

# AGREEMENT FOR SALE

This Agreement made at Naigaon on this .....day of..... in the year Two Thousand and.....

BETWEEN

M/S. NAVKAR ESTATE & HOMES PVT. LTD., PAN : AADCN3863C, a registered company established under the Companies Act having its place of business at Survey No.332/7, Near Don Bosco High School, Naigaon (E), Taluka Vasai, Dist. Palghar (hereinafter referred to as "the Promoter) of the **First Part**

AND

MR./MRS. \_\_\_\_\_, Age: \_\_\_\_\_ Years, PAN : \_\_\_\_\_ and MR./MRS. \_\_\_\_\_, Age: \_\_\_\_\_ Years, PAN : \_\_\_\_\_, adult, Indian Inhabitant, residing at \_\_\_\_\_, (hereinafter referred to as "the Allottee") of the **Second Part.**

## WHEREAS:

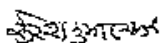
- A. The Promoter is well and sufficiently entitled to all that piece or parcel of free hold Non Agricultural lands bearing (1) **New Survey No.332**, (Old Survey No.300), **Hissa No.1**, area admeasuring 1850 square meters, assessment Rs.1.44 Paise; (2) **New Survey No.332**, (Old Survey No.300), **Hissa No.3**, area admeasuring HRP 0-17-7, assessment Rs.1.37 Paise; (3) **New Survey No.332**, (Old Survey No.300), **Hissa No.4**, area admeasuring 4170 square meters, assessment Rs.3.31 Paise; (4) **New Survey No.332**, (Old Survey No.300), **Hissa No.7**, area admeasuring HRP 0-21-5, assessment Rs.1.88 Paise; (5) **New Survey No.332**, (Old Survey No.300), **Hissa No.8**, area admeasuring HRP 0-19-2, assessment Rs.1.50 Paise; (6) **New Survey No.333**, (Old Survey No.301), **Hissa No.1**, area admeasuring HRP 0-40-4, assessment Rs.2.88 Paise; (7) **New Survey No.333**, (Old Survey No.301), **Hissa No.2**, area admeasuring HRP 0-33-4, assessment Rs.2-31 Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar, (8) **New Survey No.332**, (Old Survey No.300), **Hissa No.6A**, area admeasuring HRP 0-11-00, assessment Rs.\_\_\_\_\_ Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar within the jurisdiction of Sub-Registrar Vasai I and within the limits of Vasai Virar City Municipal Corporation ("VVCMC") more particularly described in the **First Schedule** hereunder written (hereinafter referred to and called as "the said Property").

- B. By a registered conveyance deed dated 12.1.2011 (vide Document No.492/2011 in the office of the Sub Registrar Vasai-1) made, executed and entered into by and between M/s. Nakoda Housing Corporation (therein referred to as 'the Vendor') on the one hand and M/s. Navkar Estate & Homes Pvt. Ltd. (therein referred to as 'the Purchaser') on the other

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hand and thereby the Purchaser therein purchased the N.A. land (1) New Survey No.332, (Old Survey No.300), Hissa No.1, area admeasuring 1850 square meters, assessment Rs.1.44 Paise; (2) New Survey No.332, (Old Survey No.300), Hissa No.4, area admeasuring 4170 square meters, assessment Rs.3.31 Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar (Thane) from the Vendor therein for valuable consideration and the Purchaser therein obtained actual, physical, vacant and peaceful possession of the said Property from the Vendor therein.

- C. By a registered conveyance deed dated 9.5.2013 (vide Document No.5731/2013 in the office of the Sub Registrar Vasai-1) made, executed and entered into by and between Sachin Atmaram Vartak and Others (therein referred to as 'the Vendors') on the one hand and M/s. Navkar Estate & Homes Pvt. Ltd. (therein referred to as 'the Purchaser') on the other hand and thereby the Purchaser therein purchased the N.A. land bearing New Survey No.333, (Old Survey No.301), Hissa No.2, area admeasuring HRP 0-33-4, assessment Rs.2-31 Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar (Thane) from the Vendor therein for valuable consideration and the Purchaser therein obtained actual, physical, vacant and peaceful possession of the said Property from the Vendor therein.
- D. By a registered conveyance deed dated 9.5.2013 (vide Document No.5733/2013 in the office of the Sub Registrar Vasai-1) made, executed and entered into by and between M/s. Nakoda Housing Corporation (therein referred to as 'the Vendors') on the one hand and M/s. Navkar Estate & Homes Pvt. Ltd. (therein referred to as 'the Purchaser') on the other hand and thereby the Purchaser therein purchased the N.A. land (1) New Survey No.332, (Old Survey No.300), Hissa No.3, area admeasuring HRP 0-17-7, assessment Rs.1.37 Paise; (2) New Survey No.332, (Old Survey No.300), Hissa No.8, area admeasuring HRP 0-19-2, assessment Rs.1.50 Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar (Thane) from the Vendor therein for valuable consideration and the Purchaser therein obtained actual, physical, vacant and peaceful possession of the said Property from the Vendor therein.
- E. By a registered conveyance deed dated 9.9.2013 (vide Document No.5730/2013 in the office of the Sub Registrar Vasai-1) made, executed and entered into by and between Sachin Atmaram Vartak and Others (therein referred to as 'the Vendors') on the one hand and M/s. Navkar Estate & Homes Pvt. Ltd. (therein referred to as 'the Purchaser') on the other hand and thereby the Purchaser therein purchased the N.A. land (1) New Survey No.333, (Old Survey No.301), Hissa No.1, area admeasuring HRP 0-40-4, assessment Rs.2.88 Paise; (2) New Survey No.332, (Old Survey No.300), Hissa No.7, area admeasuring HRP 0-21-5, assessment Rs.1.88 Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar (Thane) from the Vendor therein for valuable



consideration and the Purchaser therein obtained actual, physical, vacant and peaceful possession of the said Property from the Vendor therein.

- F. **AND WHEREAS**, the Promoter are Owners of piece and parcel of land bearing Survey No. 332/6 Part A and New Survey no. 300 Hissa No. 6 Part A area admeasuring in all HRP 0-11-0, assessment Rs.0.45 Paise; situate, lying in the Revenue Village Juchandra, Taluka – Vasai, District Thane., vide Agreement for Sale dated 28/12/2012 and the same was lodged for Registration on 28/12/2012 under Registration No. VSI1-13990-2012 at the office of Sub-Registrar at Vasai – 1 and the Land is permanently transferred and conveyed to the Promoters vide by the Conveyance Deed dated 08/05/2018, and the same was lodged for Registration on VSI6-3302-2018, at the office of Joint Sub-Registrar at Vasai -6. Thus the Promoters became the Owners of the said Property.
- G. **AND WHEREAS**, the Promoters have informed the Allottees that they along with their sister concern Company i.e. M/S. Navkar Township Pvt. Ltd and firm i.e. M/s. Navkar Homes Township LLP. have entered in to a Deed of Settlement dated 27/11/2015 with Shri. Hemendra Prajccvan Bosmiya authorized Signatory of M/s. Rashmi Shelters Pvt. Ltd., & others, they have given Irrevocable consent as passed in their respective Resolution that each of them shall be individually entitled to develop, construct, and bear all expenses thereof, sell and take consideration as they may deem fit and proper for which they shall not be bound to give accounts of their Income and expenditure to each other in respect of their respective share of buildings along with their share of common amenities and facilities in the entire layout for which they have given Irrevocable consent to each other.
- H. The Promoter has informed and the Allottee is aware that the Promoter is constructing various buildings/wings for mixed use of residential and commercial and such other users as may be permitted from time to time on the said Property in multiple phases and the said phases shall form part of a layout known as Navkar City.
- I. The Allottee has been informed that one M/s. Navkar Township Pvt. Ltd. is well and sufficiently entitled to land bearing Survey No. 336/2 Part, 336/3/2/C Part, 336/3/D Part & 335/1 Part of Revenue Village Juchandra; M/s. Navkar Homes Township LLP is well and sufficiently entitled to lands bearing Survey Nos.335/2, 332/2, 351/1, 351/2 of Revenue Village Juchandra; and M/s. Rashmi Shelters Pvt. Ltd. is well and sufficiently entitled to lands bearing Survey Nos.335/1 Part, 332/6B(P), 336/2(P), 336/3F, 336/3/2/C Part, 336/3/D Part of Revenue Village Juchandra and the said M/s. Navkar Township Pvt. Ltd., M/s. Navkar Homes Township LLP and M/s. Rashmi Shelters Pvt. Ltd. shall also be a part of the layout Navkar City and they have mutually agreed to construct/develop their respective buildings/towers/wings thereto along with common amenities and facilities in respect of their share holdings as mutually agreed and consented with each other in their

respective Board Resolutions separately as real estate projects. The respective promoters shall be entitled to deal with their respective real estate project(s) in Phases and Parts that are being constructed/shall be constructed on the Layout Property (as mentioned below) without the interference of each other as per their Irrevocable consent given to each other.

- J. The nature of development of the Layout Property (as mentioned below) would constitute a mixture of users as may be permissible under applicable law from time to time.
- K. The permissions and sanctions from the concerned authorities for the layout Navkar City has been obtained/shall be obtained jointly by the Promoter, the said M/s. Navkar Township Pvt. Ltd., M/s. Navkar Homes Township LLP and M/s. Rashmi Shelters Pvt. Ltd. The layout Navkar City is being/shall be developed on lands bearing New Survey No. 332/1, New Survey No. 332/4, New Survey No. 333/2, New Survey No. 332/3, New Survey No. 332/8, New Survey No. 333/1, New Survey No. 332/7, New Survey No. 332/6A (belonging to the Promoter) New Survey No. 336/2 Part, 336/3/2/C Part, 336/3/D Part & 335/1 Part (belonging to M/s. Navkar Township Pvt. Ltd.), New Survey No. 335/2, New Survey No. 332/2, New Survey No. 351/1, New Survey No. 351/2, (belonging to M/s. Navkar Homes Township LLP), New Survey No. 335/1 Part, New Survey No. 332/6B(P), New Survey No. 336/3/F, New Survey No. 336/3/2/C Part and New Survey No. 336/3/D Part (belonging to M/s. Rashmi Shelters Pvt. Ltd.) situate at Revenue Village Juchandra, Taluka Vasai, Dist. Palghar and other contiguous lands as may acquired from time to time (**'Layout Property'**).
- L. There shall be few common areas, facilities and amenities as mentioned in the respective Agreements of the Purchasers whatever facilities and amenities viz. Garden, STP, UG Tank, Fire Fighting system, internal roads etc. are mentioned in the Agreement for Sale of units which shall be shared by all the purchasers of the Layout Navkar City and the said common areas, facilities and amenities shall also be constructed in a phases and Part wise manner by the respective promoters as per the sanctions and permissions. After the development of the layout Navkar City is completed, all the promoters of the respective real estate projects as per their mutual understanding at that time shall cause to form a apex body comprising of all the individual Societies/Companies of the layout for maintaining the said common areas, facilities and amenities to be shared as per mutual understanding between the above mentioned Land owners and purchasers of the layout Navkar City.
- M. The Promoter is undertaking the development of its phases on the said Property (forming part of the layout Navkar City) by exploiting the full development potential of the said Property by way of inter-alia (a) utilising, consuming and loading FSI and also FSI by way of Transfer of Development Rights ("TDR") and/or FSI nomenclated in any manner

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whatsoever including DR, Premium FSI, ancillary FSI, additional FSI, special FSI, compensatory FSI, land pooling FSI, permissible EWS F.S.I and any other FSI including TDR that may be acquired in any manner. (b) utilising, consuming and exploiting all the benefits, potential, yield, advantages presently available and/or that may be available in future for any reason whatsoever and/or any other rights, benefits or any floating rights which is or are and or may be available in respect of the said Property or elsewhere and/or any potential that is or may be available on account of the existing provisions and/or by change of law and/or change of policy or any amendments thereto under applicable law including in DCR. (c) to club/amalgamate the development of the said Property (or part thereof) with the adjoining properties/lands, if any.

N. The details of the phases of the buildings/wings/towers being constructed by the Promoter are as under:

- i) Navkar City Phase - I Part – 1 comprising of building 'B' type having wing B1 & B2 consisting of stilt / ground and 7 upper floors and building Type C-1, & building Type C-2 consisting of stilt /ground and 7 upper floors and registered with Maharashtra Real Estate Regulatory Authority (MAHARERA) at Mumbai under No. P99000011999;
- ii) Navkar City Phase - I Part – 2 comprising of the above mentioned building 'B' type having wing B1 & B2 consisting of 8 upper floors upto 14 upper floors and building Type C-1, & building Type C-2 consisting of 8 upper floors upto 14 upper floors and registered with MAHARERA under No. P99000010920;
- iii) Navkar City Phase - I Part – 3 comprising of building 'A' type having wing A1, A2, A3 consisting of stilt / ground and 7 upper floors and registered with MAHARERA under No. P99000004573;
- iv) Navkar City Phase - I Part – 4 comprising of the above mentioned building 'A' type having wing A1, A2, A3 consisting of 8 upper floors upto 14 upper floors and registered with MAHARERA under No. P99000008528;
- v) Navkar City Phase - I Part – 5 comprising of Building Nos. D1 known as "NAVKAR BLOSSOM" & H1 building will be a Part of "NAVKAR EMPIRE" both buildings consisting of Ground + 23 upper floors and registered with MAHARERA under No. \_\_\_\_\_;
- vi) Navkar City Phase - II Part – 1 comprising of building 'A' type consisting of stilt / ground and 7 upper floors, building 'B' type having wing B1 & B2 consisting of stilt / ground and 7 upper floors and building 'D' type consisting of stilt / ground and 7 upper floors and registered with MAHARERA under No. P99000009437;
- vii) Navkar City Phase - II Part – 2 comprising of the above mentioned building 'A' type consisting of 8 upper floors upto 14 upper floors, building 'B' type having wing B1 & B2 consisting of 8 upper floors upto 14 upper floors and building 'D' type consisting of 8 upper floors upto 14 upper floors and registered with MAHARERA under No. P99000004423;

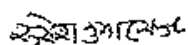
- viii) Navkar City Phase - II Part - 3 comprising of building 'C' type having wing C1, C2 & C3 consisting of stilt / ground and 7 upper floors and registered with MAHARERA under No. P99000009716;
- ix) Navkar City Phase - II Part - 4 comprising of the above mentioned building 'C' type having wing C1, C2 & C3 consisting of 8 upper floors upto 14 upper floors and registered with MAHARERA under No. P99000005905;
- x) Subject to the receipt of approvals/sanctions from the VVCMC and/or other competent authority(ies), the Promoter further proposes to develop and construct in Phases and part wise building(s)/wings viz. H-1, H2-H3, and H-4 comprising of shopline with residential buildings of Ground/Stilt plus Podium plus 23 to 29 upper floors and F-1 and F-2 comprising of shopline with residential buildings of Ground/Stilt plus Podium plus 23 to 29 upper floors as a separate phase(s) on the said Property forming part of the layout Navkar City. The Promoter is entitled to amend, modify and/or substitute the said proposed development in full or in part, as may be required from time to time.

O) Navkar City Phase - I Part - 5 registered with MAHARERA under No. \_\_\_\_\_; is the subject matter of this Agreement ("**Project**"), authenticated copy of RERA registration certificate is annexed as **Annexure 'A'**.

P) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Property/Layout Property, as provided under the Proviso to Rule 4(4) of the RERA Rules.

Q) The Promoter has informed the Allottee about all aspects pertaining to the ongoing phases including applications, sanctions, permissions, common amenities and facilities pertaining to all such phases and proposed further construction as mentioned above, and the Allottee consents to the same. It is clarified by the Promoter that the Promoters reserves the right in its absolute discretion to amend/alter/modify the phases from time to time as per its requirements and also be entitled to utilize the full potential of the said Property by consuming and utilizing the existing, new and additional floor space index (as mentioned in Recital L above), and also to add and / or delete one or more buildings having one or more wings and /or also change the location of any of the buildings, amenities and facilities including but not limited to water line, power, sewage, cable, gas and other allied services and utility connection lines, overhead/underground tanks, pumps, STP, OWC, Transformer Rooms, etc. or change the nature of the building(s) proposed to be constructed by the Promoter.

R) The Allottee has perused the Proposed Layout Plan ("**Proposed Layout**") area which specifies, inter alia, the location of the buildings/towers/wings built and/or to be built on the said Property and the Layout Property, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Layout property. The Allottee is aware



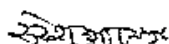
that the said Proposed Layout shall be amended from time to time and that no separate permission/consent shall be required for the same. The Allottee agrees not to raise any objections, claims, right, title, interest and entitlement in respect of the said Proposed Layout, more particularly set out in **Annexure 'B'** annexed hereto.

S) The common facilities and amenities that is contemplated to be constructed, developed and provided in that all the amenities of NAVKAR BLOSSOM & NAVKAR EMPIRE may be used by the Allottee of the Project and other allottees of the **Navkar City Phase – I Part- 5**, to the complete exclusion of the allottee/purchasers/occupants of **Navkar City Phase – I Part- 5**, and 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 is more particularly set out in **Annexure 'C'** annexed hereto. The Allottee hereby agrees and undertakes that the Allottee has unconditionally agreed and accepted the above pre-condition and has agreed to acquire the said Flats/Apartments/Shops/offices/ Parkings allowed to be sold and undertakes not to make any claim or raise any objection either with the Promoter or other society/Society in respect of the same.

T) The Collector, Thane has granted Non Agricultural permission vide order No. REV/DESK-1/T-9/NAP/SR-14/2010 dated 15/11/2010; order No. REV/DESK-1/T-9/NAP/ JUCHANDRA-VASAI/SR-82/2011 dated 6/4/2013 and order No. SR. No. Mashul/K-1/T-1/ Jaminiabad /KAVI --/SR/524/2019 dated 20/09/2019. (annexed hereto and marked as **Annexure "D"**)

U) Vasai Virar City Municipal Corporation ("VVCMC") has issued the Commencement Certificate ("CC") and Revised Development Permission ("RDP") as mentioned below for construction of the building(s) and on the terms and conditions as contained therein:

Sr.No.	Details of Commencement Certificate/ Revised Development Permission/Part O.C.
1.	Order No.VVCMC/TP/CC/VP-0093/1375 to 1377 dated 21.10.2011
2.	Order No.VVCMC/TP/CC/VP-0093/949/2013-14 to 954/2013-14 dated 28.6.2013
3.	Order No. VVCMC/TP/RDP/VP-0093/0122/2013-14 AND 0123/2013-14 dated 28.6.2013
4.	Order No.VVCMC/TP/RDP/VP-0093/13/2020-21 dated 17.09.2020
5.	Order No.VVCMC/TP/RDP/VP-0093/ 53 /2021-22 dated 31.05.2021
6.	Order No. VVCMC/TP/RDP/VP-0093/131/2021-22 dated 31.05.2021 (annexed hereto and marked as <b>Annexure "E"</b> )
7.	Part O.C. vide by Order No. VVCMC/TP/POC/VP-0093/41/2021-22 dated 15.06.2021(annexed hereto and marked as <b>Annexure "F"</b> )
8.	Order No. VVCMC/TP/CC/VP-0093/530/2021-22 dated 05.01.2022 (annexed hereto and marked as <b>Annexure "G"</b> )



V) The State Level Environment Impact Assessment Authority has granted Environment Clearance Certificate dated 12/01/2016 under reference no. SEAC-2013/CR-311/TC-1. The respective promoters of the real estate projects shall be taking further clearances from the said Authority in respect of the changes/amendments that are carried out/will be carried out from time to time.

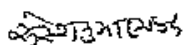
**AND WHEREAS**, on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of its title relating to the said Property and the entire proposed layout plans as well as the plans of the particular project i.e. **Navkar City Phase – I Part- 5**, designs and specifications prepared by the Promoter's Architects S. Arch Designs and Rajesh R.C. of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

**AND WHEREAS**, 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 Flat/Apartment, made enquires thereon and is satisfied with respect to (i) the title of the Promoter to develop the Real Estate Project and the Navkar City, and such title being clear and marketable (ii) the approvals and permissions (including CC and Sanctioned Plan) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/they has/have verified with his/her/ their financial advisor that the Allottee has/have the financial capability to consummate the transaction.

**AND WHEREAS**, that the Promoter is entitled and enjoined upon to construct building/s in accordance with the recitals hereinabove. The Promoter has informed the Allottee/s about the above said phases and its parts and about the layout Navkar City and the Allottee/s have accepted and gives his/her/their Irrevocable consent for the phases and its parts wise development and the development of the Layout Navkar City in the manner as mentioned above.

**AND WHEREAS**, the Promoter has appointed an Architect S. Arch Designs and Rajesh R.C. who are registered with the Council of Architects.

**AND WHEREAS**, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.





AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said Property on which the Apartments/Flats/Shops/offices/Parkings allowed to be sold are constructed or are to be constructed have been annexed hereto and marked as Annexure 'H' and 'I', respectively.

AND WHEREAS, the authenticated copies of the plans and specifications of the Apartments/Flats/Shops/offices/Parkings allowed to be sold and agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as "Annexure - "J".

AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project Navkar City Phase - I Part- 5, and shall obtain the balance approvals from various authorities from time to time, so as to obtain and amend the Building Plans, to obtain Building Completion Certificate or Occupancy Certificate/Part Occupation Certificate of the said Project, for which the allottee is being informed by the Promoter and the allottee has given his/her/their Irrevocable consent and No objection for the development of the Layout Property as mentioned hereinabove.

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupancy certificate/Part Occupation Certificate in respect of the Project including the said building/s shall be granted by the concerned local authority.

AND WHEREAS, the Promoter has accordingly commenced construction of the said Project Navkar City Phase - I Part- 5, in accordance with the said approved plans from the VVCMC.

AND WHEREAS, the Allottee has applied/requested to the Promoter/s for allotment of an Apartment/Flat/Shop/offices No. \_\_\_\_\_ on \_\_\_\_\_ floor, situated in the building \_\_\_\_\_ in \_\_\_\_\_ Wing, admeasuring Carpet area \_\_\_\_\_ square meters in the building type \_\_\_\_\_, of the Project Navkar City Phase - I Part- 5 and as shown in the Sale plan annexed and marked Annexure "K" to which the Allottee has given Irrevocable consent to the Promoter along with one covered parking space bearing No. \_\_\_\_\_.

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AND WHEREAS, the carpet area of the said Apartment/Flat/Shop/offices area is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment/Flat/Shop/offices, 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 of the apartment.

AND WHEREAS relying upon the aforesaid application/request, the Promoter has agreed to allot and sell to the Purchasers/Allottee/s the said Apartment as per approved/Sale plan, the Allottee hereby accords his consent for the same and agrees not to raise any objections, in respect of the said approved/Sale plan development to be carried by the Promoters, at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

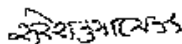
AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the agreed sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Flat/Shop/offices with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, Conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.
2. The Promoter shall construct the said Project Navkar City Phase – I Part- 5 as set out in the Recital M above in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the VVCMC and other concerned authority from time to time. **PROVIDED THAT** the Promoter



shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment/Flat/Shop/office No. \_\_\_\_\_ on the \_\_\_\_\_ floor admeasuring carpet area in the building type, \_\_\_\_\_ of the Project, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure \_\_\_\_\_ along with one covered/stack/Tower car parking space bearing no. \_\_\_\_\_ in the Stilt/Tower and more particularly described in the **Second Schedule** hereunder written.

(I) The actual agreed Sale consideration for Carpet area of Flat No. \_\_\_\_\_ is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only),

(II) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the covered /stack/Tower Parking Charges if allotted to the said Allottee/s.

(III) Thus the Total aggregate consideration amount as mention above in Sr. No. (I) + (II) is Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Only) being the Sale Consideration price of the Apartment.

3.1. The said Apartment has attached balcony/ies (Open and enclosed), Pocket/natural terrace, Elevation Projection, loft/Oola, Cupboard, ancillary area in all together aggregately exclusive area is of \_\_\_\_\_ Sq. mtrs., The Promoter has agreed to permit the Allottee's the right to exclusive but limited right to use the said area adjacent to the said Flat/Apartment without any consideration (hereinafter referred to as "Usable Area") It is clarified that exclusive area as mentioned herein attached to Apartment shall be for the exclusive use of the Allottee/occupants/owners of such Apartments).

3.2. The Allottee has paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

3.3. The Allottees have agreed to pay the entire cost of the carpet area of Flat/Apartment/Shop aggregate consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (The Promoter will pay on behalf of Allottees the Stamp duty and Registration fees, Paging and Scanning charges, G.S.T., etc. but exclusive of T.D.S, Development -cum-common amenities, facilities, Parking space, & other charges all applicable taxes levied if any as

per government norms etc., will be payable by the allottees before possession as per demand of the Promoter) in the following manner:

Particulars	% Due	Amount
On Booking	10%	
On Registration of Agreement	20%	
On Completion of Plinth	15%	
On Completion of each Slab in equal installments from 1 <sup>st</sup> slab to 24 <sup>th</sup> slab.	30%	
On Completion of Wall, Internal Plaster, Flooring, Doors and windows	5%	
On Completion of Internal Plumbing and Electrical work	5%	
On Completion of External Plumbing and water proofing of the building	5%	
On Completion of lifts and electrical fittings of the building	5%	
On Possession	5%	
Total Flat Cost (TFC)	100%	

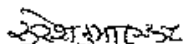
3.4. The Allottees have agreed to pay the entire cost of the covered/ stack/Tower Parking No. \_\_\_\_\_ if any allotted to the said Allottee/s being the aggregate consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner :---

Particulars	% Due	
On Booking	10%	Till Agreement - 36%
On Registration of Agreement	20%	
On Completion of Plinth	15%	Till Plinth - 45%
On RCC Slab Work Completion	20%	Till Completion of RCC Work - 65%
On Brick work and Plaster work Completion	5%	Till Completion of Brick Work and Plaster - 70%
On Possession	30%	On Possession - 30%

*S. B. Bhatnagar*

Thus in all the total agreed Sale consideration amount i.e. Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Only) being the total amount of the agreed value of the above said Apartment/Flat/shop/offices/Parking Premises which the Allottees have agreed to pay the same. The total agreed Sale consideration of the sale of the said unit is inclusive of Stamp duty and Registration fees, Paging and Scanning charges, G.S.T., etc. but exclusive of T.D.S, Development -cum-common amenities, facilities, Parking space, & other charges all applicable taxes levied if any as per government norms etc., will be payable by the allottees before possession as per demand of the Promoter.

3.5. If for making payment of the Sale Consideration the Allottee/s has/have availed loan from financial intuitions, banks or other institutions against the security of the said Premises then the same shall be subject to the consent and approval of the Promoter. In the event of the Allottee/s committing default of the payment of the instalments of the Sale Consideration or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Allottee/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Allottee/s at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Allottee/s has/have cleared the mortgage/debt/charge within 15 (fifteen) days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc, the Allottee/s shall be entitled to the refund of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the owner (if any) towards the said premises and (paid by him/her/them to the Promoter towards the Sale Consideration) to the extent so as to clear the mortgage/debt/charge on the said Premises. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc, the Allottee/s shall be entitled to the refund of the balance amount standing credited to the account of the Allottee/s(if any) with the Promoter towards the said Premises. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay to the instalments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such financial institution, banks, their employees or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the instalments of the consideration amount on time and on the due dates on the basis that the Allottee/s has applied for loan to such financial institution, banks, their employees or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the instalments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein.

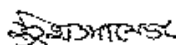


In case, there shall be deficit in the this regard, the Allottee/s shall forthwith on demand pay to the Promoter his/her/their proportionate share to make up such deficit.

- 3.6. The Sale Consideration excludes taxes (such as tax paid or payable by way of T.D.S, Development -cum-common amenities, facilities charges, all applicable taxes levied if any as per government norms., other charges and Parking space, etc which are explained to the Allottees by the Promoter and after being fully satisfied for the same the Allottees have agreed to pay these amounts on demand of the Promoters or before taking the Possession from the Promoters) which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Flat/Shop/Offices and/or this Agreement. It is clarified that other than the above taxes, all other levies, duties, cesses (whether applicable /payable now or which may become applicable in future) excluding all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/ bodies, TDS, (excluding any increase thereof) on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the promoter shall not be liable to bear or pay the same or part thereof.
- 3.7. The Allotte/s further agree/s, undertakes/s and covnenat/s that while making the payment of instalments of Sale Consideration ("Instalments") the Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) or as per guidelines laid down for TDS for NRI Citizens or as may be applicable from time to time. The Allottee/s after making payment of each instalment, on or before 7<sup>th</sup> day of next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day the month on which respective form/s is/are filed and shall furnish challan to the Promoter.
- 3.8. The Allottee/s authorizes the Promoter to adjust/ appropriate all payments made by him/her/them /it under any head(s) of dues against lawful outstanding, if any, in his/her/them/it name as the promoter may in its sole discretion deem fit and the Allottee/s undertakes not be object/demand/direct the Promoter to adjust his/her/them/it's payments in any manner. The Promoter has disclosed and informed the Allottee/s that if needed he may have to change nature of fixture, fitting, external amenities and external facilities etc., and thus the Allottees have given their Irrevocable consent and have authorised the Promoter to change the nature of fixture, fitting, external amenities and external facilities etc., as may be required in its sole discretion to decide changes in nature of fixture, fitting as the Promoter may deem fit and proper.
- 3.9. 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/statutory/authority including VVCMC at the time of sanctioning, the said plants or thereafter and shall, before handing over possession of the said Flat to the Allottee/s obtain the Occupation Certificate in respect of the said Flat.

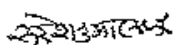
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- 3.10. The Promoters have made it clear to the Allottees that the Promoters have decided to put Window Grills of standard size and design to match the uniformity of the building design thus it is mandatory for the Allottees to pay the Window Grills charges to the Promoters on their demand before taking the possession of the said Apartment.
- 3.11. The Promoter shall confirm the final RERA carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of three percent.
- 3.12. 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. 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 4.1. 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 [Apartment/Flat/Shop/s] to the Allottee and the common amenities to the association/Society of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3.2 & 3.3 herein above ("Payment Plan").
- 4.2. The Allottee/s is/are aware that the time to make the payment of instalments and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the instalment and/or any other tax, then without prejudice to right of the Promoter to cancel and terminates this Agreement, the Allottee/s shall be liable to pay interest at the interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof.
- 4.3. The Allottee/s hereby agree/s confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that no receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount of amounts.
- 4.4. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Flat and handing over the same to the



Allottee/s after receiving the Occupation Certificate in respect thereof and Common Area and Amenities of Project.

- 4.5. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and other dues/taxes payable by him/her/them and meeting, complying with and fulfilling all his/her/its other obligations under this Agreement.
5. The Promoter hereby declare that the Gross Plot area is 49260 Sq. mtrs., of the entire layout of Navkar City comprises of buildings of Promoters share as well as building in the share of its sister Concern and the permissible FSI as per DCR/UDCPR 2020 is 3 F.S.I excluding of FB, CB, PT, EP, and Permissible Ancillary F.S.I out of which the sanctioned F.S.I (BUA) of the said Promoter as on date in respect of the said Property is \_\_\_\_\_ Sq. mtrs. and the Promoter propose to eventually consume a further FSI of \_\_\_\_\_ sq. mtrs. by exploiting the full development potential of the said Property by way of *inter-alia* (a) utilising, consuming and loading FSI and also FSI by way of TDR and/or FSI nomenclated in any manner whatsoever including DR, Premium FSI, ancillary FSI, additional FSI, special FSI, compensatory FSI, land pooling FSI, permissible EWS F.S.I and any other FSI including TDR that may be acquired in any manner as disclosed by the Promoter to further proposes to develop and construct buildings in Phases and part wise building(s)/wings comprising of Ground/Stilt plus Podium plus 23 upper floors as a separate phase(s) on the said Property forming part of the layout Navkar City as shown in the entire proposed larger layout of Navkar City, (b) utilising, consuming and exploiting all the benefits, potential, yield, advantages presently available and/or that may be available in future for any reason whatsoever and/or any other rights, benefits or any floating rights which is or are and or may be available in respect of the said Property or elsewhere and/or any potential that is or may be available on account of the existing provisions and/or by change of law and/or change of policy or any amendments thereto under applicable law including in DCR, (c) to club/amalgamate the development of the said Property (or part thereof) with the adjoining properties/lands, if any.
- 5.1. The Promoter in its sole discretion, may allocate such buildable FSI for each of the buildings to be constructed on the said Property as they think fit and the Allottee(s) of the Apartment in such buildings are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building(s) or the layout.
- 5.2. The Allottee/s hereby agrees, accepts and confirms that the Promoter to develop all its phases (including by utilization of the full development potential) in the manner more particularly detailed at Recitals herein above and as depicted in the layout plans, Performa and specifications at Annexure hereto and Allottee/s has/have agreed to purchases the said Apartment based on the unfettered and vested rights of the Promoter in this regard.
6. If the Promoter fails to abide by the time schedule for completing the Project and handing over the [Apartment/Flat/s/Shops] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in





the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

6.1. Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement, Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address or by Registered Post AD at the address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

6.1.1. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

7. 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 mentioned hereinabove.

8. The Promoter shall give possession of the Apartment to the Allottee on or before 30<sup>th</sup> June 2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God ;

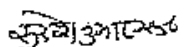
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- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) non-availability of steel, cement, brick, sand, metal, other building material or labour at market competitive prices;
- (iv) non-availability / shortage of water or electric supply;
- (v) Strikes of workmen or labourers or other persons, transport strike or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoter;
- (vi) any legislation, notice, order, rule, circular, notification of the Central / State Government, VVCMC and/or other public or other competent authority or Court or injunction or stay or prohibitory orders or directions passed by any Court, Tribunal Body or Authority; or
- (vii) delay in issuing any permission, approval, NOC, sanction and/or building occupation certificate by the concerned authorities;
- (viii) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of said Building;
- (ix) delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter;
- (x) any other forces or reasons beyond the control of the Promoter such as Covid'19, or any other pandemic issues, non availability of Labours or materials of building etc.

**9. Procedure for taking possession :**

9.1. Upon obtainment of the Occupancy Certificate from the VVCMC or such other competent authority and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Flat of the Allottee in writing ("Possession Notice") The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

9.1.1. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:



9.2. Failure of Allottee to take Possession of [Apartment/Plot]:

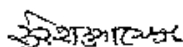
9.2.1. Upon receiving a written intimation from the Promoter as per clause 9.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 9.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

10. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop (Strike off which is not applicable). The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

11. Upon 51% of the total number of Apartment in the Navkar City Phase - I Part - 5 being booked by Allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society/Company to comprise solely of the Allottee and other allottees of Apartment in the said Navkar City Phase - I Part - 5. It is clarified that the Promoter may at its sole discretion form separate societies/Companies for each buildings/wings in Navkar City Phase - I Part-5.

11.1. The Allottee shall, along with other allottees of Apartment in the Navkar City Phase - I Part - 5, join in forming and registering a co-operative housing society/Company. For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society/Company and for becoming a member thereof, including the bye-laws of the Society /memorandum and articles of association of the Company/firm and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society/Company/firm. No objection shall be taken by the Allottee if any changes or modifications are made in the draft memorandum of association of the Company/firm, as may be required by the Registrar or any other Competent Authority.

11.2. The Promoter shall be entitled, but not obliged to, join as a member of the Society/ Company/firm in respect of unsold premises in the Navkar City Phase - I Part - 5, if any. Post execution of the Society/ Company/firm Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body/Company/firm for the sale / allotment or transfer of the unsold areas in the Project/ Navkar City Phase - I Part - 5 or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).



- 11.3. Post execution of the Society/Company Conveyance, the Society/Company shall be responsible for the operation and management and/or supervision of the building, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 11.4. Within a period of 3 months of obtainment of the full Occupation Certificate of the last real estate project in the layout Navkar City, the Promoter along with other promoters of the said layout shall submit application/s to the competent authorities to form a federation of societies/companies comprising the Societies/Companies of all the real estate projects of Navkar City for the purposes of effective maintenance and management of the layout ("Apex Body").
- 11.5. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges in respect to the formation of the Apex Body 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 Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
12. Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Navkar City Phase - I Part - 5, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the Allottees in the Navkar City Phase - I Part - 5, whichever is later or latest, the building, and limited common amenities therein together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed.
- 12.1.1. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the said building conveyance, including in respect of
- (a) any documents, instruments, papers and writings,
  - (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Association and their respective members/intended members including the Allottee; as the case may be, and the Promoter shall not be liable towards the same.
- 12.2. The Allottee hereby acknowledge(s) and agree (s) that Project being part of the layout, the Promoter along with other promoters of the said layout Navkar City shall (subject to their right of disposing of the remaining/unsold Premises if any) convey its title in respect of the Layout Property including the said Property and common amenities in the said Property to the Apex Body within three (3) months from the date of issue of Occupancy Certificate to the last phase/building/wing of the layout and registration of Apex Body.

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12.2.1. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the conveyance of the Layout Property to the Apex body, including in respect of (a) any documents, deeds, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the the Apex Body and their respective members/intended members including the Allottee; as the case may be, and the Promoter shall not be liable towards the same.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee agrees to pay to the Promoter provisional monthly contribution towards the outgoings on demand of the Promoters. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Company, as the case may be.

### 13. TERMINATION

13.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 15.2 to 15.2.3. Both parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and or escape from the impact of such change the Total Consideration.

13.2. Promoter shall have right to terminate this Agreement only in the following circumstances:

13.2.1. Non-payment, if the Allottee is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts (and interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Allottee shall be deemed to be in default in the event of such default, the Company shall issue to the Allottee notice of such default and the Allottee shall be provided with a

further period of 14 (fourteen) days from the date of such notice to cure the said default, in the event that the Allottee fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified). The Promoter shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (Company Notice of Termination).

13.2.2. Attempt to Defense : The Allottee agrees not to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Layout or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the Notice of Termination.

13.2.3. Prolonged Stoppage in Construction : In the event the construction of the wing or floor of the Building in which the Apartment is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Promoter shall have the option to terminate this Agreement sending the Notice of Termination.

### 13.3. Consequences of Termination and Payment of Refund Amount

13.3.1. On a Termination of this Agreement by either Party in accordance with the provisions of this Clause 15, the booking allotment of the Apartment shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Apartment, save and except the right to receive the Refund Amount in accordance with Clause 15.3.2.

13.3.2. Pursuant to the termination of this Agreement, the Refund Amount less deductions of Government taxes shall be deemed to be due and payable to the Allottee at the end of 12 months from the date of receipt of (i) the Promoter's Notice of Termination by the Allottee, or (ii) The Allottee Notice of Termination by the Promoter, as the case may be and shall be paid by the Promoter to the Allottee only on the registration of a Deed of Cancellation of this Agreement.

14. If within a period of 5 (five) year from the date of Date of Offer of Possession, the Allottee/s bring/s to the notice of the Developer any structural defects in the said Apartment or the said Buildings in which the said Apartment is situated, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects. However, if the Allottee/s carry out any alteration or addition or change in the said Apartment and in the said Buildings in which the said Apartment is situated without obtaining prior written permission of the Promoter and the concerned authorities wherever required, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at his/her/their own cost. The reasonable compensation if payable under this clause will be determined by the Architects appointed by the Promoter.

*Signature*

14.1. The Allottee agree/s and acknowledge/s that the Promoter is/are, providing equipment/systems/appliances as mentioned in the List of Amenities. The Allottee is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non performance or otherwise of these systems/appliances.

## 15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development of the said Property;
- (ii) 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;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in this Agreement and title report if any;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project 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, project land, Building/wing and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat/s/Shop/s/offices/Parking] to the Allottee in the manner contemplated in this Agreement;
- (vii) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

- (i) To maintain the Apartment/Flat/s/Shops at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the 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 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 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 Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartments/Flats/Shops/offices/Parkings 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 building in which the Apartment is situated or the 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 provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartments/Flats/Shops/offices/Parkings or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartments/Flats/Shops offices/Parkings is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartments/Flats/Shops offices/Parkings is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis

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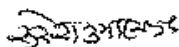


or other structural members in the Apartments/Flats/Shops without the prior written permission of the Promoter and/or the Society or the Apex Body/ Company/firm.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartments/Flats/Shops offices/Parkings is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartments/Flats/Shops offices/Parkings in the compound or any portion of the project land and the building in which the Apartments/Flats/Shop/s offices/Parkings is situated.
- (vii) 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 or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (x) The Allottee has consented for any internet Towers, Antennas, or any other hoardings if the Promoter intends to fix on the Terrace or any place where the Promoter may at its sole discretion may decide for which also the Allottees are already informed and have given their Irrevocable consent for the same and the Allottees have confirmed that they shall not raise objection of any nature whatsoever in future for the same.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society or the Company or Apex Body or 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 and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Company/firm/Apex Body/ Federation regarding the occupancy and use of the

Apartment in the 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.

- (xii) Till the conveyance of the said Property/Layout Property is executed in favour of Apex Body, 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 buildings or any part thereof to view and examine the state and condition thereof.
17. The Allottee/s is/are aware that the said Navkar City Phase – I Part- 5 to be constructed under further development on the ROOF TOP of the said buildings shall be entitled to use Common Area and Amenities of Navkar City Phase – I Part – 5 with other occupants of Navkar City through a separate identified entrances as stated hereinabove. The allottees of Flats/Shops/ Apartment/offices/ Parkings in Adjoining Projects shall have free ingress and egress to Common excess to right of way through identified access. The Allottee's irrevocably agree(s), confirm(s) and covenant(s) that he/she/they shall not raise any objection or claim nor the Allottees shall hinder, obstruct and/or create nuisance for usage of common areas and facilities by the occupants of Adjoining Projects as mentioned hereinabove. It is expressly agreed and understood by the Allottee/s that his/her/their rights (subjects to payment of all amounts due and payable to the Promoters under these presents) are limited to the extent of the said Flat/Apartments only and not otherwise.
18. The Allottee/s of flats/Apartments of the Adjoining Project shall pay the maintenance charges and outgoing towards common areas and facilities to Apex Body/Federation and/or as per mutual consent of the Societies of Navkar City Phase -I Part 5 (defined below) at same rate as paid by Allottee's of Navkar City Phase -I.
19. The Promoter shall maintain a separate account in respect of 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 Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/Flat/s/Shop/s 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 as hereinbefore mentioned until the Society/Company Conveyance and the Apex Body Conveyance, as the case may be.



## 21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

21.1. After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Apartment/Flat/s/Shops] 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 who has taken or agreed to take such [Apartment/Flat/s/Shops].

## 22. BINDING EFFECT

22.1. 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 including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## 23. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexure, 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/Flat/Shops, as the case may be.

## 24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

24.1. 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 building, shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Flats/Shops], in case of a transfer, as the said obligations go along with the [Apartment/ Flats/Shops] for all intents and purposes.

## 25. SEVERABILITY :

25.1. 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

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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.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

26.1. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Entire Larger Project, the same shall be in proportion to the carpet area of the [Apartment/Flat/ Shop/s] to the total carpet area and/or as may be mutually agreed by and between the Parties hereto in respect of all the [Apartments/Plots] in the Project.

**27. 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.

**28. PLACE OF EXECUTION :**

28.1. 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 Naigaon/Nallasopara/ Virar/ Vasai 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 Naigaon/ Vasai/ Virar.

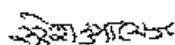
29. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

M/S. NAVKAR ESTATE & HOMES PVT. LTD., (Promoter)

Address : Survey No.332/7, Near Don Bosco High School,



Naigaon (E), Taluka Vasai, Dist. Palghar

Notified Email ID : apnaghar1@navkarhomes.com

29.1. 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.

30. 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.

31. Stamp Duty and Registration : The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

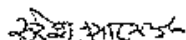
32. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. GOVERNING LAW :

33.1. 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 Hon'ble Vasai courts will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All That Free Hold Non Agricultural Property bearing (1) New Survey No.332, (Old Survey No.300), Hissa No.1, area admeasuring 1850 square meters, assessment Rs.1.44 Paise; (2) New Survey No.332, (Old Survey No.300), Hissa No.3, area admeasuring HRP 0-17-7, assessment Rs.1.37 Paise; (3) New Survey No.332, (Old Survey No.300), Hissa No.4, area admeasuring 4170 square meters, assessment Rs.3.31 Paise; (4) New Survey No.332, (Old Survey No.300), Hissa No.7, area admeasuring HRP 0-21-5, assessment Rs.1.88 Paise; (5) New Survey No.332, (Old Survey No.300), Hissa No.8, area admeasuring HRP 0-19-2, assessment Rs.1.50 Paise; (6) New Survey No.333, (Old Survey No.301), Hissa No.1, area admeasuring HRP 0-40-4, assessment Rs.2.88 Paise; (7) New Survey No.333, (Old Survey No.301), Hissa No.2, area admeasuring HRP 0-33-4, assessment Rs.2-31 Paise; (8) (7) New Survey No.332, (Old Survey No.300), Hissa No.6A, area admeasuring HRP 0-11-0, assessment Rs. \_\_\_ Paise; situate at Revenue Village Juchandra, Taluka: Vasai, Dist.: Palghar (Thane) , within the jurisdiction of Sub-Registrar Vasai I and within the limits of Vasai Virar City Municipal Corporation.



**THE SECOND SCHEDULE ABOVE REFERRED TO:**

All That the Apartment/Flat/Shop No. \_\_\_\_\_, on the \_\_\_\_\_ floor admeasuring \_\_\_\_\_ square meter carpet area together with the right to use the exclusive area of \_\_\_\_\_ square meter (Balcony (Open and enclosed) and , Pocket Terrace, Elevation Projection, Ancillary Area etc.) in the said Building Type - \_\_\_\_\_ IN \_\_\_\_\_ Wing, of Navkar City Phase I Part- 5 being constructed on the above mentioned Property and forming part of the layout "Navkar City" situated near Don Bosco High School, Naigaon (E), Taluka Vasai, Dist. Palghar -- 401 208.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Naigaon/ Vasai/ Virar, Taluka Vasai, Dist. Palghar in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED**

By the Withinnamed Promoter:

**M/S. NAVKAR ESTATE & HOMES PVT. LTD.**

Through its Authorised Signatory



\_\_\_\_\_ in the presence of

1.

2.

**SIGNED AND DELIVERED**

By the Withinnamed Allottee:

1. MR./MRS. \_\_\_\_\_

2. MR./MRS. \_\_\_\_\_

in the presence of

1.

2.

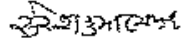
## RECEIPT

Received of and from the Allottee/s above named the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), on execution of this agreement towards Earnest Money Deposit or application fee/Part Payment received as on date against the sale of carpet area of Flat/Shop/Apartment only in various instalments out of the total agreed above said Sale consideration in respect of above said Apartment/ Flat/Shop/Office No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, of the said Building - \_\_\_\_\_ to be known as " \_\_\_\_\_", in Navkar City Phase I Part- 5, situated near Don Bosco High School, Naigaon East, Tal. Vasai, Dist. Palghar.

Subject to Realisation of Cheques.

I say received,

For M/S. NAVKAR ESTATE & HOMES PVT. LTD.,



\_\_\_\_\_  
(Authorized Signatory)

Witness :

1.

2.