage or create a charge:**

After the Promoters executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any

such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take the said Premises.

**24. Mortgage / Financial Assistance:**

- 24.1 Subject to terms and conditions of these presents, the Purchaser/s has permitted the Promoters to raise construction loan, project finance loan, loan against the said Entire Land and / or other constructed Flats/ Units/ Premises in the said Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non Banking Financial Corporation (“Lenders”) and without having to seek further consent from Purchaser/s in any manner whatsoever, written or otherwise, but without the Purchaser/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).
  
- 24.2 The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/facility shall be of the Promoters alone, and the Promoters have also assured and undertaken to the Purchaser/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time without committing any default thereof and keep the Purchaser/s herein fully indemnified in respect thereof.

**25. Facility Management Company / Facility managed by Promoter**

- 25.1 By executing this Agreement, the Purchaser agrees and covenants to the appointment by the Promoter (as it may in

its discretion deem fit) of any agency, firm, corporate body, organization, association or any other person ("Facility Management Company") to manage and maintain the said Building that is to maintain the Land/ Building and the common areas (including car parking areas and open spaces) as well as operate and maintain the amenities and facilities of the project. For this purpose the Facility Management Company shall be entitled to collect outgoings/ provisional charges from the purchasers of premises in the Building in the manner mentioned in this Agreement.

25.2 It is hereby clearly clarified, agreed and understood by the Purchaser that as the development is the flagship project of the Promoter and order to maintain the image and reputation of the Building, even after formation of the Association and transfer of the Subject Land and said Building in its favour, the Promoter will have the right (which it may exercise in its sole discretion ) to continue to be in charge of management, maintenance and operation of the project, either by itself or through the Facility Management Company and the Promoter will insert suitable language to that effect in the document vesting the said Building and land thereunder in favour of the Association. The Purchaser hereby grants its consent to this right of the Promoter / Facility Management Company and agrees to confirm to such agreement / contract/ arrangement that the Promoter has or may have with the Facility Management Company. The Purchaser hereby further agrees and confirms not to raise any dispute /claims in the future against the Promoter / Facility Management Company in this regard. It is hereby clarified that nothing contained in this Clause shall be construed as obligation on the Promoter to continue to manage, maintain and operate the said Building either by itself or by appointment of the Facility Management Company.

25.3 It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to

any person including the Purchaser and/or Association for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such management, maintenance and operation of the project.

- 25.4 The Purchaser hereby agrees to pay the fees as may be determined by the Promoter/ Facility Management Company for the purpose mentioned in Clause 26.1 above.
- 25.5 The Purchaser further agrees and undertakes to be bound from time to time sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purpose of framing rules for (a) management, maintenance and operation of the project, (b) use of premises by the assignees/ occupants and (c) for ensuring safety and security of the purchasers/occupants and the project. The Purchaser hereby agrees and confirms not to raise any disputes in the future against the Promoter/ Facility Management Company in this regard.

**26. *Interior works to be carried out by the purchaser in accordance with building fit-out guidelines:***

- 26.1 The Purchaser agrees and undertakes that the Purchaser shall carry out any fit-out/ interior work in the Premises strictly in accordance with the rules and regulations framed by the Promoter/ Association ("Fit-Out Manual/Guidelines") and without causing any disturbance to the other purchaser of premises in the Building. Without prejudice to the aforesaid, if the Purchaser makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Premises or the Building, the Promoter shall be entitled to call upon the Purchaser to rectify the same and to restore the Premises and/or Building to its original condition within 30(thirty) days from the date of intimation by the Promoter in

that behalf. If the Purchaser does not rectify the breach within the such period of 30(thirty) days, the Promoter may carry out necessary rectification/restoration to the Premises or the Building (on behalf of the Purchaser) and all such costs/ charges and expenses incurred by the Promoter shall be reimbursed by the Purchaser. If the Purchaser fails to reimburse to the Promoter any such costs/ charges and expenses within 18 (eighteen) days of demand by the Promoter, the same would be deemed to be a charge on the Premises. The Assignee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the premises or the Building and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/ charges and expenses incurred by it for rectification/ restoration to the Premises of the Building. The Purchaser must understand that breach of the Fit-out Manual may entail breach of the sanctions and permission granted by MCGM.

- 26.2 Any time before the conveyance or after the conveyance of the said Subject Land/Building by the Promoter / Co-promoter in favour of the Association, the Promoter, its engineers, workmen, laborer's , architects, sales person, marketing persons and such other person as may be sent by Promoter shall be allowed to enter upon the Premises by the Purchaser without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Premises provided the Premises are restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser or his agents and the Purchaser shall reimburse and/or pay to the Promoter or

any other person the loss or damage suffered by them on account of the act of the Purchaser or his agents. The Promoter shall not be liable for any theft or loss or inconvenience caused to the Purchaser on account of such entry to the Premises. If the Premises are closed and in the opinion of the Promoter any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser consents to the Promoter to break open the lock on the main door/entrance of the Premises and the Promoter shall not be liable for any loss, theft or inconvenience caused to the Purchaser on account of such entry into the Premises.

**27. Binding Effect:**

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan at Clause 3 (iv) above, within 30 (thirty) days from the date of its receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the application of the Purchaser/s shall be treated as cancelled and all the sums deposited by the Purchaser/s in connection therewith, including the booking amount but after deducting 5% of the total consideration along with applicable taxes, shall be returned to the

Purchaser/s without any interest or compensation whatsoever.

**28. Entire Agreement:**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

**29. Provisions of this Agreement applicable to the Purchaser/s/ subsequent Purchaser/s:**

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 Building / common amenities shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

**30. Severability:**

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

**31. Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment in common with other Purchaser/s in said Building, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/ areas/ spaces in the said Building. .

**32. Further Assurances:**

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.

**33. Place of Execution:**

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

**34.** The Purchaser/s and/or the Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit the execution thereof.

**35.** All notices to be served upon the Purchaser/s and the Promoters as contemplated by this Agreement shall be

deemed to have been duly served if sent to the Purchaser/s or the Promoters by Courier or Registered Post A.D or notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

\_\_\_\_\_  
\_\_\_\_\_  
Name of the Purchaser/s  
(Purchaser's Address)

Notified Email ID: \_\_\_\_\_

SHREE NAMAN DEVELOPERS PRIVATE LIMITED

315, Parekh Market, 39, J.S.S. Road,  
Opera House, Mumbai 400 004

Notified Email ID: premierinfo@namangroup.com

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

**36. Joint Purchaser/s:**

In case there are Joint Purchaser/s, all communications shall be sent by the Promoters to the Purchaser/s whose name appears first and at the address given by him/her/it, which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

### **37. Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Purchaser/s alone.

### 38. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled

amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**39. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

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

<b>Name</b>	<b>Permanent A/c. No.</b>
<b>SHREE NAMAN DEVELOPERS PRIVATE LIMITED</b>	AAACN2568H
<b>M/S. PREMIER TEXTILE PROCESSORS</b>	AAAFP1348N

**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 Entire Land)***

All those pieces or parcels of lands or ground situate lying and being at Village Marol in the Greater Mumbai, Mumbai Suburban District Taluka South Salsette, Registration Sub-District Bandra, District Mumbai Suburban bearing Survey Nos. 18/11, 19/4(pt), 32/4, 25/10, 32/5(pt) and 18/9(pt) and bearing CTS Nos. 304, 305, 317 and 322 admeasuring in aggregate 8959.50 sq. mtrs. (as

per P. R. Card) together with structures standing thereon and situate at Military Road, Andheri (East), Mumbai and bounded as follows:

On or towards East : by River;

On or towards West : by land bearing Survey No. 9, Hissa No. 11 and 4(pt);

On or towards South : by land bearing Survey No. 32/5(pt) and Survey No. 25/6 and Survey No. 19, Hissa No. 18 and 17;

On or towards North : by land bearing Survey No. 18, Hissa No. 9(pt), Survey No. 18, Hissa No. 2, 10 and 13 and Survey No. 32, Hissa No. 3.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(the said Subject Land)*

The Net Plot Area admeasuring of 6694.09 sq. mtrs. out of total admeasuring area of 8959.50 sq. mtrs. (as per P. R. Card) situate lying and being at Village Marol in the Greater Mumbai, Mumbai Suburban District Taluka South Salsette, Registration Sub-District Bandra, District Mumbai Suburban bearing Survey Nos. 18/11, 19/4(pt), 32/4, 25/10, 32/5(pt) and 18/9(pt) and bearing CTS Nos. 304, 305, 317 and 322 at Military Road, Andheri (East), Mumbai.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(the said Premises)*

Flat/Unit/Premises No. \_\_\_, admeasuring approximately \_\_\_ square meters carpet area on the \_\_\_ Floor of \_\_\_ Wing of the Building to be known as "**NAMAN PREMIER**" under construction on the said Subject Land more particularly described in the **SECOND SCHEDULE** hereinabove written.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

*(Nature, extent and description of proposed common areas and facilities / limited common / restricted common areas and facilities)*

**List of proposed common areas and facilities for the said new**

**Building**

1	Aggregate area of recreational Open Space
2	Amphitheatre
3	Children's Play Area with Sandpit
4	Artists Corner
5	Senior Citizen Zone
6	Landscape Garden
7	Yoga Zone
8	Jogging Track
9	Multipurpose Court
10	Skating Rink
11	Open Air Gym
12	Gymnasium
13	Electrical Meter Room, Sub-Station, Receiving Station
14	Open Parking
15	Internal Roads & Footpaths
16	Water Supply
17	Sewerage (Chamber, Lines, Septic Tank , STP)
18	Solid Waste Management And Disposal
19	Storm Water Drains
20	Water Conservation, Rain water Harvesting
21	Street Lighting
22	Treatment And Disposal Of Sewage And Sullage Water
23	Landscaping & Tree Planting
24	Energy management
25	Fire Protection And Fire Safety Requirements
26	Air conditioned entrance Lobby
27	Net Cricket Area
28	Society Office
29	Swimming pool

**Limited common areas and facilities:**

**Restricted Areas**

1. Raw Water Tank/s
2. Treated Water Tank/s
3. Overhead Tank/s
4. Municipal Water Tank/s
5. Space for Domestic Pumps and Treatment Plants
6. Sumps

7. Fire Tank/s
8. Fire Pumps
9. Pump Room
10. LV Rooms & Control Rooms
11. Meter Rooms
12. STPs
13. Storage

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

***(List of internal fittings and fixtures in the said Premises)***

<b><u>Sr.No</u></b>	<b><u>Internal Amenities</u></b>
<b><u>1</u></b>	<b><u>Living , Dining and Bedrooms :</u></b>
	Superior quality vitrified tiles for flooring and skirting
	Plastic emulsion paint for the walls and the ceiling
<b><u>2</u></b>	<b><u>Kitchen:</u></b>
	Good quality vitrified tiles for flooring, skirting and dado
	Plastic emulsion paint for the ceiling
	High value granite platform with a stainless steel sink along with a modular kitchen
	Provision for piped gas
<b><u>3</u></b>	<b><u>Toilets and Bathrooms :</u></b>
	Anti-skid vitrified tiles for all bathrooms
	Good quality vitrified tiles for dado
	Plastic emulsion paint for the ceiling
	Geyser in all bathrooms
	CP and Sanitary fittings provided of reputed brands
<b><u>4</u></b>	<b><u>Doors &amp; Windows :</u></b>
	Main Door: Solid core fire rated door with veneer finish teak wood
	Bedroom Door: Solid core flush door with wood finish laminate

	Heavy-duty aluminum sliding windows made from specially designed and customized sections
<b><u>5</u></b>	<b><u>Electrical:</u></b>
	Concealed wiring for the entire apartment
	Ample number of Electrical points provided throughout the apartment, especially for all the essential appliances such as television, air conditioner, telephone, geyser, washing machine, water purifier, exhaust fans, etc.
<b><u>6</u></b>	<b><u>Wi-Fi System:</u></b>
	Provision for a Wi-Fi system in the apartment
<b><u>7</u></b>	<b><u>Security &amp; Home Automation:</u></b>
	Intercom facility & Video door phone
	Gas leak detector in the kitchen

**SIGNED AND DELIVERED** by the )

Withinnamed “Promoter” )

**SHREE NAMAN DEVELOPERS PRIVATE** )

**LIMITED** )

through its Authorized Signatory )

MR. NAROTTAM JOBANPUTRA )

Authorized through Board Resolution )

Dated 12<sup>th</sup> October 2017 )

In the presence of ... )

**SIGNED AND DELIVERED** by the )

withinnamed Co-Promoter/Confirming Party)

**M/S. PREMIER TEXTILE PROCESSORS)**

through its Constituted Attorney )

SHREE NAMAN DEVELOPERS PVT. LTD. )

through its Authorized Signatory )

Mr. Narottam Jobanputra )

Authorized through Board Resolution )

Dated 12<sup>th</sup> October 2017 )

In the presence of ... )

SIGNED AND DELIVERED )

by the withinnamed "**Purchaser/s**" )

\_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of ... )

Housiey.com

**R E C E I P T**

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as and by way of earnest money as within mentioned to be paid by them to us the details of which are as under:

<b>Date</b>	<b>Drawn on</b>	<b>Cheque No</b>	<b>Amount (Rs.)</b>
<b>Total</b>			

WE SAY RECEIVED

For **SHREE NAMAN DEVELOPERS PRIVATE LIMITED**

(\_\_\_\_\_)

Authorized Signatory

**THE PROMOTERS**

Witnesses:

1.

2.

Name & Signatures	Photograph	Left Hand Thumb Impression
<b>SHREE NAMAN DEVELOPERS PRIVATE LIMITED</b>  <hr/>		
Director/Authorized Signatory		
<b>PREMIER TAXTILES PROCESSORS</b>  <hr/>		
Partner		
<b>MR.</b> _____  <hr/> <hr/>		
Purchaser		

### **LIST OF ANNEXURES**

<b>ANNEXURE “A”</b>	Plan
<b>ANNEXURE “B” and “B1”</b>	IOD bearing No. CHE/WS/0442/K/337(NEW) dated 31 <sup>st</sup> May, 2015 and revised IOD dated 10 <sup>th</sup> November 2017 for the said New Building.
<b>ANNEXURE “C”</b>	Commencement Certificate bearing No. CHE/WS/0442/K/337(NEW) dated 27 <sup>th</sup> June, 2015 for construction upto top of basement i.e. 0.45 meters above ground level.
<b>ANNEXURE “D”</b>	Property Register Cards.
<b>ANNEXURE “E”</b>	Sanctioned Plan
<b>ANNEXURE “F”</b>	Title Certificate from M/s. Law Point, Advocates & Solicitors dated 3 <sup>rd</sup> August, 2015.
<b>ANNEXURE “G”</b>	Floor Plan
<b>ANNEXURE “H”</b>	Car Parking Plan
<b>ANNEXURE “I”</b>	Environment Clearance <i>from</i> Ministry of Environment, Forests & Climate Change letter dated 23 <sup>rd</sup> June 2015

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**DATED THIS                    DAY OF                    2017**

BETWEEN

**SHREE NAMAN DEVELOPERS PVT. LTD.**

...the Promoter

AND

**M/S. PREMIER TEXTILE PROCESSORS**

....the Co-Promoter

AND

**MR./MRS./M/S. \_\_\_\_\_**

... the Flat Purchaser/s

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**AGREEMENT FOR SALE**

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