

**DRAFT AGREEMENT FOR SALE**

THIS AGREEMENT is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**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 **ONE PART**;

AND

\_\_\_\_\_ [PAN : \_\_\_\_\_] and \_\_\_\_\_ [PAN : \_\_\_\_\_] Indian Inhabitant/s at present residing 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 his/ her/ their respective heirs, executors, administrators and permitted assigns) 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 **OTHER PART**.

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

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**WHEREAS**

**A. TITLE**

- A.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**”);
- A.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**”);
- A.3. Thereafter, by five separate Agreements, all dated 3<sup>rd</sup> 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 3<sup>rd</sup> December, 1990;
- A.4. By two separate Tripartite Agreements, both dated 18<sup>th</sup> January, 1991made 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;
- A.5. By two Deeds of Declaration, both dated 10<sup>th</sup> September, 2007 made and entered into between the Owners, the Corporation and Messrs Nahar Enterprises, the parties registered the aforesaid Tripartite Agreements, both dated 18<sup>th</sup> January, 1991 with the office of the Sub Registrar of Assurances at Kurla No. 3, under serial no. BDR13/7073/2007 and BDR-13/7071/2007 respectively;

- A.6. By a Deed of Dissolution dated 16<sup>th</sup> April, 1999, the partners of Messrs Chandivali Development Corporation dissolved the said firm with effect from 1<sup>st</sup> April, 1999;
- A.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 7<sup>th</sup> April, 2003 was executed between the Owners and Messrs Nahar Enterprises;
- A.8. Mr. Ravindra Kapadia, the Sole Arbitrator made and published his Award dated 5<sup>th</sup> October, 2007 which was subsequently registered with the office of the Sub-Registrar of Assurances at Kurla-3 bearing Serial No. 7721 of 2007;
- A.9. In terms of the Arbitral Award dated 5<sup>th</sup> October, 2007, a Supplementary Agreement dated 15<sup>th</sup> 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 5<sup>th</sup> October, 2007;
- A.10. A Power of Attorney dated 15<sup>th</sup> October, 2007 made and executed by the Owners in favour of Sukhraj B. Nahar, Sohinidevi 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;
- A.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 15<sup>th</sup> October, 2007;

- A.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 9<sup>th</sup> 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;
- A.13. The Promoter has got a Master layout of the said Larger Land prepared by its Architects and has obtained approval of the same from Municipal Corporation for Greater Mumbai ("MCGM") for approval/ sanction;
- A.14. As per the layout sanctioned by the MCGM, the said Larger Land has undergone sub-division and amalgamation from time to time, the said larger property has been divided into various sectors, each sector comprising of several lands bearing varied cadastral survey numbers;
- A.15 One such sector being Sector R1B of land bearing CTS No. 30/A/1/11/C, 31, 31/1, 32, 33, 36/A/G totally admeasuring 14712.25 sq. meter situate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai Suburban .(hereinafter referred to as the "Said Land") more particularly described in the **FIRST SCHEDULE**.
- A.16 The photocopy of the report on title 16<sup>th</sup> March, 2025 issued by M/s. FF & Associates, Advocates is annexed hereto and marked as **Annexure "A"** and the extract of the Property Register Card in respect of land bearing CTS No. 30/A/1/11/C, 31, 31/1, 32, 33, 36/A/G is annexed hereto and marked as **Annexure "B"**;

## B. DECLARATION

- B.1. The Promoter proposes to construct 3 Towers/Buildings consisting of 2 wings each in the Project known as "**Nahar's Chandi Valley Phase-I**" on Sector R1 B admeasuring 14712.25 sq. meters, comprising of Basement + Lower Ground + Mid

Ground+ Upper Ground + Podium Top + 14 upper floors (hereinafter referred to “said Building”) on the said Land by utilising F.S.I. of 47,564.35 sq. meter. out of the total permissible F.S.I. of 59584.61 sq. meter and any further additional FSI including premium FSI which may be available to be utilised on the Sector R1B 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;

- B.2. The building/s to be constructed on Sector R1B are hereinafter collectively referred to as “**Buildings**,”
- B.3. 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 JW Consultants, Structural Engineer for the preparation of the structural designs and drawings of the Buildings and the Promoter accepts the professional supervision of the Architect and the Structural engineer till completion of the Buildings;

### C. APPROVALS

- C.1. The Promoter has registered the Buildings 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 agent s, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no. \_\_\_\_\_ , authenticated copy of the certificate of registration is annexed hereto and marked as **Annexure ‘C’**;
- C.2 While sanctioning the plans, if concerned local authority and/or Government lays certain terms, conditions, stipulations and restrictions, the same shall be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

- C.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.
- C.4. The principal and material aspects of the development of the Buildings as sanctioned under the RERA Certificate, are briefly stated below-
- i. The Promoter proposes to construct 3 Towers/Buildings consisting of 2 wings each in the Project known as “ **Nahar’s Chandi Valley Phase-I**” on Sector R- 1B admeasuring 14712.25 sq. meters comprising of Basement+ Lower Ground+ Mid Ground+ Upper Ground + Podium Top + 14 upper floors (hereinafter referred to “said Building”) by utilising F.S.I. of 47,564.35 sq. meter. out of the total permissible F.S.I. of 59,584.61 sq. meter and any further additional FSI including premium FSI which may be available to be utilised on the Sector R-1B. Wing A of Tower 1 shall be known as “Valerian”, Wing B of Tower 1 shall be known as “Violet”, Wing C of Tower 2 shall be known as “Verbena”, Wing D of Tower 2 shall be known as “Viburnum”, Wing E of Tower 3 shall be known as “Veronica”, Wing F of Tower 3 shall be known as “Vervain”.
  - ii. Total FSI of 47,700.00 sq. meters has been approved 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;
  - iii. The common areas, facilities and amenities in the said Building that may be usable by the Allottee are listed in the **SECOND SCHEDULE** hereunder written (“**Building Amenities**”).
  - iv. The common areas, facilities and amenities in the Project developed on Sector R-1B that may be usable by the Allottee are listed in the **SECOND SCHEDULE** hereunder written (“**Project Amenities**”).
  - v. The Promoter shall be entitled to put/place/erect hoarding/boards/advertisements/signage including their Brand Name viz.

Nahar, Nahar Group or Nahar Builders Ltd or Nahar Amrit Shakti or Nahar Chandi Valley Phase-I etc in such form as the Promoter may deem fit including but not limited to Neon Signs, MS Letters, Vinyl & Sun Boards on the said Buildings and on the façade, terrace, parapet wall/s, compound wall and/or any other part of the said Buildings and/or the said Land and the Promoter shall deal with such spaces at its sole discretion. The Promoter shall not be liable to pay any fees/charges to the Society or Allottee/s in his /her individual capacity nor as member of the Society for erection of such boards/advertisements/signage. The Promoter shall deal with such hoarding/boards/advertisements/signage as its sole discretion even after conveyance to the Society and the Allottee agrees not to dispute or object to the same. The Promoter, its servants or its agents shall at all times have full and free right of way and means of access to such place or places for the purpose of installing/erecting and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signages installed. The Promoter shall also be entitled to place, select, decide hoarding/board sites. The Promoter shall not be liable to pay any fees / charges to the Society for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).

- vi. 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.
- vii. Copies of Intimation of Disapproval has been obtained for Sector R- 1B on 25<sup>th</sup> July' 2006 bearing No. CE/3947/BPES/AL issued by the MCGM. The copies of the IOD are annexed hereto and marked as **Annexure 'D'**.
- C.5 On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Sector R-1 B 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;
- C.6 The authenticated copies of the plans of the layout as approved by the concerned local authority have been annexed hereto and marked as **Annexure 'E1'**;
- C.7. The authenticated copies of the plans of the Layout as proposed by the Promoter

and according to which the construction of the building and open spaces are proposed to be provided for on the said project concerned local authority have been annexed hereto and marked as **Annexure 'E2'**;

- C.8. The authenticated copies of the Apartment plans and specifications as sanctioned and approved by the concerned local authority have been annexed hereto and marked as **Annexure 'F'**;
- C.9. The Promoter has obtained Commencement Certificate ("CC") for Sector R-1B dated 25<sup>th</sup> April' 2025 bearing No. CE/3947/BPES/AL/CC/1/Amend a copy thereof is annexed hereto and marked as **Annexure 'G'**; balance CC shall be obtained progressively;
- C.10. 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 'H'**;
- C.11. The Promoter has accordingly commenced construction of the said Building in accordance with the sanctioned plans;

#### **D. PURCHASE OF PREMISES & SALE PRICE**

- D.1. The term "Apartment" in this agreement shall mean and include both residential flat/unit and commercial unit unless wherever specifically mentioned;
- D.2. The term Allottee shall mean to include the Investors in respect of both residential units as well as commercial units
- D.3. The Allottee has applied to the Promoter for allotment of an Apartment bearing No. \_\_\_\_\_ measuring approximately \_\_\_\_\_ sq. meters carpet area on \_\_\_ floor in the \_\_\_\_\_ wing of Tower \_\_\_\_\_ (hereinafter referred to as the "**said Apartment**" and more particularly described in the **SCHEDULE A** hereunder written) .
- D.4. 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;

- D.5. 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.
- D.6. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Apartment along with \_\_\_\_ Car Parking Space, at or for the flat sale consideration of **Rs. \_\_\_\_/- (Rupees: \_\_\_\_ Only)** and upon the terms and conditions mentioned in this Agreement ("**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 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 Sale Consideration in the manner set out in the Agreement;
- D.7. 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;
- D.8. 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.

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

Sr. No.	Annexure No	Annexure details
1	Annexure "A"	Report on Title
2	Annexure "B" colly	Property Cards
3	Annexure 'C'	Authenticated copies of the RERA Registration Certificate
4	Annexure 'D'	Authenticated copies of IOD issued by MCGM
5	Annexure 'E1',	Authenticated copies of the approved layout plans.
6	Annexure 'E2',	Authenticated copies of the proposed layout plans
7	Annexure 'F'	Authenticated copies of the approved Apartment plans
9	Annexure 'G'	Commencement Certificate
10	Annexure 'H'	Environment Clearance Certificate
11	Annexure 'I'	Parking Plans
13	Annexure 'J'	CLP for Residential Units
14	Annexure 'K'	CLP for Commercial Units
15	Annexure "L"	Copy of the Key Plan

**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**

- i. 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. mts or thereabouts on the \_\_\_\_floor in the \_\_\_\_Wing of \_\_\_\_ Tower (hereinafter referred to as the "said **Apartment**" and more particularly described in the **SCHEDULE A** hereunder written) for the consideration of **Rs. \_\_\_\_/- (Rupees: \_\_\_\_ Only). ("Sale Consideration")**.

ii. The allotment includes \_\_\_ covered Car parking facility out of which 1) \_\_\_\_\_ Nos. of parking shall be tandem (back to back), each admeasuring \_\_\_sq. meter approx. having \_\_\_ft. length X \_\_\_\_\_ ft breadth X \_\_\_ft vertical clearance AND / OR 2) \_\_\_\_\_ Nos. of parking shall be Stack parking each admeasuring \_\_\_sq. meter approx. having \_\_\_ft. length X \_\_\_\_\_ ft breadth X \_\_\_ft vertical clearance and situated either at Basement and/or Lower Ground and/or Mid Ground and/or Upper Ground in the said building, as shown in the plan hereto annexed at **Annexure "I "** for consideration of Rs\_\_\_\_\_. The Apartment along with car parking space shall be hereinafter referred to as the **"Said Premises"**

iii. The total aggregate consideration amount for the apartment including the covered parking spaces is thus Rs.\_\_\_\_\_

iv. Further, at the express request of the Allottee, the Promoter may at its sole discretion offer a rebate to the Allottee /s in case the Allottee desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee complying with all its obligations under this Agreement including timely payment of the instalments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/withdrawal. The early payments received from the Allottee under this clause shall be adjusted against the future milestone payment due and payable by the Allottee.

v. The Sale Consideration stated above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Service Tax, Services Tax and Cess or any other similar taxes or levies which are levied or which may be levied, in connection with the construction of and carrying out the Project or in connection with the transaction covered by this Agreement) and the same shall be payable by the Allottee on demand at any time and the Promoter shall not be held liable or responsible in respect thereof. In the event of onus and responsibility being cast upon the Promoter to pay any such taxes including taxes as may be levied on the labour and/or constructions charges, it shall be the obligation of the Allottee to pay the same to the Promoter who shall thereafter pay the same to the Concerned Authority.

vi. The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (10% of the Sale Consideration) as Advance Payment/ Application Fees and hereby agrees to pay to the Promoter the balance amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) and shall be deposited in MahaRERA Designated

Collection Bank Account, \_\_\_\_\_ Bank , \_\_\_\_\_ Branch having IFS code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, the Promoter has opened in the same bank, MahaRERA Designated Separate Bank Account and MahaRERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner :

i. Amount of Rs \_\_\_\_\_-(not exceeding 30% of the total consideration) to be paid to the Promoter after execution of Agreement.

ii. Amount of Rs \_\_\_\_\_-(not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs \_\_\_\_\_-(not exceeding 70% of the total consideration) to be paid to the Promoter on completion of slabs including Podium and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs \_\_\_\_\_-(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of walls, internal plaster, floorings, doors and window of the said Apartment.

v. Amount of Rs \_\_\_\_\_-(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of Sanitary Fittings, staircases, lifts, wells, lobbies upto the floor level of the the said Apartment.

vi. Amount of Rs \_\_\_\_\_-(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the said building or the wing in which said Apartment is located.

vii. Amount of Rs \_\_\_\_\_-(not exceeding 95 % of the total consideration ) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of area appertaining and all other requirements as maybe prescribed in this Agreement in the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs \_\_\_\_\_ against and at the time of handing over of possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

### 3. DISCLOSURE TO THE ALLOTTEE

3.1. The Promoter is constructing 3 towers /buildings consisting of 2 wings each in the Project to be known as **“Nahar’s Chandi Valley Phase-I”** consisting of Basement + Lower Ground + Mid Ground+ Upper Ground + Ground +Podium Top + 14 upper floors on the land on Sector R- 1B admeasuring 14,712 sq. meters situate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai City and Mumbai Suburban 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 said 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 and specifications of the buildings or the common area.

3.3. The Promoter reserves the right to hand over possession of the Apartment/Parking based on the part Occupation Certificate received depending upon which possession of Apartment upto 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 Apartment 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.

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

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/ infrastructure 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. Subject to receiving the necessary No Objection Certificate (NOC) or permission from the Directorate General of Civil Aviation (DGCA), the height of the building shall be altered/increased, and three additional floors shall be added. In the event the DGCA does not issue the required NOC or permission, the available Floor Space Index (FSI) shall be utilized on the ground floor of the project.

#### 4. RIGHTS AND ENTITLEMENTS OF THE PROMOTER

4.1. The Promoter hereby declares that the Floor Space Index Permissible BUA as on date in respect of the project land is 59584.61 square meters only and Promoter has planned to utilize Floor Space Index by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by it on the said land in the Project and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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 Promoters contemplate utilizing Additional F.S.1/ T.D.R. for constructing additional floors and/or putting up additional construction in/to/upon the said building/s, if so permissible, so long as further construction is being carried on/completed by the Promoters in accordance with the building plans sanctioned by the Municipal Corporation of Greater Mumbai, and it is agreed that:-

a. Upon the Promoters obtaining, from the Municipal Corporation of Greater Mumbai the Occupation Certificate in respect of the floor on which the said premises are located, the Allottee shall pay the balance of the consideration/purchase price and obtain from the Promoters possession of the said premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement;

b. The Promoter shall be entitled to continue construction of such additional floors/construction and the rest of the building in accordance with the building plans that may then have been sanctioned by the Municipal Corporation of Greater Mumbai;

c. No obstruction or hindrance shall be caused by the Allottee to such further construction by the Builders;

d. The Promoter shall be entitled to sell the premises in such additional construction in/upon the said building/s on ownership basis by an Agreement in a form similar to or as near as possible to this Agreement and to receive for itself the consideration in respect thereof and that the Allottee of such additional premises shall be entitled to be the members of the Co-operative Society/ Condominium or Association that will be formed by the Allottee/s of the premises in the building. No obstruction/objection of any sort shall be made or raised by the Allottee in this connection.

e. Suitable covenants reserving the aforesaid rights of the Promoters shall be incorporated in the Deeds of Apartment/Conveyance to be executed in respect of the said building/s thereon in favour of the Allottee/s.

f. In the event of any additional FSI in respect of the said Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the said Land as may be permissible.

- 4.4. 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 4.5 below.
- 4.5. 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 of this Agreement.
- 4.6. 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.

- 4.7. 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.
- 4.8. 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/s 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 Sector R-1/B and the said Building and such unsold unit or any part thereof for upkeep and maintenance of the same.
- 4.9. The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said land, the Apartments, the Buildings, the Larger Property or any part thereof including any common areas facilities and amenities on such terms and conditions as it may in its sole discretion deem fit.

## 5. PAYMENTS, LOANS AND MORTGAGES

- 5.1. On a written demand made by the Promoter to 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 demand without any delay or default.
- 5.2. For payment of instalments of the consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Allottee shall be entitled to avail a loan from a bank/financial institution as stated in the Payment Schedule being in Annexure J/K and to mortgage the said Premises by way of security for repayment of the said loan to the Bank, 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.

- 5.3. In the event of default or neglect in the payment of any instalment of consideration amount payable under this Agreement the Allottee shall be liable to pay SBI MCLR/BPLR +2% per annum for the period of default.
- 5.4. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan/mortgage of the said premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, 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.
- 5.5. 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.
- 5.6. 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) subject to clause 2(vi)

## 6. ALLOTTEES RIGHTS AND ENTITLEMENTS

- 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 Allottee/s 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(vi) 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 Premises 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 **SECOND SCHEDULE** hereto. ( Referred to as Building Amenities)
- 6.6 (a) The Promoter shall handover possession of the Apartment to the Allottee on or before 31<sup>st</sup> December'2030. 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 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, civil commotion or any other act of God;

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

6.7. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Premises, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee

.The Allottee shall obtain a revalidation of the Home Loan sanction from the Bank 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 Bank cancels the loan sanction, then the payment of the instalments as per the CLP annexed at **Annexure J & Annexure K.**

6.8. 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.

6.9. If within a period of five years from the date of handing over the said Premises 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, in the event any structural defects in the apartment or building in which the said apartment is situated or any defects workmanship, quality and provision of service is noticed, in such case the Promoter and the Allottee/s shall collectively approach the third party contractor(s), appointed by the promoter for construction and execution of the Project, for the rectification of the defect(s).

6.10. 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 Building 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 wilful 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 Apartment by the Allottees which may result in damage or defect to the flat of this Allottee.

(d) In spite of all the necessary steps and precautions taken while designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other Apartment in the Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee and any other allottee of the Project and the Allottee shall not raise any claim(s) against the Promoter in this regard.

(e) All materials including granite, timber, tiles etc., contain veins and grains with tonality differences and though the Promoter had pre-selected such materials for installation in the Project, their non-conformity, natural discolouration or tonal

differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee shall not raise any claim(s) against the Promoter in this regard.

- 6.11 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.
- 6.12 In the event of the Allottee terminating this Agreement, it shall be the obligation of the Parties to jointly execute and register a Deed of Cancellation in respect of this agreement and the Promoter shall, within ninety days from the date of execution and registration of the Deed of Cancellation, refund to the Allottee the total amounts already received by the Promoter from the Allottee(as per the provisions of this Agreement). It is further clarified that in the event of termination of this Agreement by the Allottee (as provided in this clause) if any amount/s have been paid/reimbursed by the Allottee to the Promoter towards VAT and/or GST and/or Service Tax, the same shall be refunded by the Promoter to the Allottee subject only upon the same being received by the Promoter from the concerned government/ statutory authorities and only to the extent received. On tender of the refund of the deposit (and such interest, if any) by the Promoter to the Allottee, the Allottee shall have no claim whatsoever against the Promoter relating to the said premises or arising out of this Agreement and the Promoter shall be fully and absolutely entitled to deal with or sell/transfer/dispose off the said premises in any manner whatsoever in its sole discretion, without any claim, objection or obstruction by the Allottee and without further reference to or recourse by the Allottee. Any charges or stamp duty on execution of Deed of cancellation shall be borne by the Allottee.
- 6.13 In the event Allottee terminating this Agreement, due to any reason whatsoever, prior to handing over the possession of the said Premises the Promoter shall first refund the principal amount disbursed under the Home Loan Sanction and all the amount due thereon, and subsequently refund the balance amount paid by the Allottee 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 its no objection to sell the said Apartment to third party.

- 6.14 In the event of delay on behalf of the Promoter as referred in clause 6.11 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 Premises.

## 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 15 days 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% of the Sale Consideration ("**Liquidated Damages**") as and by way of agreed genuine pre-estimate of liquidated damages, the Promoter shall after deduction of the Liquidated Damages, stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise paid by the Promoters to any third party for facilitating, assisting in connection with the sale of the Premises or identifying to the Purchaser/s as a potential purchaser if any, refund the balance amount of the Sale Consideration to the Allottee within a period of 30 (thirty) days of the termination. The Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car parking and the Promoter shall be entitled to deal with and/or dispose off the said Premises 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 Premises 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 said Premises, the Promoter shall be entitled to seek recovery of the possession of the said Premises 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 said premises within 15 days of the written notice from the Promoter, anytime on or before the date of possession as mentioned in Clause 6.6 (a), to the Allottee, intimating that the said Apartment are ready for use and occupancy.

- 7.4. Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the said Premises 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 Premises to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.6(a) such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 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 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 Project. The Project Includes amenities and other areas that may be designated by the Promoter including common open areas, common landscapes and driveways etc. in or on the Project/Larger Land and shall be an integral part of the layout of the development of the Project and the Larger land. Club House/ Gymnasium/ Multipurpose Court and other facilities shall be situated in the common areas of the project.
- 7.7. The Allottee/s undertakes to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.
- 7.8. The Allottee/s of Residential Units shall be required to pay a one time non-refundable, non-adjustable, non-transferable fee with respect to the Club house membership charges as specified in this Agreement. However allottee shall be liable to pay maintenance charges as per the amount decided by the society. It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the

Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

- 7.9. The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.
- 7.10. Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment and shall keep the same unenclosed at all time.
- 7.11. Neither the Allottee nor the Society shall close the ingress and egress to the proposed underpass situated below the DP Road connecting R 1A & R 1B project, maintenance and BMC charges shall be equally borne by residents of Sector R-1A and R-1B. A provision for proposed Layout Open Space (LOS) has been made in Sector R1A which shall be available for use to the Allottees of Sector R 1B and R 1C.
- 7.12. 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 of the said Sector R-1/B and the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises 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 and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 7.13. In the event the Allottee wishes to transfer the said Premises to a third Party before formation of society/ Association, the Allottee shall obtain NOC from the Promoter subject to compliance of terms and conditions specified by Promoters.

## 8. FORMATION OF SOCIETY

- 8.1. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also

from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. Owners of both residential and Commercial Units shall together participate in the formation of one Society.

- 8.2. 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 Deed of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other Competent Authority.
- 8.3. 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. 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.
- 8.4. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 8.5. The Promoter shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company 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 to

the Apex Body/ Federation . 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.

IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that:

(a) The title to be conveyed to the Apex Body/ Federation, after construction and completion of the entire development work of the said land shall be the right, title and interest in all areas, spaces, common areas, facilities and amenities in the said Land on which the said building is situated. The Allottees hereby agree to acquire only the said Apartment and the specified car parking spaces. The said Conveyance shall be subject to the terms and conditions and covenants inter alia provided in this Agreement and as may be necessary for the optimum and beneficial development of the said land.

(b). The Promoters reserve to themselves the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads on the said land and the common Right of Ways at all times, by day and night, for all purposes.

8.6 The Allottees are aware that the Promoters are developing the said land contiguous/adjoining by construction of buildings thereon and allotment of the Apartment therein on ownership or otherwise, it is agreed that for convenience or otherwise, the Promoters shall be entitled to:

a. form an Apex Body in the form of a Federation or an Association for the management, maintenance and otherwise control and regulation of the affairs of all the building's comprised in the Sector and/or the said land as may be permissible and conveniently possible,

b. till the formation of an Apex Body. Adhoc Committee's shall be formed for the management, maintenance and otherwise control or regulation of the affairs of the respective building's comprised in the said land

c. to form an Apex Body of all the Co-operative Society for maintenance, management and otherwise control or regulation of the affairs of the common areas and facilities appertaining to the Sector R-1B

- 8.7. 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. At the time of obtaining possession of the said premises from the Promoters the Allottee shall pay to the Promoter, an estimated sum of Rs \_\_\_ (Rupees \_\_\_\_\_ only) per sq.ft. of the area of said premises towards Apex Body/ Federation expenditures, (which includes, inter alia, maintenance of the layout infrastructures) until the Apex Body / Federation is formed. In the event of the aforesaid sum paid towards expenditures being used up or becoming insufficient to make the payments for which the said sum is collected, the Allottee (along with the holders of all the different premises in the building in the Sector R-1B) shall be liable to bear the additional expenditures, in proportion to the respective built-up area of their concerned premises/building plots, as the case may be.
- 8.8. 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' or "Nahar Chandi Valley Phase I" or any other name that the Promoter may deem fit. Neither the Allottee or the Society shall at any time change the logo/signage of the branding of the Project

- 8.9. 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. ___/- per sq. ft. approx.	
Advance Property Tax for 12 months @ Rs. ___/- per sq. ft. approx or applicable as per government norms at the time of possession	
Club house membership charges [one time amount to be paid to Promoter]	
Development Charges/ infrastructure 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	

- 8.10 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 land.

- 8.11. 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 alongwith other Purchasers of Apartment/premises in the Building and/or on the said Land/ 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 Allottees of Apartment 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 Apartment 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 which are to be developed and constructed on any portion of the said Land.

8.12. The Allottees shall not enclose or cover the terrace/ ducts etc. without the written permission of the BMC and the Promoters and/or the Co-operative Society /Condominium, as the case may be.

8.13 The Allottee has been informed that so long as the area of the Apartment (agreed to be acquired by the Allottee from the Promoter) is not altered and the amenities set out in the Annexure and Schedule hereunder written are not altered, the Promoter shall be at liberty (and are hereby permitted) to make variations in the layout of the said Sector R-1B and/or elevation of the buildings including relocating the open spaces, structures, garden spaces, internal access road/s and other amenities sanctions for development of the said Land/s of Sector R-1 B, as the exigencies of the situation and the circumstances of the case may require. The Allottee expressly hereby consents to all such variations.

## 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, said 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 Premises 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 Premises 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, 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. EC24B039MH175985 dated 10<sup>th</sup> September' 2024 .
- 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 that as per approved requirement, 686 Car Parkings are available at Basement, Lower Ground, Mid Ground and Upper Ground to be allotted to the respective Allottees in the respective wings. The Allottee shall be assigned a car parking space in one of the four levels. The car parking space for the Residential units and Commercial units are separate. **The exact location**

and identification of such Car Parking space will be finalized by the Promoter at the time of handing over possession of the said premises and same shall be duly accepted by the Allottee without raising any grievances. The Promoter represents that appropriate provision for additional stack and pit parking shall also be provided for, over and above the approved requirement.

9.15 Refuge area in the said Building shall be provided on the 4<sup>th</sup> & 11<sup>th</sup> floor of the said building as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Allottee has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the building are required to do the following acts, deeds and things and/or required to observe the following:-

- a. Entrance door to the Refuge Area shall be painted or fixed with a sign painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY".
- b. Adequate drinking water facilities shall be provided in the Refuge Area.
- c. Adequate emergency lighting facility connected to the staircase, corridor lighting circuits shall be provided in the Refuge Area.
- d. The Co-operative Society formed by the Allottees shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.

9.16 The Owners of the Commercial Units shall be provided with separate access gate in addition to the existing provision for approach to the parking areas of the Commercial Units. They shall also have access to exclusive Car lift from the car parking areas to the Commercial Units, which shall be maintained by the Commercial unit owners.

## 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 tenantable 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

said 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. 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 fire fighting systems laid in the said Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. Not to affix any fixtures or grills on the exterior of the said buildings for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Apartment. The Allottee may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.

- 10.5. 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.
- 10.6. 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. If the Allottee or any member of the Allottee's family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall forthwith rectify any damage and default immediately, at their own cost.
- 10.7. Not to do any act by which the elevation or the outer look of the building is affected.
- 10.8. A dedicated space shall be demarcated and provided for AC outdoor units. The said dedicated space shall be used and maintained by the respective Allottee. The Allottee undertakes not to install a window air-conditioner within or outside the said Apartment. The Allottee is entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipment and machines of the air conditioners required to be fixed on outside wall must be erected only in consultation & as directed by the Promoter or Society.
- 10.9. 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.

- 10.10. 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.
- 10.11. 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 and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/it obtains the previous consent in writing of the Promoters, which said permission shall not be unreasonably withheld.
- 10.12. The Allottee shall observe and perform all the rules and regulations which the Society/Limited Company/Apex Body and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building, Apartment and car parking 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.
- 10.13. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body and Federation 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.
- 10.14. As stipulated above, upon formation of Society, the Allottee agrees to abide by the rules laid down by the Society/ Limited Company/ Apex Body/ Federation in particular with respect to use of water from the Sewage Treatment Plant [STP].

10.15. Till the 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 for following reason:.

a. to view and examine the state and condition, thereof and the Promoter shall serve notice to the Allottee and the Allottee shall make good all defects, decays and any repair within three months from the date of notice served by the Promoter,.

b. for carrying out any work to any other part of the building/s

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

10.17. 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 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 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.

10.18. The Allottees and the persons to whom the said premises are let, sublet, transferred, assigned, given possession of shall from time to time, sign all

applications, papers and documents and do all acts, deeds and things as the Promoter and/or the Co-operative Society Condominium may require for safeguarding the interest of the Promoters and/or of the other Allottees in the building's and/or the said land.

10.19. The Allottees and the persons to whom the said premises are let, sublet, transferred, assigned, or given possession of shall observe and perform all the bye-laws and/or the rules and regulations of the Co-operative Society and the additions alterations or amendments thereof, for protection and maintenance of the said premises and the said building's and the premises therein and/or in the compound and for the observance and carrying out of the building rules and regulations and the bye-laws for the time being of the BMC and the other public bodies. The Allottees and the persons to whom the said premises are let, sublet, transferred, assigned, given possession of shall observe and perform all the stipulations and conditions laid down by such Co-operative Society/Condominium regarding the occupation and use of the Building's and the premises therein and shall pay the contribution regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

10.20. If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the BMC/Government and/or any other Public Authority in respect of the said land described in the **FIRST SCHEDULE** hereunder written and/or the building/s, the same shall be borne and paid by the Allottee along with all the other Allottees in proportion to the respective built-up area of their respective units.

10.21 The Allottee hereby agrees to provide access to the Allottees of the Commercial Unit for maintenance of the AC outdoor units.

10.22 The Allottee agrees not to cover fire sprinklers provided within the Apartment.

10.23 A dedicated space on the terrace of the buildings shall be demarcated and provided for Satellite Antenna . The same shall be used and maintained by the Commercial Unit Holders and limited access for the same shall be provided to the Allottees of the Commercial Apartment.

10.24 The Allottees of the Commercial Units shall be provided with separate water connection for commercial use. The owners of the Commercial unit shall proportionately share the common charges for such water connection. In the event Allottees of the Commercial Units desires to have additional water line he/it shall do so at his/it own cost subject to permission from concerned Authorities. A separate provision of underground watertank has been made exclusively for the use of Allottees of the Commercial Unit Nos \_\_\_\_\_.

10.25 The Garden area adjoining the Commercial Units shall be exclusively used by the Allottee of the Commercial Units as per **ANNEXURE L**. The Residential Apartment Allottees/Society shall have no right on such Garden.

10.26 The Deck Area adjoining the residential units in Wing B, E and F shall be exclusively used by the respective Allottee as per **ANNEXURE L**. The other Residential Apartment Allottees/Society shall have no right on such Private Garden.

10.27 The Allottees of the Commercial Units shall not in any manner indulge in any activity involving cutting, slicing, storing and selling raw meat/fish and its by products in any form nor shall he display such raw meat/fish in the said Commercial unit. In the event Allottee of the Commercial Unit desires to let out or resale the respective Unit he shall ensure that the proposed licensee or the proposed Purchaser shall not indulge in the abovementioned activities.

## 11. RIGHTS OF PROMOTOR TO MORTGAGE

- a. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment. and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee.
- b. However the Promoter shall have all right to mortgage the unsold units in the building either before or after formation of the Society.

## 12. BINDING EFFECT

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 therewith shall be returned to Allottee, without any interest or compensation whatsoever, subject to Clause 7.2.

### 13 **ENTIRE AGREEMENT**

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

### 14 **RIGHT TO AMEND**

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

### 15 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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.

#### 16 SEVERABILITY

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

#### 17. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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 Apartment in the project.

#### 18. 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.

## 19. FURTHER ASSURANCES

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

## 20. PLACE OF EXECUTION

20.1. 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 Mumbai.

20.2. 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.

## 21. 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 of Allottee**

**Address**

**Notified Email ID:****Name of Promoter:** Nahar Builders Limited**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.

**22. 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.

**23. 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.

#### **24. COST AND EXPENDITURE**

- a. The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
- b. In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a registered real estate agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said registered real estate agent, shall be paid by the Promoter/ Allottee / both, as the case may be, in accordance with the agreed terms of payment.

#### **25. 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 \_\_\_\_\_ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### **27. 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 Sector R-1/B)*

Sector R-1/B consisting of land bearing CTS No. 30/A/1/11/C, 31, 31/1, 32, 33, 36/A/G admeasuring 14712.25 sq. mts 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 : 18.30mt. Wide Existing D. P. Road  
 On or towards the West : Adjoining boundary of CTS No. 30(PT)  
 On or towards the South : 9.15mt. Wide Proposed D. P. Road  
 On or towards the North : 13.40mt. Wide Proposed D. P. Road &  
 Miyawaki Garden

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

**A.** Description of Common Areas provided

Sr.No	Type of common areas provided	Proposed date of occupancy certificate	Proposed date of handing over to the society/ common organization	Size/ Area of the common areas.
	<b>At Ground Level</b>			
1	Pod Seating	May-30	Oct-30	5 nos. (100 sqm total)
2	Event lawn and stage/ Party Lawn/ Leisure Lawn	May-30	Oct-30	Approx. 126 sqm
3	Nature Sitout	May-30	Oct-30	Approx. 14 sq.m.
4	Fine Dine Area/ Dinning space with Trellis	May-30	Oct-30	Approx. 81 sq.m.
5	Main Entry Exit Portal	May-30	Oct-30	
6	Drop off Zone	May-30	Oct-30	
7	Entrance Lobby	May-30	Oct-30	
8	Pathway/Jogging Track	May-30	Oct-30	

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

Sr. No.	Type of Facilities/ amenities provided	Phase name/ number	Proposed date of occupancy certificate	Proposed date of handing over to the	size/ area of the facilities/ amenities	FSI Utilised or free of FSI
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				society/ common organization		
1	Society Office	NA	May-30	Oct-30	20 sqm for each Tower	Free of FSI
2	Servant Toilet	NA	May-30	Oct-30	Approx. 2.60 sqm. Per toilet	Free if FSI
3	Entrance lobby	NA	May-30	Oct-30	Approx. 79 sqm per wing	
4	Floor lobby	NA	May-30	Oct-30	Approx. 34 sq.m. per floor per wing	

C.) Facilities/amenities provided/to be provided within the Project and/or Common area of the Project

Type of Facilities/ amenities provided	Phase name/ number	Proposed date of occupancy certificate	Proposed date of handing over to the society/ common organisation	Size/ Area of the facilities/ amenities	FSI Utilised or free of FSI
<b>At Ground Level</b>					
Main Entry Exit Portal	NA	May-30	Oct-30		
Drop off Zone	NA	May-30	Oct-30		
Entrance Lobby	NA	May-30	Oct-30		
Pathway/Jogging Track	NA	May-30	Oct-30		Free of FSI
<b>At Podium Top Level</b>					
Tower Entry Plaza	NA	May-30	Oct-30		
Swimming pool with Deck	NA	May-30	Oct-30	Approx. 160 sqm	Free of FSI
Heritage Tree with stepped Sitout	NA	May-30	Oct-30	Approx. 82 sqm	Free of FSI
Party Lawn	NA	May-30	Oct-30	Approx. 420 sqm	Free of FSI
Kid's Play Area	NA	May-30	Oct-30	Approx. 250 sqm	Free of FSI
Senior Citizen's Seating	NA	May-30	Oct-30	Approx. 7.50 sqm	Free of FSI
Open Gym / Fitness Park	NA	May-30	Oct-30	Approx. 36 sqm	Free of FSI
Amphitheatre Seating	NA	May-30	Oct-30	Approx. 63 sqm	Free of FSI
Yoga/ Meditation area	NA	May-30	Oct-30	Approx. 63 sqm	Free of FSI
Multipurpose Court	NA	May-30	Oct-30	Approx. 157 sqm	Free of FSI
Central Lawn	NA	May-30	Oct-30	Approx. 30 sqm	Free of FSI
Podium Top Walkway/ jogging track	NA	May-30	Oct-30		Free of FSI
<b>Other covered Amenities:</b>					
Gym/ looby/ Toilets at	NA	May-30	Oct-30	570 Sq.m.	
Indoor games	NA	May-30	Oct-30		

<b>Multipurpose hall at Lower Ground level</b>	NA	May-30	Oct-30	287 Sq.m.	
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**Layout Services Areas**

Substation (Transformer Room)	NA	May-30	Oct-30		
DG Set	NA	May-30	Oct-30		
Rain Water Harvesting tank	NA	May-30	Oct-30		
Electric vehicle recharge points/ Fast charging stations (1 for each tower)	NA	May-30	Oct-30		
Meter room for each wing	NA	May-30	Oct-30		
Panel room for each wing	NA	May-30	Oct-30		
Fire Tank	NA	May-30	Oct-30		
Solar Panels to be provided on the terrace	NA	May-30	Oct-30		
STP	NA	May-30	Oct-30		
OWC	NA	May-30	Oct-30		

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

Sr.No	Types of open spaces/ (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed date of availability for use	Proposed date of handing over to the common organization
-	NA	-	-	-	-

E. Details and specification of the lifts

Type of lift	Total nos of lifts provided	Number of passenger or carrying capacity	Speed (Mtr/ Sec)
Passenger lift	6	16	1.5 Mtr/ Sec
Fire lift	6	16	1.5 Mtr/ Sec
Clubhouse passenger lift	2	10	1.5 Mtr/ Sec

**SIGNED AND DELIVERED**

by the withinnamed **Promoter**

**NAHAR BUILDERS LIMITED**

Through its Authorized signatory

\_\_\_\_\_ )  
in the presence of :

1.

2.

SIGNED SEALED AND DELIVERED )

by the withinnamed "**ALLOTTEE/S**" )

\_\_\_\_\_ )

) **Nahar Builders Limited**

)

)

)

)

) **(AUTHORISED SIGNATORY)**

In the presence of : ) [ ALLOTTEE]  
 1. )  
 2. )  
 Received on the day and year first )  
 hereinabove written of from the ) **we say received**  
 withinamed Allottee, the sum of ) **For NAHAR BUILDERS LTD**  
**Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_** )  
**Only)** )  
 Being the amount as mentioned ) **AUTHORISED SIGNATORY**  
 hereinabove payable by him/her to us) )  
**WITNESSES;** )  
 1. )  
 2. )

Housiey.com

#### **SCHEDULE "A"**

*(Description of Apartment/Flat/Unit)*

Apartment bearing No. \_\_\_\_\_admeasuring approximately \_\_\_\_\_ sq. meters carpet area on the  
 \_\_ floor in the \_\_\_\_\_ wing of Tower \_\_\_\_\_ alongwith \_\_ covered Car parking facility out of which 1)  
 \_\_\_\_\_ Nos. of parking shall be of tandem (back to back) ), each admeasuring \_\_\_\_\_sq. meter  
 approx. having \_\_\_\_\_ft. length X \_\_\_\_\_ft breadth X \_\_\_\_\_ft vertical clearance AND / OR 2) \_\_\_\_\_

Nos. of parking shall be of Stack Parking each admeasuring \_\_\_\_sq. meter approx. having \_\_\_\_ft. length X \_\_\_\_\_ ft breadth X\_\_\_\_ft vertical clearance and situated either at Basement and/or Lower Ground and/or Mid Ground and/or Upper Ground of **Nahar's Chandi Valley Phase-I** in Sector R-1/B consisting of land bearing CTS No. 30/A/1/11/C, 31, 31/1, 32, 33, 36/A/G admeasuring 14712.25 sq. mts situate lying and being at Village Chandivali, Taluka Kurla, in the registration District and Sub-District of Mumbai Suburban.

**SCHEDULE "B"**

FLOOR PLAN OF THE APARTMENT

**ANNEXURE- A**

Name of the Advocate

Address:

Date:

TITLE REPORT

DETAILS OF TITLE REPORT

The Schedule above referred to

(Description of property)

PLACE:

Dated.....day of .....2025

(Signed)

Signature of Attorney –at- Law / Advocate

**Annexure B**

PROPERTY CARDS

**Annexure C**

Authenticated copies of the RERA Registration Certificate

**Annexure D**

Authenticated Copies of the IOD issued by the MCGM

**Annexure E1**

Authenticated copies of the Approved Layout Plan

**Annexure E2**

Authenticated copies of the Proposed Layout Plans

**Annexure F**

Authenticated copies of the Approved Apartment plan

**Annexure G**

Part commencement certificate

**Annexure H**

Environment Clearance Certificate

**Annexure I**

Parking Plans

**Annexure J**

CLP PLAN FOR RESIDENTIAL UNITS

**Annexure K**

CLP PLAN FOR COMMERCIAL UNITS

**Annexure L**

Copy of the Key Plan

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Dated \_\_\_\_\_ of \_\_\_\_\_ 2025  
=====

**BETWEEN**

**NAHAR BUILDERS LIMITED      .... PROMOTER**

**AND**

\_\_\_\_\_ **ALLOTTEE/S**

=====  
**DRAFT OF AGREEMENT FOR SALE**  
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