

AGREEMENT FOR SALE

(For Residential Unit, 25-75 Scheme)

THIS AGREEMENT is made at Mumbai this _____ day of _____, 2022

BETWEEN

NAHAR BUILDERS LIMITED, [PAN : AADCN8065A] a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be registered under the provisions of the Companies Act, 2013 and having its registered office at B-1, Mahalaxmi Chambers, 22 Bhulabhai Desai Road, Mumbai – 400 026, 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-in-title) of the **ONEPART**;

AND

_____ [PAN : _____] and _____ [PAN : _____]
 _____] Indian Inhabitant/s at _____ present residing
 at _____ hereinafter called "THE ALLOTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, executors and administrators) of the OTHER PART;

OR

Messrs. _____ a
 Partnership Firm/ a Company registered under Indian Partnership Act, 1932 a Company
 registered under Indian Companies Act, 1956 and having its registered office at _____

hereinafter called "**THE ALLOTTEE/S**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a body corporate, its successors and permitted assigns) of the **OTHERPART**.

(The Promoter and the Allottee/s are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**")

INDEX

I] RECITALS

1. Title
2. Declaration
3. Approvals
4. Purchase of premises & Sale price

II] MAIN PROVISIONS

1. Interpretation
2. Consideration
3. Disclosure to the Allottee
4. Rights & Entitlements of the Promoter
5. Payments, Loans & Mortgage
6. Rights & Entitlements of the Allottee
7. Covenants of Allottee
8. Formation of Society & Apex Body
9. Representations & Warranties of Promoter
10. Representations & Warranties of Allottee
11. Rights of Promoter to mortgage
12. Construction of Agreement
13. Indemnity
14. Entire Agreement
15. Notices

16. Non Resident Indian
17. Joint Allottees
18. Costs & Expenses
19. Dispute Resolution
20. Governing Law

WHEREAS

1. TITLE

1.1. The owners being (i) Jitendra Amritlal Sheth, Karta and Manager of A. D. Sheth (H.U.F.), being the first owners ("**First Owners**") (ii) Jatin Manubhai Sheth, Karta and Manager of M. A. Sheth (H.U.F.), being the second owners ("**Second Owners**") (iii) Narendra Amritlal Sheth, Karta and Manager of N. A. Sheth (H.U.F.), being the third owners ("**Third Owners**") (iv) Jitendra Amritlal Sheth, Karta and Manager of J. A. Sheth (H.U.F.), being the fourth owners ("**Fourth Owners**") and (v) Shantaben M. Sheth, Leena Jitendra Sheth and Rama Narendra Sheth, being the fifth owners ("**Fifth Owners**") are (hereinafter collectively referred to as the "**Owners**") are each entitled to specific portions of the lands allsituate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai City Mumbai Suburban, (hereinafter referred to as "**the Larger Land**");

1.2. Jitendra Amritlal Sheth, Narendra Amritlal Sheth, Jatin Manubhai Sheth, Samir Jitendra Sheth and Purna Jatin Sheth were all carrying on business in partnership under the name and style of Messrs. Chandivali Development Corporation, a partnership firm, formed under the provisions of the Indian Partnership Act, 1932 ("**the Corporation**");

1.3. Thereafter, by five separate Agreements, all dated 3rd December, 1990, the Owners appointed Messrs Chandivali Development Corporation to undertake the work of development of the Larger Land by constructing buildings thereon in the manner and on the terms and conditions more particularly mentioned in the said Agreements dated 3rd December, 1990;

1.4. By two separate Tripartite Agreements, both dated 18th January, 1991 made and entered into between the Owners of the First Part, the Corporation of the Second Part and Messrs Nahar Enterprises of the Third Part, the Owners and the Corporation granted development rights in respect of the Larger Land to

Messrs Nahar Enterprises on certain terms and conditions recorded in the two Tripartite Agreements;

- 1.5. By two Deeds of Declaration, both dated 10th September, 2007 made and entered into between the Owners, the Corporation and Messrs Nahar Enterprises, the parties registered the aforesaid Tripartite Agreements, both dated 18th January, 1991 with the office of the Sub Registrar of Assurances at Kurla No. 3underserial no. BDR13/7073/2007 and BDR-13/7071/2007 respectively;
- 1.6. By a Deed of Dissolution dated 16th April, 1999, the partners of Messrs Chandivali Development Corporation dissolved the said firm with effect from 1st April, 1999;
- 1.7. Subsequently, certain disputes and differences arose between the Owners on the one hand and Messrs Nahar Enterprises on the other hand and the disputes and differences were referred to the sole arbitration of Mr. Ravindra Kapadia, Architect and accordingly an Agreement of Reference to Arbitration dated 7th April, 2003 was executed between the Owners and Messrs Nahar Enterprises;
- 1.8. Mr. Ravindra Kapadia, the Sole Arbitrator made and published his Award dated 5th October, 2007 which was subsequently registered with the office of the Sub-Registrar of Assurances at Kurla-3 bearing Serial No. 7721 of 2007;
- 1.9. In terms of the Arbitral Award dated 5th October, 2007, a Supplementary Agreement dated 15th October, 2007 was executed between (i) Amritlal Sheth HUF through its Karta and Manager, Jitendra Sheth (ii) Manubhai A. Sheth, HUF through its Karta and Manager, Jatin. M Sheth (iii) Jitendra A. Sheth (HUF) through its Karta and manager, Jitendra A. Sheth (iv) Narendra A. Sheth, HUF through its Karta and Manager, Narendra A. Sheth (v) Jatin M . Sheth, executor of the estate of Shantaben M Sheth (vi) Jitendra A. Sheth as the executor of the estate of the late Leenaben Jitendra Sheth (vii) Rama N. Sheth members of the Association of Persons of Shantaben M. Sheth and others, therein collectively referred to as the Owners of the One Part and Messrs Nahar Enterprises of the Other Part, recording the terms and conditions contained in the Final Arbitration Award dated 5th October, 2007;

- 1.10. A Power of Attorney dated 15th October, 2007 made and executed by the Owners in favour of Sukhraj B. Nahar, Sohindevi Sukhraj Nahar and Jayantilal Mulchand Bafna, the then partners of Messrs. Nahar Enterprises and registered with the office of the Sub-Registrar of Assurances at Kurla-3 bearing Serial No.7862 of 2007;
- 1.11. By the said Power of Attorney, the Owners authorized the partners of Messrs Nahar Enterprises to develop the said Larger Land in terms of the Supplementary Agreement dated 15th October, 2007;
- 1.12. Subsequently, Messrs. Nahar Enterprises was converted into a Limited Company under the provisions of Part IX of the Companies Act, 1956 and a certificate of incorporation dated 9th September, 2011 was issued in the name of 'Nahar Builders Limited' and consequent thereto all the rights (including the development rights in respect of the Larger Land), assets and liabilities of the firm, Messrs Nahar Enterprises stood transferred and vested in the Promoter;
- 1.13. The Promoter has got a Master layout of the said Larger Land prepared by its Architects and has obtained approval of the same to Municipal Corporation for Greater Mumbai ("**MCGM**") for approval/ sanction;
- 1.14. As per the layout sanctioned by the MCGM, the said Larger Land has been divided into various sectors viz. Sectors R-1/A, R-1/B, R-1/C, R-1/E, R-2, R-3, R-4, R-5, R-5A, R-6, R-7, R-8, R-9, R-10, R-11, R-12, R-13, R-14, R-15, R-16, R-17, R-18, R-19, R-20, R-21, R-22, R-23 and R-24 and the said Larger Land is being developed in a phase wise manner by the Promoter in the name of 'Nahar's Amrit Shakti Project';
- 1.15. One such Sector, being Sector R-6 forms part of the said Larger Land which earlier consisted of land bearing (i) CTS No. 51A and (ii) CTS No. 52A totally admeasuring 9919.60 square meters situate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai Suburban. Thereafter by order dated 26th July 2021, CTS No. 52A came to be subdivided into 3 parts viz. CTS Nos. 52/A/A adm 7300.00 sqmts, 52/A/B adm 1220.00 sqmts and 52/A/C adm 1399.60 sqmts. Amaryllis Towers and Plaza is being constructed on land bearing CTS No. 52/A/which is owned by the "Fourth Owners" (hereinafter referred to as the "**said Land**" and more particularly described in the **FIRSTSCHEDULE** hereunder written);

- 1.16. The photocopy of the report on title dated 21st August 2021 issued by M/s. FF & Associates, Advocates is annexed hereto and marked as **Annexure "A"** and (c) the extract of the Property Register Card in respect of land bearing CTS No. 52/A/A is annexed hereto and marked as **Annexure "B"**;

2. DECLARATION

- 2.1. The Promoter proposes to construct a building to be known as 'AMARYLLIS TOWERS and PLAZA' consisting of 3 wings A, B & C having shopping on Ground + 1st floor [part] residential + 2nd to 17th floors + 18th floor [part] consisting of 20 commercial units and 402 residential apartments (hereinafter referred to "said Building") by utilising F.S.I. of 23,616.23 sq. mts. out of the total permissible F.S.I. of 23,652 sq. mtrs. and also by utilising TDR allowed to be utilised and consumed on the said Land, and any further additional FSI including premium FSI which may be available to be utilised on the said Land under any scheme that may be framed by the corporation under the present Development Control Regulations and which may be amended from time to time;

It is also proposed to construct a separate multi-storied car parking building [MLCPB] consisting of Basement [part] for services + Ground to 7 upper floors for car parking with 8th floor [part] for recreational amenities.

- 2.2. The Promoter has entered into a standard agreement with M/s. Kapadia Consultants and M/s. Hafeez Contractors as per the format prescribed by the Council of Architects, registered with the Council of Architects and has also appointed Sterling Consultants, Structural Engineer for the preparation of the structural designs and drawings of the said Building and the Promoter accepts the professional supervision of the architect and the structural engineer till completion of the said Building;

3. APPROVALS

- 3.1. The Promoter has registered the said Building as a 'real estate project' under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and 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**") with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no. P51800028801, authenticated copy of the certificate of registration is annexed hereto and marked as **Annexure C'**;

3.2. By virtue of the aforesaid Supplementary Agreement dated 15th October, 2007 /Power of Attorney dated 15th October, 2007, the Promoter has sole and exclusive right to sell the apartments in the said Building to be constructed by the Promoter on the said Land and to enter into Agreement/s with the allottee(s)/s of the apartments and to receive the sale consideration in respect thereof;

3.3. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

3.4. The principal and material aspects of the development of the said Building as sanctioned under the RERA Certificate, are briefly stated below-

- (i) The name of the said Building will be 'AMARYLLIS TOWERS and PLAZA';
- (ii) The Promoter proposes to construct a building to be known as "**AMARYLLIS TOWERS and PLAZA**" consisting of 3 wings A, B & C having shops on Ground + 1st floor [part] residential + 2nd to 17th floors + 18th floor [part] consisting of 20 commercial units and 402 residential apartments (hereinafter referred to" said Building") by utilising F.S.I. of 23,616.23 sq. mts. out of the total permissible F.S.I. of 23,652 sq. mtrs. and also by utilising TDR allowed to be utilised and consumed on the said Land, and any further additional FSI including premium FSI which may be available to be utilised on the said Land under any scheme that may be framed by the corporation under the present Development Control Regulations and which may be amended from time to time; along with a separate multi-storied car parking building [MLCPB]

consisting of Basement [part] for services + Ground to 7 upper floors for car parking with 8th floor [part] for recreational amenities.

- (iii) The Building shall comprise of units/premises consisting of apartments/flats/commercial units;
- (iv) Total FSI of 23,616.23sqmtshas been sanctioned for consumption in the construction and development of the Building. The Promoter proposes to eventually consume any balance/additional FSI that may be available in the said Building;
- (v) The common areas, facilities and amenities in the said Building that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written ("**Building Amenities**").
- (vi) The common areas, facilities and amenities in the Project developed on the said Land that may be usable by the Allottee are listed in the **Third Schedule** hereunder written ("**Project Amenities**").
- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Nahar Group or Nahar Builders Ltd or Nahar Amrit Shakti, in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Building and on the façade, terrace, compound wall or other part of the Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites. without adversely affecting the right to peace and enjoyment of the Allottee/s.
- (viii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Building, are more particularly specified in Clause 8 below.
- (ix) A copy of the Intimation of Disapproval dated 15th April, 2020 bearing no. CE/3999/BPES/AL and Commencement Certificate issued by the MCGM dated 18th September 2020 bearing no. CE/3999/BPES/AL/CC/1 Amend is also included as part of the RERA Certificate. The Promoter has obtained Amended Plan Approval along with Letter dated 13th August 2021 bearing no. CE/3999/BPES/AL/337/4/Amend issued by the MCGM.

- 3.5. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Architects Kapadia Consultants and M/s. Hafeez Contractors and of such other documents as are specified under RERA and the Rules and Regulations made thereunder;
- 3.6. The authenticated copies of the building plans as approved by the concerned local authority have been annexed hereto and marked as **Annexure 'D'**;
- 3.7. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'E'**;
- 3.8. The Promoter has obtained the Intimation of Disapproval ("IOD") dated 15th April, 2020 bearing no. CE/3999/ BPES/AL issued by the MCGM and a copy thereof is annexed hereto and marked as **Annexure 'F'**;
- 3.9. The Promoter has obtained part Commencement Certificate ("CC") dated 18th September 2020 bearing no. CE/3999/AL/CC/1/Amend issued by the MCGM and a copy thereof is annexed hereto and marked as **Annexure 'G'**; balance CC shall be obtained progressively
- 3.10. The Promoter has obtained Amended Plan Approval along with Letter dated 13th August 2021 bearing no. CE/3999/BPES/AL/337/4/Amend issued by the MCGM and a copy thereof is annexed hereto and marked as **Annexure 'H'**;
- 3.11. The Promoter has got some of the approvals from the concerned local authority(s) to the plans and sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the Building Completion Certificate/ Occupancy Certificate of the said Building; Promoter has also obtained necessary approval from the MOEF for Environmental Clearance and a copy thereof is annexed hereto and marked as **Annexure 'I'**;
- 3.12. The Promoter has accordingly commenced construction of the said Building in accordance with the sanctioned plans;

4. PURCHASE OF PREMISES & SALE PRICE

4.1. The term "Apartment" in this agreement shall mean and include both residential flat/unit and commercial unit unless wherever specifically mentioned;

4.2. The Allottee has applied to the Promoter for allotment of an Apartment bearing No. _____ measuring approximately _____ sq. meters carpet area on ___ floor in "_____" wing (hereinafter referred to as the "**said Apartment**" and more particularly described in the **SECOND SCHEDULE** hereunder written) in the said Building being constructed on the said Land;

4.3. The term "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls and internal columns of the apartment as defined under RERA Act;

4.4. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the said Building and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the said Building as mentioned in this Agreement including in the Recitals herein above and applicable law and sell the premises therein.

4.5. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Apartment, at or for the flat sale consideration of **Rs. _____/- (Rupees: _____ Only)** and upon the terms and conditions mentioned in this Agreement ("**Flat Sale Consideration**"). Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of the Flat Sale Consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the

payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the Flat Sale Consideration in the manner set out in the Agreement;

4.6. As per Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

4.7. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions set out herein.

4.8. The list of Annexures attached to this Agreement are stated herein below,-

Sr. No.	Annexure No	Annexure details
1	Annexure "A",	The report on title dated 21 st August 2021 issued by M/s. FF & Associates, Advocates
2	Annexure "B",	Property Register Card in respect of land bearing CTS No. 52/A/A
3	Annexure 'C'	The authenticated copy of the certificate of RERA registration
4	Annexure 'D'	The authenticated copies of the layout plans as approved by the concerned local authority
5	Annexure 'E'	The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority.
6	Annexure 'F'	Copy of Intimation of Disapproval ("IOD") dated 15 th April, 2020 bearing no. CE/3999/ BPES/AL issued by the MCGM
7	Annexure 'G'	Copy of Commencement Certificate ("CC") dated 18 th September 2020 bearing no. CE/3999/AL/CC/1/Amend issued by the MCGM
8	Annexure 'H'	Amended Plan Approval alongwith Letter dated 13 th August 2021 bearing no. CE/3999/BPES/AL/337/4/Amend issued by the MCGM
9	Annexure 'I'	Environment Clearance approval
10	Annexure 'J'	Plan showing parking space
11	Annexure 'K'	Consideration Linked Plan (CLP) for Residential Units
12	Annexure 'L'	No Objection letter from TCHFL

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

1. INTERPRETATION

The aforesaid recitals shall form an integral and operative part of this Agreement as if the same have been reproduced herein verbatim.

2. CONSIDERATION

(A) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ admeasuring approximately _____sq. ft carpet area equivalent to _____sq. meters or thereabouts on the _____floor of Wing "____"(hereinafter referred to as the said "**Apartment**" and more particularly described in the **SECOND SCHEDULE** hereunder written) in the said Building known as "**AMARYLLIS TOWERS AND PLAZA**" for the consideration of **Rs. _____/- (Rupees: _____ Only). ("Flat Sale Consideration")**.

(B) The allotment includes _____ covered parking facility admeasuring _____sqmts approx. in the MLCP Building to be constructed on the said Land as shown in the plan hereto annexed **Annexure "J"**

(C)The Promoter has offered 25:75 Scheme (hereinafter referred to as the Developer Scheme) details of which are mentioned in the Payment Schedule in clause D(i)to Allottee/s of residential units only. The Allottee/s of the residential units who has opted for the Developer scheme shall be bound to pay the Apartment Sale Consideration as stated in clause D(i) herein below which shall apply in the event such Allottee/s opts out of the Developer scheme. In the event the Allotte/s of the residential unit does not opt for the Developer scheme, he/she shall make payment under the Consideration Linked Plan (CLP).A copy of CLP for residential units as per slab completion is hereto annexed and marked as **Annexure 'K'**

(D) The conditions to avail Developer Scheme are as follows:-

(i) In the event, the Allottee chooses to purchase the said Apartment (residential) under the above scheme, the Allottee shall pay the amount of

consideration as per Developer Scheme and other charges. The Payment Schedule and Other Charges for the Developer Scheme is as follows:-

Sr. No.	Payment Schedule	Instalment Amount(in Rs) (A)	2.5% CGST(in Rs) (B)	2.5% SGST(in Rs) (B1)
1.	Token Amount			
2.	Balance Token Amount of 9.90% of the total consideration amount to be paid within 30 days of booking			
3.	Amount of 15.01% of the total consideration amount to be paid within 45 days of Booking.(The said amount shall be paid before the execution and registration of Agreement for Sale and on payment of such amount a Loan Sanction Letter shall be given by Housing Development Finance Corporation Limited (HDFC), for the remaining 75% of consideration amount			

4.	Balance 75% on offer of Possession to be paid to the Promoter			
	Total			

Other Charges are as below: -

OTHER CHARGES (C)	Gymnasium membership charges	
	Development Charges	
	Electrical Meter & Water Charges	
	Legal Charges	
	Society Formation	
	Society Share Application Money (No GST)	
	MGL Installation Fees (No GST)	

GOVT. TAXES & CHARGES (D)	Stamp Duty & Registration	
	GST @18% on other values	

Apartment Sale Consideration (A)	
GST on Apartment Sale Consideration 5% (B+B1)	
Other Charges (C)	
GST on Other Charges 18% (D)	
Stamp Duty & Registration on Flat Sale	
TOTAL CONSIDERATION VALUE	

- (ii) In the event, prior to taking possession the Allottee desires to switch over from the Developer Scheme to Construction Linked Plan (hereinafter referred as “CLP”), the booking shall be converted into CLP payment plan with same booking date and the Allottee/s shall pay the applicable due payment of instalment as per the CLP mentioned in **Annexure K** herein. In such event the rate applicable under the Developer Scheme shall continue under the CLP.
- (iii) After payment of the token amount, it shall be the responsibility of the Allottee to obtain the Loan Sanction Letter from HDFC and submit it to the Promoter. The Allottee/s shall upon registration of this Agreement submit a consent letter to the Promoter giving his/her consent to submit/handover the Original Registered Agreement to HDFC.
- (iv) In the event the above mentioned Loan Sanction letter is not furnished to the Promoter by the Allottee/s within 45 days of booking, the booking will be converted into Construction Linked Plan with same booking date and the Allottee shall then pay the applicable payment (instalment) due as per the CLP annexed as **Annexure K** of this Agreement.

- (v) In the event the loan amount sanctioned by HDFC. is less than 75% of total consideration then the Allottee/s shall pay the difference amount within 10 (Ten) days of the Loan Sanction Letter being issued.
- (vi) Once the Allottee avails the Developer Scheme, he/she shall not be allowed to sell/transfer the Apartment to any other third party until the Allottee receives physical possession of the said Apartment.

3. DISCLOSURE TO THE ALLOTTEE

3.1. The Promoter is constructing a building to be known as **AMARYLLIS TOWERS and PLAZA** consisting of 3 wings A, B & C having shopping on Ground + 1st floor [part] residential + 2nd to 17th floors + 18th floor [part] consisting of 20 commercial units and 402 residential apartments (hereinafter referred to "said Building") on the land bearing CTS No. 52/A/A admeasuring 7300.00 square meters situate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as the "**said Land**" and more particularly described in First Schedule hereunder written) in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

3.2. The Promoter proposes and reserves its right and shall be entitled to further revise the aforesaid building plans (but without reducing the carpet area and dimensions of the Apartment/premises agreed to be acquired by the Allottee under this Agreement and without altering the location thereof and the amenities thereto) by utilizing/consuming the aforesaid optimum and maximum development potential (present and future), as the Promoter may decide, at its discretion, and as maybe sanctioned by the concerned authorities. Provided that the Promoter shall have to obtain prior consent in writing of at least two -thirds of the Allottees in respect of the alterations or additions in the sanctioned plans, layout plans, an specifications of the buildings or the common area.

3.3. The Promoter reserves the right to hand over possession of the flats/shops/parking based on the part Occupation Certificate received depending

upon which possession of flats up to the floor with respect to which part OC is granted shall be handed over. The Allottee gives his/her consent to handing over possession of flats in such phased manner and also agrees to on-going construction on the upper floors or balance construction of the project in the event the Allottee accepts possession pending completion of construction on the upper floors, if required.

DISCLOSURES

3.3.1. The Flat Sale Consideration payable by the Allottee in connection with the Apartment shall exclude Stamp Duty & Registration charges which shall be payable by the Promoter.

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

3.3.3. On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

4. RIGHTS AND ENTITLEMENTS OF THE PROMOTER

4.1 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights ("**TDR**") in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Land or any part thereof and adjoining land or any part thereof and as may arise due to any reason including change in applicable law or policy. Such development

potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit.

4.2 The construction and development of the Project is presently sanctioned in the manner stated in the IOD and CC and the layout for the Project and as part of the proposed future and further development of the Larger Land, the IOD, CC, layout for the Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the full development potential of the Project. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Project (both inherent and future), would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.

4.3 The Allottee expressly consents to all such variations, as may be decided by the Promoter so long as the same are in accordance with the provisions contained in Clause 4.3.1 below. This consent shall be considered to be the Allottee's express and specific consent contemplated by Section 7(1) (i) and (ii) of the MOF Act.

4.3.1 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Allottee shall pay additional amount as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a)(i) of this Agreement.

4.3.2 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in

his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4.3.3 The Allottee/s shall deduct tax at source ("TDS") from each instalment of the consideration as required under the Income-tax Act, 1961. The Allottee/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

4.4 The Promoter shall be entitled to sell the unsold units in the building either before or after formation of Society without any permission from the Allottee or the Society and the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building and such unsold unit or any part thereof for upkeep and maintenance of the same.

5 PAYMENTS, LOANS AND MORTGAGES

5.1 For payment of instalments of the consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Allottee/s shall be entitled to avail a loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall have no liability with respect to such loan / mortgage and the Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the consideration and/or other amounts payable by the Allottee/s under this Agreement.

5.2 In the event of default or neglect in the payment of any instalment of consideration amount payable under this Agreement the Allottee/s shall be liable to pay SBI MCLR/BPLR +2% per annum for the period of default and failing which the Agreement shall be automatically terminated without notice and the token amount paid shall be non-refundable.

- 5.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan/mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- 5.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance consideration and balance amounts payable by the Allottee under this Agreement.
- 5.4 If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Agreement (which will not absolve Allottee of its responsibilities under this Agreement).

6 RIGHTS AND ENTITLEMENTS OF THE ALLOTTEES

- 6.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
- 6.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c) herein above. ("Payment Plan").

6.3 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee (save and except for the reasons as stated in Clause 6.6(b) below), the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

6.4 The Allottee agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

6.5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in the **FOURTH SCHEDULE** hereto.

6.6 (a) The Promoter shall handover possession of the Apartment to the Allottee on or before 31st December 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

(b) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, pandemic, epidemic, civil commotion or any other act of God or force majeure events;

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

(iii) terrorism, civil strife, strike, riots or

(iv) on account of any Court Proceedings or any notice, order, rule, regulations or notification of the Government and/or any other public or Competent Authority or

any order passed by any Court / competent authority/ judicial / quasi-judicial / body or administrative authority or

(v) extension of time for giving possession as may be permitted by the Regulatory Authority under RERA due to such circumstances as may be deemed reasonable by the Authority;

And in any of the aforesaid events the time for delivery of possession of the said premises to the Allottee shall stand extended by such period of delay.

6.7 The Promoter, upon obtaining the part Occupancy certificate/ Full Occupancy certificate from the competent authority shall offer in writing to the Allottee/s the possession of the said Apartment. Upon receiving the letter for Possession from the Promoter, the Allottee/s shall obtain a revalidation of the Home Loan sanction from HDFC. and submit the same to the Promoter along with the balance consideration to be paid under this Agreement within 15 days from the date of receipt of such offer in writing. Time is the essence of this Agreement. In the event, at the time of revalidation of the loan sanction, due to any reason HDFC. cancels the loan sanction, then the payment of the instalments shall be converted into CLP with same booking date and the Allottee shall pay the applicable payment due as per the CLP annexed as mentioned in **Annexure K**. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

6.8 If within a period of five years from the date of handing over the said Apartment to the Allottee, subject to the Allottee taking possession within a period of 15 days from the date the Promoter offers possession to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

6.9 It is expressly clarified that:

(a) The Promoter shall not be liable for any defects as aforesaid if the same have been caused by reason of the Allottee/s carrying/having carried out any alterations or puncturing of any nature whatsoever in the structure of the said premises/said Residential Tower as also to the core infrastructure, which shall include but not be limited to columns, beams, etc. or in the fittings therein. In particular it is clarified and expressly agreed that the Allottee 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 Promoter the defect liability shall automatically become void.

(b) The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the apartment by the Allottee/authorized occupants/vagaries of nature. The Allottee has been made aware and the Allottee agrees that the regular wear and tear of the apartment/Residential Tower includes minor hairline fissures on the external and internal walls including the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(c) The Promoter shall not be responsible or held liable for any defects caused due to the work or alterations carried out in the adjoining flats by the Allottes which may result in damage or defect to the flat of this Allottee.

(d) Before any liability of defect is claimed by the Allottee, the parties agree to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report with regard to the material used in the structure of the apartment/Residential Tower and in the workmanship executed keeping in mind the aforesaid clauses of this Agreement.

6.10 If, for any reason the Promoter is unable or fails to give possession of the said premises to the Allottee by the date specified above, and also any further extended date/s, as the case may be (whichever is later), in such case only, the Allottee shall be entitled to give notice to the Promoter terminating this Agreement.

6.10.1 In the event of the Allottee terminating this Agreement due to any reason whatsoever, prior to handing over the possession of the said Apartment the

Promoter shall first refund HDFC the principal amount disbursed under the Home Loan Sanction and all the amounts due thereon, and subsequently refund the balance amount paid by the Allottee/s after deducting Stamp Duty and Registration charges (Applicable as per Govt. norms & date of cancellation of the agreement), Brokerage amount (if paid any), Govt. taxes, other out of pocket expenses, legal expenses & interest and it will be subject to allotment or sale of the said Apartment to any third party or person, and the Allottee shall be bound to accept the same by way of full and final settlement. The Allottee shall have no rights on the said Apartment and shall give us irrevocable consent to sell the said Apartment to third party and collect the original title documents from HDFC.

6.10.2 In the event of delay from Promotor as referred in clause 6.10 and in the event the Allottee not terminating this Agreement, the Promoter shall be liable to pay to the Allottee interest at State Bank of India highest Marginal Cost of Lending Rate on all the amounts paid by the Allottee to the Promoter for each month of delay till handing over the possession of the said Apartment.

6.10.3. If as a result of any legislative order or regulation or direction of the Government or public authorities or an aforesaid Force Majeure condition which cannot be resolved within a reasonable time, the Promoter is unable to give possession of the said premises to the Allottee, the Promoter shall return to the Allottee the total amount(attributable to the said premises) that has been received from the Allottee (in terms of this Agreement) except the booking amount, save as aforesaid, the Allottee shall have no right/claim of any nature whatsoever relating to the said premises or against the Promoter or otherwise on any account whatsoever and howsoever.

7 COVENANTS OF ALLOTTEES

7.1 The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15days of receiving the occupancy certificate of the Project.

7.2 Without prejudice to the rights of the Promoter to charge interest and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including

his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of 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 Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, 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 Promoter shall be entitled to forfeit 10% percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 90 (ninety) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount and the brokerage charges, if any, refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper. It is clarified that even in case where the possession of the Apartment has been granted to the Allottee after receipt of the payment of the entire Sale Consideration from the Allottee, the Allottee shall be bound to pay his/her/its proportionate share of taxes levied by concerned local authority and other outgoings to the Promoter (until the Society is formed) and in the event of failure to make the payment of the same in the manner provided in this Agreement, the Promoter shall be entitled to terminate this Agreement in the manner provided in this Clause and upon such termination, the Allottee shall

handover the possession of the said Apartment within a period of 30 (thirty) days from the date of the termination and in case of failure by the Allottee to handover the possession of the Apartment, the Promoter shall be entitled to seek recovery of the possession of the said Apartment in addition to seek the payment of any outstanding dues together with the Interest State Bank of India highest Marginal Cost of Lending Rate thereon.

7.3 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter, anytime on or before the date of possession as mentioned in clause 6.7 above, to the Allottee, intimating that the said Apartments are ready for use and occupancy.

7.4 Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.7 such Allottee shall continue to be liable to pay maintenance charges as applicable and property tax charges if any.

7.5 The Allottee shall use the said Residential Unit or any part thereof or permit the same to be used only for purpose of residence while the Commercial Unit shall be used only for commercial purposes and the Allottee shall use the car parking space only for purpose of keeping or parking his/her vehicle.

7.6 The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the amenities in common with other allottee/s. As also the Allottee shall be entitled to use only such amenities which are available in the said building "Amaryllis Towers and Plaza".

7.7 The Project included with amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. on the Project shall be an integral part of the layout of the development of the Project and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

- 7.8 The Allottee/s shall be required to pay a onetime non-refundable, non-adjustable, non-transferable fee with respect to the gymnasium and sports amenity charges as specified in this Agreement. However, allottee shall be liable to pay maintenance charges as per the amount decided by the society.
- 7.9 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Apartment, subject to the terms and conditions of this Agreement.
- 7.10 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Land and the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Building and Land is transferred to the Society/Limited Company or other body.

8 FORMATION OF SOCIETY

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

8.2 Within a period of 3 months of obtainment of the Occupation Certificate, the Promoter shall submit application/s to the competent authorities for formation of a Society, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body"). The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Proposed Society and its members/intended members, and the Promoter shall not be liable toward the same.

8.3 The Promoter shall, within three months of registration of the Society execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the said Land and in all areas, spaces, common areas, facilities and amenities in the said Land on which the said building is situated. The costs, expenses, charges, levies and taxes on the Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone.

8.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the RERA carpet area of the said Apartment) of outgoings in respect of the said Land and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, house-keeping professionals and all other expenses necessary and incidental to the management and maintenance of the said Land and said Building. Until the Society or Limited Company is formed and the said Building is transferred to it, the Allottee shall pay into the maintenance account such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay into the maintenance account provisional monthly contribution of **Rs. ____/- (Rupees _____ Only)** per month towards the outgoings. The amounts so paid by the Allottee shall not carry

any interest and remain in the maintenance Account until a conveyance/assignment of lease of the said Building is executed in favour of the Society or a Limited Company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Building, the aforesaid amounts shall be paid over to the Society or the Limited Company, as the case may be.

8.5 The Promoter will retain air rights (including the air rights above the Project, the Project) for branding and designation of the Promoter with respect to the development of the Larger Land. The conveyance to the Society, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Project and the right to designate and brand the development of the Project as a 'Nahar Builders Ltd' or 'Nahar Amrit Shakti' project.

8.6 The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

PARTICULARS OF CHARGES	AMOUNT
Advance Maintenance for 12 months @ Rs.12/- per sq. ft. approx.	
Advance Property Tax for 12 months @ Rs.28/- per sq. ft. approx. or applicable as per government norms at the time of possession	
Gymnasium and sports amenity charges [one time amount to be paid to Promoter]	
Development Charges [one time amount to be paid to Promoter]	
Electrical Meter & Water Meter Charges	
Mahanagar Gas Pipe	
Legal Charges	
Cost of Formation of Co-operative Society	
Share Application Money	

Additional Member application	
-------------------------------	--

8.8 At the time of registration of conveyance of the said property, the Allottee shall pay to the Promoter, the Allottees' share of cess, taxes, stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the said property.

8.9 The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other purchasers of flats/units/premises in the Building and/or on the said Land/Whole Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises in the said Building including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the said building shall object to the Promoter laying through or under or over the said 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 Land.

9 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

9.1 The Promoter has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the project;

9.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- 9.3 There are no encumbrances upon the project land or the Project;
- 9.4 There are no litigations pending before any Court of law with respect to the said Land;
- 9.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, said Buildings and common areas;
- 9.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 9.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- 9.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 9.9 At the time of execution of the conveyance deed of the said Building to the Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building to the Association of the Allottees;
- 9.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other

outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

9.11 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 Land) has been received or served upon the Promoter in respect of the said land and/or the project except those disclosed in the title report.

9.12 Upon an application made by the Promoter, State Level Environment Impact Assessment Authority [SEIAA] has granted Environmental Clearance [EC] to the project by Approval bearing no. SIA/MH/MIS/143005/2020 dated 25th June 2020.

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

9.14 The Promoter represents to the Allottee that assigned parking space/s shall be allotted by the Promoter in the MLCP building as per clause 2(ii) above.

9.15 The Promoter represents to the Allottee that some flats on the ground floor are attached with pocket garden for exclusive use by such respective flat.

9.16 A portion of the terrace adm287.08 sq. ft. in each flat on the 18th floor appurtenant to Flat Nos. 1803 in wing A and 1806 in wing C of the project shall be exclusively used and maintained by the owners of the said respective flats.

9.17 The Promoter has informed the Allottee/s that it has availed of certain credit finance facilities to the tune of Rs.115,00,00,000/- (Rupees One Hundred and Fifteen Crores only) from Tata Capital Housing Finance Ltd. (TCHFL) for the purpose of development of the said Land and that the said Apartment has been given as security for the same and a "No Objection" certificate has been obtained from the TCHFL for sale of the said Apartment to the Allottee/s

in pursuance hereof. A copy of the No Objection Certificate is annexed hereto and marked as **Annexure 'L'**.

9.18 The Promoter shall provide 2 passenger lifts and 1 service / fire lift in each wing of the residential building and 6 car lifts + 2 passenger lifts in the MLCP Building.

10 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee/s for himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows:-

10.1 To maintain the said Apartment at the Allottee's own cost in good and tenant able repair and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

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

10.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to

be done anything in or to the said Building in which the said Apartment is situated or in the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 10.4 A separate dedicated DG power meter back up shall be provided by the Promoter exclusively to commercial units. The owners of the commercial units shall proportionately share the common charges for the DG unit and the owners of the residential units shall not have any liability for the same.
- 10.5 The commercial units shall be provided with a separate water connection for commercial use. The owners of the commercial units shall proportionately share the common charges for such water connection and the owners of the residential units shall not have any liability for the same.
- 10.6 A space above each commercial unit shall be demarcated and provided only for AC outdoor units of the Commercial Units at 2nd floor level and access to the said outdoor units for maintenance and other services shall be from the common shaft of the tower. The said dedicated space shall be used and maintained by the respective owners of such commercial units only and access to the same shall also be provided to the Shop Owner's Association. Owners of residential units shall not be entitled to use the said space for AC outdoor units and it shall be for exclusive use of the owners of the commercial units only.
- 10.7 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme or the facade of the said Building by installing grills [other than such grills with design as provided by the Promoter which shall only be installed from the inside] etc. in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause

damage to columns, beams, walls, slabs or RCC, Pardis or other structural members including the firefighting systems laid in the said Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 10.8 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 10.9 Not to throw dirt, rubbish, rags, garbage or medical waste and other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the said Building in which the said Apartment is situated.
- 10.10 Not to do any act by which the elevation or the outer look of the building is affected.
- 10.11 Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- 10.12 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- 10.13 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 10.14 The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the

apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

10.15 The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

10.15.01 As stipulated above, upon formation of Society, the Allottee agrees to abide by the rules laid down by the Society in particular with respect to use of water from the Sewage Treatment Plant [STP].

10.16 Till a conveyance of the structure of the said Building or of the said Land on which the said Building in which the said Apartment is situated, is executed in favour of the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and Building or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, electrical cables, water covers, gutters, wires, walls, firefighting systems, meter rooms, inspection chambers, manholes or other conveniences belonging to or serving or used for the said Building, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

10.17 The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the said Building.

10.18 Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas,

facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand) to the Promoter / the maintenance account / the Society, as the case may be, on each such occasion.

11 RIGHTS OF PROMOTOR TOMORTGAGE

The Promoter shall have all right to mortgage the unsold units in the building either before or after formation of the Society.

12 CONSTRUCTION OF AGREEMENT

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

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

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

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

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

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

12.7 No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

13 INDEMNITY

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants,

representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

14 ENTIRE AGREEMENT

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

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

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

15 NOTICES

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

Name

Address

Notified Email ID:

Name of Promoter: Nahar Builders Limited

(Promoter Address): First Floor, Mahalaxmi Chambers, 22 Bhulabhai Desai Road,
Mumbai – 400 026

Notified Email ID: doc_srmgr@nahargroup.co.in

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

16 NON-RESIDENT INDIANS

It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

17 JOINT ALLOTTEES

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

18 COSTS AND EXPENDITURES

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

19 **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Real Estate Regulatory Authority as per the provisions of RERA.

20 **GOVERNING LAW**

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

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Land)

Sector R-6 consisting of land bearing CTS No. 52/A/A admeasuring 7300.00 square meters situate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East : by 18.30 mt. existing D.P. Road, having CTS No.52A/4

On or towards the West : by property bearing CTS no.41
(pt) of village Chandivali .

On or towards the South : partly by CTS no.41/A/3 and CTS No. 52/A/B of
Village Chandivali

On or towards the North : partly by CTS no.41 A/1 and CTS No. 52/A/C of
village Chandivali

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Apartment)

All That Apartment bearing Premises no. _____ admeasuring approximately _____square feet in ____ wing on the____floor in the building to be known as“**AMARYLLIS TOWERS AND PLAZA**” on the said Property together with ____ covered car parking admeasuring ____sqmts approx. in the MLCP building.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Description of Common Areas in the Project)

- (i). The entire land for the real estate project consisting of building known as “Amaryllis Towers and Plaza”;
- (ii). The stair case, lifts, lift lobbies, fire escapes and common entrances and exits of the building.
- (iii). The common basement, terraces, parks, play areas, and common storage spaces; common toilets, Society office.
- (iv). The premises for the lodging of person employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- (v). Installation of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy, backup power supply and firefighting system
- (vi). The water tanks, sumps, motors, fans, compressors, ducts all apparatus connected with installations for common use;

(vii). All community and commercial facilities as provided in the real estate project.

(viii). All the other portion of the project necessary or convenient for its maintenance, safety etc. and in common use;

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Description of fixtures, fittings, and amenities)

EXTERNAL SPECIFICATIONS

Facilities:

Landscaped Garden
 Paved and Soft-Scape Areas
 Compound wall with Lighting and Paint Finish.
 Entrance Gate
 Solar Panel

Lift and Lift Lobbies:

Ground floor Lobby with designer tile /Marble/granite
 High Speed Elevators
 Decorative Lighting in main entrance lobby

Parking:

Exclusive Multi Level Car Parking Building with
 Gymnasium and recreational activities on 8th floor [part]of the MLCP Building
 EV charging points

Safety And Security:

CCTV cameras in common areas
 Intercom Connection in all Flats
 Fire Fighting Systems

INTERNAL SPECIFICATIONS

Living Room and Dining Room:

Vitrified Tiles
 Television, Lighting &Telephone Electrical Points

Kitchen:

Granite Top Kitchen Platform

Branded Kitchen Sink
Provision for Mahanagar Gas Pipeline

Bathrooms:

Full Height Tile Dado
Branded Sanitary wares
Branded Faucet fittings and fixtures

Doors and Windows:

Entrance door in wooden frame.
Aluminium Powder Coated / anodized windows with clear / tinted glass
Internal Doors with wooden door frame.

Painting :

Gypsum internal walls with premium colour coats

SIGNED AND DELIVERED)

by the within named **Promoter**)

NAHAR BUILDERS LIMITED)

Through its authorized representative)

Mr. S. B. NAHAR)

authorized by board resolution)

in the presence of :) **(DIRECTOR/AUTHORISED SIGNATORY)**

1.

2.

SIGNED SEALED AND DELIVERED)

by the within named "**ALLOTTEE/S**")

_____)

_____)

in the presence of :)

1.

2.

Received on the day and year first)

hereinabove written of from the)

we say received

within named Allottee, the sum of)

For NAHAR BUILDERS LTD

Rs _____/- (Rupees _____))

Only))

Being the amount as mentioned)

DIRECTOR/AUTHORISED SIGNATORY

hereinabove payable by him/her to us)

(BUILDERS)

WITNESSES;

1.

2.

NAHAR BUILDERS LIMITED _____

Annexure K

CLP PLAN FOR RESIDENTIAL UNITS

Sr. No.	Payment Schedule	Instalment Amount	CGST (in)	SGST (in)
1.	On booking			
2.	On agreement registration of said flat within 45 days of booking			
3.	On completion of plinth			
4.	On completion of 3 slab of the said tower			
5.	On completion of 6 slab of the said tower			
6.	On completion of 9 slab of the said tower			
7.	On completion of 12 slab of the said tower			
8.	On completion of 15 slab of the said tower			
9.	On completion of 18 slab of the said tower			
10.	On completion of Terrace slab of the said tower			
11.	On completion of internal walls of said apartment			
12.	On completion of floor tiles of the said apartment			
13.	On completion of electrical fitting of said apartment			

14.	On completion of door shutters of said apartment			
15.	On lift installation and completion of external paint work of said tower			
16.	On offer of possession of said apartment			
	Total			

The total consideration for the apartment to be borne by the Allottee consists of the following components:

Particulars	Amount [INR]
Sale Consideration	
GST on the purchase price	
Society and other charges	
GST on society charges	
GRAND TOTAL [all-inclusive]	