**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**

**Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_ 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:**

1. 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.
2. 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.
3. 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.
4. The 2014 Development Agreement and Supplementary Development Agreement is hereinafter collectively referred to as the **“Development Agreement”**.
5. 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”**.
6. 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.;
7. The Developer has appointed Shri B H Wadhwa, registered with the Council of Architects, as Architects (the **“Architect”**), whereas the Developer has appointed Shri Ram 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;
8. 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 car parking space.
9. The title and the right of the Developer to develop and construct the New Building on the said Plot and to sell the flats out of the said Developer’s Portion is certified by Advocate Sanjay Sinha as per his certificate dated 18th November, 2019 (the **“Title Certificate”**). Copy of the aforesaid Title Certificate is annexed hereto and marked **“*Annexure A”***;
10. The said Plot stands in the name of the Society in the records of the City Survey Office. Annexed hereto and marked **“*Annexure B”*** is the copy of extract of the Property Register Card issued by the City Survey Office.
11. The Developer has drafted construction plans of the New Building by utilizing FSI (Floor Space Index), present and future, as may be available under the Development Control Regulations (the **“DCR”**) and Development Control and Promotional Regulations, 2034 (the **“DCPR”**) and/or any other rules/regulations/laws applicable to the said Plot. Intimation of Disapproval No.CH/ES/2031/M/E/337(NEW) dated 7th June, 2019 (the **“IOD”**) and the Commencement Certificate No.CH/ES/2031/M/E/337(NEW)/FCC/1/Amend dated 29th April, 2021 (the **“CC”**) has been grant­ed by the Municipal Corporation of Greater Mumbai (the **“MCGM”**) for commencing construction on the said Plot. Copies of the IOD and CC are annexed hereto and marked as ***“Annexure C-1”*** and ***“Annexure C-2”***, respectively. The copy of approved Block Plan, Location/Layout Plan and Plan showing Open Spaces is annexed hereto and marked as ***“Annexure C-3”***. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM or any concerned local authority at the time of sanctioning of the said plans or thereafter. The Developer has obtained from the MCGM Full Occupation Certificate in respect of the New Building bearing No.CHE/ES/2031/M/E/337(NEW) dated 31ST May, 2023 (the **“Occupation Certificate”**) and copy of the approved Occupation Certificate is annexed hereto and marked as ***“Annexure C-4”***.
12. 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 in now infructuous. 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.
13. 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;
14. 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;
15. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase and acquire from the Developer, Flat No.\_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mt. (RERA carpet area) on the \_\_\_\_th Floor and one car parking for a lumpsum consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) and upon the terms and conditions mentioned in this Agreement.
16. 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.
17. 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”***.
18. 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 \_\_\_\_\_\_\_ sq.mt. (RERA carpet area) on the \_\_\_th Floor and one Car Parking Space (collectively referred to as the **“said Flat”**) more particularly described in the Second Schedule appearing hereunder in the New Building being constructed on the said Plot, delineated on the Typical Floor Plan thereof annexed hereto and marked as ***“Annexure F”***, for a lumpsum consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) (the **“Total Consideration”**) which amount is inclusive of applicable Tax Deducted at Source (**“TDS”**) but excluding Taxes.

1. The Purchaser hereby agrees to pay to the Developer the Total Consideration as per the payment schedule mentioned below:
   1. Rs.\_\_\_\_\_\_\_\_\_\_/- plus Taxes as Application Fees.
   2. Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- plus Taxes On or Before Allotment.
   3. Balance amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- of the Total Consideration and

charges specified in Clause 30 plus Taxes On or before 30/06/2024.

1. Any Value Added Tax (“**VAT**”) or any Indirect Taxes, Cess, Levies (by whatever name called) (“**Taxes**”) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Flat, in addition to the Total Consideration` payable hereunder, shall be borne and paid by the Purchaser solely. The Purchaser hereby indemnifies and keeps indemnified the Developer from all claims in respect of payment of the Taxes. The Purchaser is solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), in respect of the Total Consideration. The Purchaser hereby indemnifies and keeps indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchaser in respect of these presents and/or the Total Consideration.
2. It is hereby agreed between the Parties that the said Total Consideration is escalation-free, save and except escalations/increases due to increase on account of Development Charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in Development Charges, cost, or levies imposed by the Competent Authorities etc., the Developer shall enclose the said notification/order/rule/ regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser.
3. The Purchaser acknowledges that the calculation of RERA carpet area in respect of the said Flat may undergo minor variation at the time of completion of construction of the said Flat. The Developer agrees that the variation in the RERA carpet area while handing over the said Flat to the Purchaser/s shall not be more than +/- 3% (three percent) of the RERA carpet area of the said Flat agreed under this Agreement. The Purchaser hereby agrees that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon him and he shall not object to such variation at any time.
4. The Developer confirms the final RERA carpet area that has been allotted to the Purchaser. If there is any reduction in the RERA carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the RERA carpet area allotted to Purchaser, the Developer shall demand additional amount towards the said Total Consideration from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement. The Developer shall execute in favor of the Purchaser any such appropriate agreement to record the aforesaid increase/decrease in the RERA carpet area of the said Flat.
5. The aforesaid Total Consideration to be paid by the Purchaser is inclusive of the proportionate price of the Common Areas appurtenant to the said Flat. The percentage of the undivided interest of the Purchaser in the Common Areas limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder to the total area of the said Plot/the New Building.

1. The Purchaser authorizes the Developer to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner. Time shall be essence of the contract as to aforesaid payments to be made by the Purchaser to the Developer. The Purchaser agrees to pay to the Developer, Interest (as specified in RERA), on all the delayed payment of Installments payable as per the Payment Plan and/or all other amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer.
2. The Developer shall construct the New Building in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time; Provided however that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat of the Purchaser, 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 Purchaser.
3. The Purchaser shall be entitled to use the Common Areas, External Development Works and the Internal Development Works provided by the Developer together with other purchasers of flats in the New Building, but Purchaser shall not be entitled to claim any right therein.
4. Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing and handing over the said Flat to the Purchaser. The Purchaser shall make timely payments of all installments of the Total Consideration and other dues payable by him.
5. The Purchaser shall be entitled to the said Flat only upon the Purchaser making full payment of all the amounts due and payable by him to the Developer. The Purchaser shall have no claim to the remaining portion of the said Plot or constructions thereon.
6. The Purchaser is aware and agrees that the car parking number shall be identified and intimated to the Purchaser at the time of handing over of possession of the said Flat and the same shall be subject to the rules governing the use of such car parking space as framed and administered by the Society.

16) The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 2,024.27 square meters only and under the terms of the Development Agreement, the Developer is currently entitled to utilize Floor Space Index of 6,558.63 by availing of TDR or Additional FSI available on payment of premiums or Fungible FSI or FSI available as Incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to the DCPR (collectively the **“FSI”**), which are applicable to the said Project.

1. The Purchaser hereby gives his irrevocable consent and/or No Objection to the Developer to make additions, alterations, raise floors or put additional structure as may be permitted by the MCGM/Local Authority and other competent authorities, without affecting the rights of the Purchaser to the said Flat. It is agreed that the Developer shall be entitled, without affecting the rights of the Purchaser to the said Flat, to revise the construction plans of the New Building and to utilize the FSI (present or future), as the Developer may desire and the Purchaser hereby irrevocably consents to the right of the Developer to revise and modify the construction plans of the New Building from time to time.
2. The Purchaser hereby agrees, accepts and confirms that the Developer proposes to develop the New Building (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and as depicted in the layout plan at ***Annexure “C-1”*** hereto and Purchaser has agreed to purchase the said Flat based on the unfettered and vested rights of the Developer in this regard.
3. Subject to the terms of the Development Agreement, the Developer shall be entitled to use the present unutilized and/or additional built up area FSI., TDR or FSI obtained in any form/by any means including FSI against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the said Plot. The Purchaser has hereby given his irrevocable consent therefor and the Developer shall be entitled to revise the layout/building plans, get them sanctioned from the competent authority construct the additional buildings/floors/units permitted by the competent authority and to allot/sell them to intending persons. Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or FSI obtained in any form as stated in above paragraphs on any open space/areas and/or on terraces above the building/s either prior to or after completion of the New Building.

1. The Purchaser shall make timely payments of all installments of the Total Consideration and other dues payable by him and take possession of the said Flat On or before 25/03/2024 (the “**Possession Date**”).
2. If the Developer fails or neglects to give possession of the said Flat to the Purchaser in terms of this Agreement or any further or other extended Possession Date/s as agreed to by the Parties herein in writing on account of reasons not beyond its control and of its agents by the aforesaid date the Purchaser shall have an option to withdraw and the Developer shall be liable to refund on demand to the Purchaser the amount already received by the Developer in respect of the said Flat with interest at the rate as specified in the RERA Rules, from the date the Developer has received the aforesaid amount of the Total Consideration till the date the aforesaid amount along with interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the New Build­ing in which the said Flat is to be situated is delayed on account of:
3. All force majeure events stipulated in the RERA Act including but not limited to war, civil commotion or act of God; or
4. Any notice, order, rules, notification of the Government and/or other public or competent authority; or
5. Any stay order/injunction order or direction issued by any Court of Law, Tribunal, competent authority, MCGM, statutory authority, high power committee; or
6. Any other circumstances that may be deemed reasonable by the Authority.

Provided that the Purchaser shall not be entitled to terminate this Agreement on any grounds other than those mentioned in this Clause.

1. The Purchaser hereby agrees to pay all the amounts (including Interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each instalment being the essence of this Agreement. Dispatch of demand letter by Email at the email address provided by the Purchaser or / and by Post/ Courier at the address provided by the Purchaser, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim non receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
2. Time shall be the essence of contract for all payments/deposits to be made by the Purchaser under this Agreement and at law. The Purchaser hereby agrees and undertakes to pay each Instalment on the due dates mentioned herein. Without prejudice to the above, if the Purchaser fails to make the payment on or before the due dates, then and in such an event, the Purchaser agrees to pay to the Developer Interest, as specified in the RERA Rules, on the amounts due and falling in arrears and it is specifically agreed that the amount received by Developer will be first appropriated towards Interest receivable by the Developer.
3. In the event the Purchaser defaults in payment of any amount on its due date, (including his proportionate share of taxes levied by the concerned local authority and other outgoings) and/or the Purchaser commit­s breach of any of the terms and conditions herein contained, without prejudice to the right of the Developer to charge Interest as mentioned above, the Developer shall be entitled at their own option to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer has given to the Purchaser 15 (fifteen) days prior notice in writing of its 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 this Agreement and the Purchaser has failed and/or defaulted in remedying such breach or breaches as mentioned in the notice within the aforesaid 15 (fifteen) days after having received such notice.
4. Provided further that upon termination of this Agreement as aforesaid, the Developer shall forfeit the Application Fee calculated @10% of the Total Consideration as adjustment towards liquidated damages. It is agreed that upon such termination, the Purchaser shall sign, execute, and register a Deed of Cancellation with respect to the said Flat. In the event Purchaser fails to do so, the Developer shall be entitled to retain the entire amounts collected by the Purchaser as stated above and the Purchaser shall not have entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Developer shall not be liable to pay to the Purchaser any interest on the amount refunded upon termination of this Agreement irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount. Further, the Developer shall not be liable to reimburse to the Purchaser any charges such as stamp duty, registration charges, Taxes, TDS or any other Government charges. The Purchaser shall seek refund of all taxes paid to the Developer directly from the statutory authorities. The Developer may provide all supporting documents as required by the Purchaser to facilitate them to receive such refunds directly from the statutory authorities. Upon the termination of this Agreement, the Developer shall be at liberty to sell the said Flat to any other person of their choice and at such price as the Developer may deem fit and the Purchaser shall not object to the same.
5. If within 5 (Five) years from the Possession Date mentioned herein, the Purchaser brings to the notice of the Developer any defect in the said Flat or the New Building in which the said Flat is situated or the material used therein, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Developer a reasonable compensation for such defect. The word defect hereinabove stated shall mean only the structural internal/external defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains etc.
6. It is clarified that the liability of the Developer under Clause 26shall not extend to:
7. any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other purchasers in the New Building (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the said New Building.
8. defect caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the internal fittings/fixtures provided therein. Defects in internal fittings/fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such internal fittings/fixtures in this regard.
9. The Purchaser shall, within 7 (Seven) days from the date of receipt of demand from the Developer in accordance with the terms of this Agreement, pay to the Developer such sum or sums of amount or amounts, as mentioned herein being his proportionate share of deposits to be permanently retained with different authorities and/or with the Developer and also amounts towards outgoings and expenses necessary and incidental to the management and proper maintenance of the said Plot and/or the said New Building including the recreational facilities including but not limited to:
10. Municipal Cess/Charges/Taxes,
11. Water Charges/Taxes,
12. Electricity Charges.
13. 6 months outgoings in advance (specified hereinafter),
14. Advance towards Municipal Taxes, as determined by the Developer,
15. Any other dues as herein otherwise contained as may be applicable also payable at the time of delivery/possession of the said Flat.

1. The Purchaser shall on or before delivery of possession of the said Flat also pay to the Developer the following amounts:

|  |  |  |
| --- | --- | --- |
| I | On actuals | Internal Development and Infrastructure Charges |
| II | Rs.0/- | Towards Documentation & Legal Charges |
| III | Rs.0/- | Towards Utilities (Supply and Connection) to the New Building/the Flat including Deposits |
| IV | On actuals | Share Money Application/Entrance Fee, etc. payable to the Society |
| V | On actuals | Contribution towards Corpus Fund of Society |
| VI | On actuals | Maintenance and other charges (the “**Maintenance Deposit**”) for 6 (Six) months from the date of Possession. |

1. The amounts so paid by the Purchaser to the Developer shall not carry any interest and the Developer shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society, as and when the New Building is completed.
2. From the date of delivery of possession of the said Flat (which date means the Possession Date) irrespective of whether the Purchaser has taken possession of the said Flat or not for any reason whatsoever), the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the said Plot and the New Building inclusive of but not limited to 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 said Plot and the New Building. The Purchaser further agrees that till the Purchaser’s share is so determined the Purchaser shall pay to the Developer/Society such provisional monthly contributions as may be determined by the Developer/Society towards the said outgoings. Unless the Purchaser has deposited/paid to the Developer/Society the said Maintenance Deposit, towards the aforesaid outgoings, the Developer shall not be bound to hand over the possession of the said Flat to the Purchaser. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills for the said Flat. The Purchaser shall be liable to pay electricity charges of individual meters separately. The Maintenance Deposit so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer and subject to the provisions of RERA, the balance of the Maintenance Deposit, if any, shall be paid by the Developer to the Society and from that date onwards, the Society shall apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developer/Society that the said Maintenance Deposit are not adequate to meet the outgoings, the Developer/Society shall have the right to demand the payment of additional deposit from the Purchaser, and the Purchaser hereby agree/s to meet such requisition without protest within 7 (seven) days thereof.
3. The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchaser towards total consideration of the said Flat and as advance or deposit, sums received on account of Share Money and Entrance Fees and Corpus Fund payable to the Society, and the Maintenance Deposit. Provided that the Developer shall be allowed to withdraw the amounts from such account and utilize the same as completed under the said Act and Rules made thereunder.
4. If any amounts due and payable by the Purchaser remains unpaid then the Developer at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser or from any amount payable to the Purchaser and adjust the account accordingly and in case still there are dues from Purchaser make demand accordingly.
5. In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over and above the charges specified above, the same shall be payable by all the purchasers of the flats in proportionate share and the Purchaser/s agree/s to pay within 7 (Seven) days of demand to the Developer/Society his/her/its/their share of such deposit or money.
6. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the MCGM, Local authority, Government and/or any other public authority in respect of the said Flat and/or the New Building, the same shall be the responsibility of the all the purchasers of the flats in the New Building and the same shall be borne and paid by all the purchasers including the Purchaser in proportionate shares. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser in Project, the same shall be in proportion to the RERA carpet area of the said Flat to the total RERA carpet area of all the other premises/units/areas/spaces in the New Building.
7. The Developer and the Society is entitled to aggregate any contiguous Plot parcel with the development of the said Plot, as provided under the Proviso to Rule 4(4) of the RERA Rules; The Developer and the Society shall be entitled to amalgamate the said Plot or any part thereof with any other property or vice versa and upon such amalgamation, the Developer and the Society shall be entitled to alter the layout as it may deem fit. The Purchaser hereby grants his irrevocable consent for such change/modification/alteration of layout.
8. The Purchaser agrees that name of the New Building shall be **“THAPAR SUBURBIA”** by THAPAR REALTORS, and the Purchaser and the Society shall not be entitled to change the name of the New Building without written consent of the Developer. The Developer shall be entitled to put hoarding/boards/signage of their brand name and name of the New Building on the Plot and/or on the façade, terrace, compound wall or any other part of the New Building. The Purchaser agrees that the Purchaser and the Society shall not be entitled to remove hoarding/boards/signage put by the Developer.
9. The Developer shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Flat/s in the said building, locations of the said project amenities, other buildings out of the said project and that of utilities etc, as well as to increase or decrease the total number of Flats in the said building. The Purchaser hereby grants his irrevocable consent for such change/modification/alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Developer, without adversely affecting design/area of the Flat agreed to be purchased by the Purchaser.
10. In case the Developer has unsold flats on Developer’s Portion after the New Building is complete, in that case the Developer shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser or the Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new purchaser/s shall be given membership of the Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser as well as the Society shall extend all co-operations to the Developer and the new purchaser/s in this regard.
11. In the event any portion of the said Plot being required by any utility/service provider for installing any electric sub-station/transformer etc., the Developer/Society shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developer/Society deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.
12. All the common areas amenities and facilities of the New Building shall remain under the charge and control of the Developer till the New Building is completed and Society takes over the control and management. After the Developer executes this Agreement, the Developer shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.
13. The Purchaser shall become a member of the said Society and shall abide by the bye-laws of the Society. The Society shall admit all purchasers of flats and premises in the said New Building as members, in accordance with its bye-laws.
14. The Developer may sell, transfer or assign all their rights, title and interest in the said Property (subject to the rights and interests created in favour of the Purchaser under this Agreement) including in respect of the unsold flats in the said Building but without in any manner affecting the Purchaser’s rights. The Purchaser hereby irrevocably and unconditionally declares, agrees, undertakes, covenants, confirms and assures that it shall not raise objection to the aforesaid right of the Developer in any manner. The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the New Building, if any. The Developer shall not be liable to pay any maintenance or common expenses in respect of any unsold flats in the New Building. The Developer shall however, bear and pay proportionate assessment in respect of the unsold flats in the New Building.
15. The Purchaser for himself with intention to bind all persons into whomsoever hands the said Flat may come, doth hereby covenant with the Developer as and thereafter to the Society;
16. To maintain at his own cost the said Flat agreed to be purchased by him in the same condition, state and order in which it is delivered to him and to abide by all bye-laws, Rules and Regulations of the Government, the MCGM, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this presents.
17. To maintain the said Flat at his own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the New Building, in which the said Flat is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the New Building and the said Flat itself or any part thereof.
18. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construc­tion or structure of the New Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the said Flat is situated and in case any damage is caused to the New Building in which the said Flat is situated or to the said Flat on account of negli­gence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
19. To maintain the said Flat and to carry at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the New Building in which the said Flat is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority. And in the event of the Purchaser committing any act in contravention of the above provi­sion the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority.
20. Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, internal fittings make or cause to be made any addition or alternation of whatever nature in or to the said Flat or any part thereof, nor make any alternation in the elevation and outside color scheme of the New Building in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat.
21. The Purchaser shall permit the Developer and their agents at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and shall make good, within 3(three) months of the Developer giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Developer to the Purchaser.
22. The Purchaser shall permit the Developer and their agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the New Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes.
23. To use the said Flat for residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the New Building or to the Developer or occupiers of the neighboring properties nor for any illegal or immoral purpose.
24. Not to carry out any additions/alterations to the said Flat without prior written consent of the Developer/Society.
25. The Purchaser shall furnish the said Flat at his entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Plot and if the Purchaser fails to do so the Developer shall do so and deduct the amount of such cost from the Deposits deposited by the Purchaser with the Developer.
26. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
27. Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said Flat in any portion of the said Plot.
28. To bear and pay increase in local taxes, water charges, ground rent, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser viz. user for any purposes other than as stipulated herein;
29. Not to sub-let, transfer, assign or part with the Purchaser’s interest or benefit in this Agreement or part with possession of the said Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and until the Purchaser has obtained written consent from the Developer in that behalf.
30. The Purchaser shall not change the façade or decorate the exterior of the said Flat or make any alterations in the elevation and outside color scheme of the said Flat without the prior written consent of the MCGM and the Developer or the said Association as the case may be.
31. The Purchaser/s shall not alter or modify the external elevation of the New Building.
32. The Purchaser shall not install window/split air conditioners at any other place than the place designated by the Developer.
33. Till the date of receipt of possession of the said Flat by the Purchaser from the Developer, after paying the Total Consideration and all other dues to the Developer, the Purchaser shall not be entitled to sell and/or transfer his right, title, interest and benefits under this Agreement to any third party without obtaining No Objection Certificate from the Developer.

1. Nothing contained in this Agreement is in­tended to be nor shall be construed as a grant, demise or assignment in law of the said Plot and/or the New Building and/or any part thereof. The Purchaser shall have no claim save and except of the said Flat and undivided interest in the common areas and facilities. The Plot, the New Building and all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc. shall always belong to the Society.
2. Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer until the parties have signed and registered it with the concerned Sub-Registrar in Mumbai. The copy of the Board Resolution authorizing the authorized signatory of the Developer is annexed hereto as ***Annexure “G”.***
3. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-com­pliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.
4. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, by Registered Post A.D./Under Certificate of Posting at his address specified above or by Email to his email address specified above. All communications shall be sent by the Developer to the Purchaser whose name appears first and at the address/ email address given by him which shall for all intents and purposes to consider as properly served on all the co-purchasers.
5. The Developer is required under the Act to have the New Building insured by an insurance company. The Developer represent that it shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector.
6. It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Building shall equally be applicable to and enforceable against any subsequent Purchaser/Transferee of the said Flat, in case of transfer, as the said obligations go along with the said Flat for all intents and purposes.
7. This Agreement along with its Schedules and Annexure constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Flat, as the case may be.
8. This Agreement may only be amended by written consent of the parties hereto.
9. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Mumbai as per the provisions of RERA and the rules and regulations made thereunder.
10. This Agreement and the rights, entitlements and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.
11. This Agreement shall always be subject to the provisions of the MOFA i.e. The Maharashtra Ownership Flats (Regu­lation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and RERA i.e. the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA 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.

**THE FIRST SCHEDULE ABOVE REFERRED TO**:

(Description of “the said Plot”)

ALL THAT piece and parcel of land 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 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.\_\_\_\_\_ admeasuring \_\_\_\_\_\_ Square Meters (RERA carpet area)*,* on the \_\_\_\_\_th Floorand 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 THE WITHIN NAMED DEVELOPER: | PHOTO | THUMB IMPRESSION  AND SIGNATURE |
| M/s VEDHAS REALTORS PRIVATE LIMITED, by the hand of its Authorized Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

In the presence of:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER: | PHOTO | THUMB IMPRESSION  AND SIGNATURE |
| 1. **Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** 2. **Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |

In the presence of:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TABLE OF ANNEXURES:**

|  |  |
| --- | --- |
| **ANNEXURE** | **PARTICULARS** |
| A | Title Certificate |
| B | Property Register Card |
| C-1 | Intimation of Disapproval |
| C-2 | Commencement Certificate |
| C-3 | Block Plan, Location/Layout Plan & Plan showing Open Spaces |
| C-4 | Full Occupation Certificate |
| D | RERA Certificate |
| E | Common Facilities in the building and Internal Amenities and Finishes to be provided in the said Flat |
| F | Typical Floor Plan |
| G | Board Resolution of Developer |
| H | Letter from the Developer to Shilpashree CHS relating to flat 1001 |
|  |  |

RECEIPT

RECEIVED from the within-named Purchaser, the amounts listed herein below being part payment of Total Consideration payable by the Purchaser in respect of the said Flat:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No. | Date | Cheque/  PO No. | Bank | Amount |
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WE SAY RECEIVED1., M/s VEDHAS REALTORS PRIVATE LIMITED

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

(DEVELOPER)