

THIS DRAFT IS USED FOR AGREEMENTS AND VARIES FOR CAPTURING THE RELEVANT AND SPECIFIC TERMS THAT MAY BE APPLICABLE TO THE RESPECTIVE TRANSACTION. VALUES, NAMES, DATES, TIMELINES AND CONDITIONS WILL VARY FROM CASE TO CASE AND SUBJECT TO CHANGE.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this _____ day of May, 2024

BETWEEN

M/s VEDHAS REALTORS PRIVATE LIMITED, a company incorporated under the Companies Act and having PAN: AACCT2256L and having its registered office at 901, Glamcent, Central Avenue Road, Chembur, Mumbai 400071 (the "DEVELOPER", which expression shall, unless contrary to the context or meaning thereof, mean and include its successors in title and assigns) of the ONE PART;

AND

Mrs. Amrita Singh,

Mr. Navneet Singh

Mrs. _____ having PAN: _____ AND Mrs. _____ having PAN: _____ residing at _____

_____ hereinafter referred to as the "PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include him and all persons deriving title under or through him and permitted assigns) of the OTHER PART:

WHEREAS:

- A. By various means and assignments in law, Shilpashree Premises Co-operative Housing Society Limited (the "Society") duly registered under No.BOM/WM/HSG/TC/4119/1990 under the Maharashtra Co-operative Societies Act having its registered office at Shilpashree, N G Acharya Marg,



Govandi East, Chembur, Mumbai 400088 is the owner of and sufficiently or otherwise well and sufficiently entitled to a plot of Plot bearing CTS No.265-B (formerly CTS No.265(pt.) and 266(pt.) of Village Borla, Mumbai Suburban District, admeasuring 2,024.27 square meters (the “Plot”) along with a building known as “Shilpashree” consisting of ground plus three upper floors (the “Existing Building”) more particularly described in the First Schedule appearing hereunder.

B. By a Development Agreement dated June 23, 2014 (the “**2014 Development Agreement**”) duly registered under Serial No. KRL4-5527-2014 dated June 23, 2014 made between the Society on the one hand and the Developer on the other hand, the Society granted redevelopment rights in respect of the said Plot by demolishing the Existing Building and by constructing New Building for the consideration and on the terms and conditions recorded in the 2014 Development Agreement.

C. Pursuant to a Supplementary Development Agreement (the “**Supplementary Development Agreement**”) duly registered under serial No.KRL-1/858/2019 dated 22ND January, 2019 executed between the said Society, its existing members and the Developer, the Developer were granted additional development rights in respect of increased development potential on the Plot which had arisen on account of change in the Government policies, on the terms and conditions recorded therein.

D. The 2014 Development Agreement and Supplementary Development Agreement is hereinafter collectively referred to as the “**Development Agreement**”.

E. The Society has also granted an Irrevocable Power of Attorney dated June 23, 2014 (the “**2014 Power of Attorney**”) duly registered with the Office of the Sub-Registrar, Kurla-4, Mumbai Suburban District under serial No. KRL-4-5528-2014 dated June 23, 2014 and Irrevocable Power of Attorney dated 25th January, 2019 (the “**2019 Power of Attorney**”) duly registered with the Office of the Sub-

Registrar, Kurla-1, Mumbai Suburban District under serial No. KRL-1/1062/2019 dated 25th January, 2019, whereby the Society has appointed Mr. Dinesh Thapar and Mr. Paresh Mahant, Directors of the Developer as Constituted Attorneys of the Society; conferred with powers more particularly mentioned therein. The 2014 Power of Attorney and the 2019 Power of Attorney are hereinafter collectively referred to as the “**Irrevocable Power of Attorney**”.

F. In the circumstances aforesaid, the Developer became entitled to redevelop the said Plot by demolishing the said Existing Building and constructing a New Building on the said Plot in accordance with the plans, designs, specification approved by the concerned local authority and which has been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them and the Purchaser herein give their irrevocable consent to the Developer to carry out such variations or modifications.;

G. The Developer has appointed Shri B H Wadhwa, registered with the Council of Architects, as Architects (the “**Architect**”), whereas the Developer has appointed Shri Ran Muke of M/s. Advanced Creative Design Consultants as RCC Consultant (the “**RCC Consultant**”) for the preparation of the structural design and drawings of the New Building and the Developer accepts the professional supervision of the Architect and the RCC Consultant till the completion of the New Building;

H. In terms of the Development Agreement, the Developer has the right to sell the flats and allot the parking spaces in the Developer's Portion (as defined in the said Development Agreement) in the New Building on the said Plot, and, to enter into this Agreement with the purchasers of the flats and to receive the sale consideration in respect thereof. The Developer hereby acknowledges and confirms that the said Flat (as defined hereunder) is from the Developer's Portion and that the Developer has the absolute right to sell the said Flat and allot the said

L. The Developer has completed construction of the New Building to be known as “**THAPAR SUBURBIA**” comprising of Ground plus three podium floors plus sixteen habitable floors (the “**New Building**”) and has registered the New Building with the Real Estate Regulatory Authority (the “**Authority**”), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration bearing No. **P51800023381** dated 8th September, 2021 (hereinafter referred to as the “**RERA Certificate**”) for the Project and a copy of the RERA Certificate is annexed and marked as “**Annexure D**” hereto. However, as the Project is completed and the MCGM has issued Full Occupancy Certificate, the said RERA Certificate is now infunctuous. The Purchaser has, prior to the date hereof, examined all documents and information relating with the Project and has caused the same to be examined in detail by his Advocates.

M. The Purchaser has perused the approved building plans and the floor plan, designs and specifications prepared by the Architect, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided thereto. The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title relating to the said Plot and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”) and the RERA Act and the Rules made there under. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Developer to the said Plot and no requisition or objection shall be raised upon the Developer in any matter relating thereto;

N. The Purchaser has carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder

relevant information furnished by the Developer;

O. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase and acquire from the Developer, Flat No. 1805 admeasuring _____ sq.mt. (RERA carpet area) on the _____th Floor and one car parking for a lumpsum consideration of Rs. 2,25,66,000/- (Rupees Two Crore Twenty Five lakhs and upon the terms and conditions mentioned in this Agreement. Sixty Six Thousand only)

P. Under Section 4 of the MOFA and Section 13 of the RERA, the Developer is required to execute a written agreement for sale of the said Flat and also to register the said Agreement under the Indian Registration Act, 1908.

Q. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase and acquire, the said Flat and the right to use the Common Areas and Limited Common Areas, list whereof is annexed hereto and marked as "Annexure - E".

R. In this Agreement, the term "Purchaser" shall include the plural and the feminine gender of the Purchaser.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 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) In this Agreement, the capitalised terms, unless defined herein, shall have the meaning ascribed to them in the RERA Act and the Rules framed thereunder.
- 3) The Developer hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Developer Flat No. _____ admeasuring _____



ALL THAT piece and parcel of land bearing CTS No. 265-B, (formerly CTS No. 265(pl.) and 266(pl.) of Village Borla, Mumbai Suburban District admeasuring 2,024.27 square meters alongwith a building known as "Shilpashree" consisting of ground plus three upper floors situate at N G Acharya Marg, Govandi East, Chembur, Mumbai 400088 owned by 'Shilpashree' Premises Co-operative Housing Society Limited' and bounded as follows:

- On or towards East by: CTS No. 264
- On or towards West by: CTS No. 267
- On or towards North by: CTS No. 267
- On or towards South by: N. G. Acharya Marg

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of "the said Flat")

Flat No. 1805 admeasuring _____ Square Meters (RERA carpet area), on the 726 Sq. Ft. 18th Floor and One Stack Car Parking Space (collectively referred to as the "said Flat") in the New Building to be known as "THAPAR SUBURBIA" being constructed on the said Plot more particularly described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have caused this Agreement executed the day and year first hereinabove written.

SIGNED AND DELIVERED BY	PHOTO	THUMB IMPRESSION AND SIGNATURE
THE WITHIN NAMED DEVELOPER:		

Ref no 1505

Date

Estimate	
Plot No	1805
Type of Flat	2 BHK
Area in Sq ft	726
Total Number of Car Parks	1 Stack
Total Consideration Incl. Estimated Govt levies	
	Rs. 23,949,960
Consideration Value	Rs. 22,566,000
Stamp Duty & Registration	Rs. 1,383,960
Stamping & Registration Charges approx	
	Rs 15,000

Tentative Payment Plan



Event	Payment Milestone %	Instalment Amount (A)	Total - (C+ A+ B)	TDS to be paid directly to Govt (1% of A)	Total Instalment payable (C-TDS)
Booking Amount before Agreement (On or before 30/5/2024)	10.00%	2,257,000	2,257,000	22,570	2,234,430
Stamp Duty & Regn (As per Govt. For Sale)			1,383,960		1,383,960
Other Amount Due Currently (Payable On Or before 15/06/2024)	90.00%	20,309,000	20,309,000	203,090	20,105,910
Total	100.00%	22,566,000	23,949,960	225,660	23,724,300

* Scanning & Consolidation Charges as applicable at the time of Registration shall be borne by the Applicants
 * All taxes are indicative and may change due to any revision announced by the government / civic bodies etc.
 * Time for payment of installments & taxes is of essence. Interest is payable on all delayed payments as per guidelines under RERA
 * The Applicant(s) has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making actual payment or credit of such sum to the account of the Developer, as per section 194IA of the Income Tax Act 1961. Applicant(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961

Payments Towards Title Cost	VEDHAS REALTORS PVT LTD No.50200047/76283 HDFC Bank, Chembur. IFSC: HDFC0000013	CA
Payments Towards Taxes	VEDHAS REALTORS PVT LTD No.50200047/76283 HDFC Bank, Chembur. IFSC: HDFC0000013	CA

First / Sole Applicant

Second Applicant



BRIHANMUMBAI MUNICIPAL CORPORATION
ANNEXURE 20 & 22

OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND FULL OCCUPATION UNDER REG. 11(7) / 11(8) OF DCPR 2034

[CHE/ES/2031/M/E/337(NEW)/OCC/1/New of 31 May 2023]

To,
M/s. Shiplashree Premises C.H.S Ltd
CTS No 265(pt), 266(pt), N.G>Acharaya MArg, village Borla,chembur.

Dear Applicant,

The Full development work of Resi+comm building comprising of Full Occupation permission for Basement + Gr.(Pt) + Stilt (Pt) + 1st To 3rd Podium Floor + 4th (Pt) Podium Floor & Part Residential Floor + 5th to 19th Upper Residential Cum Commercial building in Continuation with Part Occupation permission for Ground Floor for Shops + 1st Podium Floor on plot bearing CTS No. 265(pt),266(pt) of village BORLA-E at _____ is completed under the supervision of Shri. B H Wadhwa , Architect , Lic. No. CA/82/7288 , Shri. RAM YASHWANT MUKE , Structural Engineer, Lic. No., STR/M/84 and Shri. Vijay Narang , Site supervisor, Lic.No. N/10/SS-I and as per development completion certificate submitted by Architect and as per completion certificate issued by Chief Fire Officer u/no. Online dated 21 July 2021 . The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

The FULL OC is approved subject to following conditions:

Note: This OCC/BCC is for basement + 2nd, 3rd Podium Floor for parking + 4th (Pt) Podium Floor for Recreational space & Part Residential Floor + 5th to 19th Upper Residential ,in Continuation with earlier Part OCC for Ground Floor for Shops + 1st Podium Floor granted on 03.11.2021 on Plot bearing C.T.S. No. 265-B Old CTS No. 265 (pt) & 266 (pt) of Village Borla at N. G. Acharya Marq, Govandi .

Copy To :

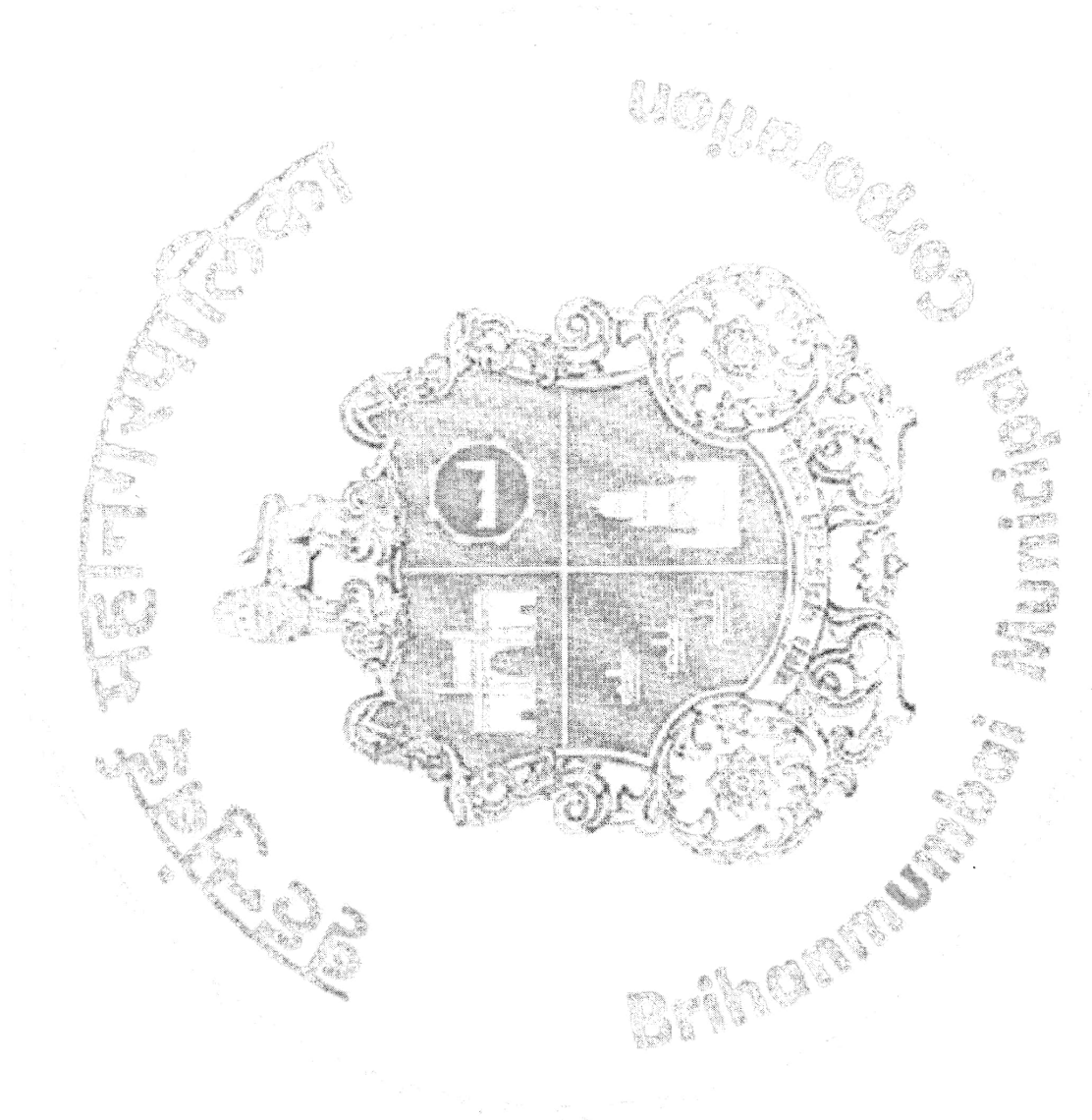
1. Asstt. Commissioner, M/E Ward
2. A.A. & C. , M/E Ward
3. EE (V), Eastern Suburb
4. M.I. , M/E Ward
5. A.E.W.W. , M/E Ward
6. Architect, B H Wadhwa, A 1 Wadhwa Bungalow CTS No 1210 of 10th Road Behind Jain Temple Chembur Mumbai 400071

For information please

Digitally signed by Bajirao Lahu Patil
Date: 31 May 2023 11:06:25
Organization: Brihanmumbai Municipal Cor
Designation: Executive Engineer



Yours faithfully
Executive Engineer (Building Proposal)
Brihanmumbai Municipal Corporation
M/E Ward



CHE/ES/2031/M/E/337
(NEW)/OCC/1/New

Page 2 of 2 On 31-May-2023



F



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[CHE/ES/2031/M/E/337(NEW)/OCC/1/New of 03 November 2021]

To,

M/s. Shiplashree Premises C.H.S Ltd
CTS No 265(pt), 266(pt), N.G>Acharaya Marg, village Borla,chembur.

Dear Applicant/Owners,

The **Part 1** development work of **Resi+comm** building comprising of **Ground Floor for Shops + 1st Podium Floor** on plot bearing C.S.No./CTS No. **265(pt),266(pt)** of village **BORLA-E** at _____ is completed under the supervision of Shri. **BANSI HASSANAND WADHWA , Architect** , Lic. No. **CA/82/7288** , Shri. **RAM YASHWANT MUKE** , RCC Consultant, Lic. No. **STR/M/84** and Shri. **Vijay Narang** , Site supervisor, Lic.No. **N/10/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **Online** dated **21 July 2021**.

It can be occupied with the following condition/s.

1) All balance conditions of IOD and Amended approval shall be compiled before asking full OCC.

2) All safety precautionary measures shall be taken in accordance to relevant I.S code and in consultation with Registered Structural Consultant / L.S during progress of the balance work and MCGM will not be held responsible against any claims, charges, losses or injuries to the occupants of building or any person visiting the site under reference

Note:- Part Occupation for Shop no. 1,2,8 and 10 i.e. without internal finishing & sanitary fitting and as per C.A. to Owner has submitted an indemnity Bond to the MCGM for grant of such permission, as per circular U/N. CHE/DP/9992/GEN Dated 06.07.2017.

Copy To :

1. Asstt. Commissioner, M/E Ward
2. A.A. & C. , M/E Ward
3. EE (V), Eastern Suburb
4. M.I. , M/E Ward
5. A.E.W.W. , M/E Ward
6. Architect, **BANSI HASSANAND WADHWA, A1 SHUBASHA, OFF 10th road Chembur**

For information please

Name : Bajirao Lahu Patil
Designation : Executive
Engineer
Organization : Personal
Date : 03-Nov-2021 18: 43:4



Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
M/E Ward



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800023381

Project: **THAPAR SUBURBIA** , Plot Bearing / CTS / Survey / Final Plot No.: **CTS NO-265B OLD CTS NO 265 pt and 266 pt OF VILLAGE BORLA at Kurla, Kurla, Mumbai Suburban, 400088;**

1. **Vedhas Realtors Pvt Ltd** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400071.**
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - o The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- o The Registration shall be valid for a period commencing from **12/12/2019** and ending with **30/06/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Manojkumar
(Secretary, Maharashtra)
Date: 08-09-2021 13:29:34

Dated: **08/09/2021**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

