

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“said Agreement”) is made at Mumbai on this _____ day of _____ in the Christian Year Two Thousand and Twenty Two (2024);

By and between;

M/S. VENGURLEKARS SHREE SAI BUILDERS AND DEVELOPERS PRIVATE LIMITED, a private limited company incorporated and registered in India, under the Indian Companies Act, 1956 and having its place of business at B-304, Om Datta Apartment, Par Naka, Dahanu, Palghar, Maharashtra - 401601 **through its Director SHRI VIJAY M. VENGURLEKAR**, hereinafter referred to as **“THE DEVELOPER/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

Mr. HITESH KUMAR, an adult Indian inhabitant residing at 602, 6TH FLOOR , KALPAK TOWER CHS , KOPAR ROAD, NEAR AMBA BHAVANI MANDIR . DOMBINALI (WEST) THANE , Maharashtra -421202 , having **PAN: ABNPH5131R** ; And hereinafter collectively referred to as **“THE FLAT PURCHASER/ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

include his/her/their executors, administrators, successors and permitted assigns) of the **SECOND PART**;

(The Developer/Promoter and the Flat Purchaser/Allottee/s shall hereinafter collectively be referred to as the 'Parties' and individually as the 'Party')

WHEREAS:

- A. The Maharashtra Housing and Area Development Authority (MHADA) is the owner of large parcel of land including all that piece and parcel of land admeasuring 592.06 square mtrs + titbit area 85.27 sq. mtrs. bearing Survey No. 135 (pt) and C.T.S. No. 835 (pt), C.T.S. No. 838 (pt), C.T.S. No. 839 (pt) situated, lying and being at Azad Nagar, Off Veera Desai Road, Andheri (W), Mumbai – 400053 within the registration District and Sub-district of Mumbai city and Mumbai sub-urban, and more particularly described in the schedule hereunder (hereinafter referred to as the “**said Plot of Land**”).
- B. In pursuance of Indenture of Lease dated 05/06/1995(said Lease Deed), MHADA granted lease of said Plot of land recording survey no. 135(pt) for the period commencing from 01/04/1980 alongwith the ownership rights of the structure standing thereon in pursuance of Sale Deed in favour of the Society i.e., **Azad Nagar Chaitra Co-operative Housing Society Limited**, a society duly registered under the provisions of the Maharashtra Co-operative Societies Act 1960 bearing Registration No. BOM(W)-K/W/HSG(OH)/7549/93-94 and having it's registered office at Building no. 26, Chaitra Co-Operative Housing Society Ltd, Azad Nagar, Off Veera Desai Road, Andheri (W), Mumbai-400 053

(**said Society**), society is thus Lessee of the said Plot of Land and is the owner and seized and possessed of and well and sufficiently entitled to a Building No.26 known as “**Azad Nagar Chaitra Co-operative Housing Society Limited**” originally consisting of ground and three upper floors containing 16 flats and other structures standing on the said Plot of Land (hereinafter collectively referred to as the “**Existing Structures**”). The then Existing Structures has since been demolished. (Unless referred to individually, the said Plot of Land and the then Existing Structures are hereinafter collectively referred to as “**said Property**”).

- C. The original allottees of the flats in the then Existing Structures standing on the said property formed themselves into a co-operative housing society, being the Society herein and become Members of the Society. There are 16 Members of the Society. The premises contained in the then existing structures were occupied by the Members of the Society.
- D. The then Existing Structures were construed in or about 1970. The then Existing Structures were in dilapidated condition and required heavy repairs. Considering this and the expenditure for the repairs, the Society at the special General Body Meeting of the society held on 02.01.2008 entrusted the development rights to the developer M/s Swastik Realty Private Limited (for brevity's sake hereinafter referred to as the said ‘**Original erstwhile Developer**’) for carrying out the development and reconstruction on the said property.
- E. By a Development Agreement dated 17th March 2008, duly registered with Sub-Registrar Andheri Bearing registration No.

BDR-1/2864/2008 and read alongwith Confirmation Deed dated 27th March 2008 duly registered with Sub-registrar, Andheri Bearing registration No. BDR-1/03173/2008 and Corrigendum dated 13th February 2015 duly registered with Sub-Registrar, Andheri Bearing registration No. BDR-1/1371/2015 , executed by and between the Society , and said M/s Swastik Realty Private Limited (thereinafter collectively referred to as the “**Development Agreement**”), the Society granted Development rights in respect of the said property to the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited on the terms and conditions therein contained. Pursuant to the Development Agreement, the Society executed Power of Attorney dated 17.03.2008 duly registered with Sub-registrar, Andheri Bearing registration No. BDR-1/2865/2008 r/w Power of Attorney dated 27.03.2008 duly registered with Sub-registrar, Andheri Bearing registration No. BDR-1/3174/2008 and Power of Attorney dated 13.02.2015 duly registered with Sub-registrar, Andheri Bearing registration No. BDR-1/1373/2015 in favour of the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited. A copy of the Index-II of the said Development Agreement and Confirmation Deed and Corrigendum Deed and Power of Attorney annexed hereto and marked as **Annexure “ 1 ”**, **Annexure “ 2 ”**, **Annexure “ 3 ”**, **Annexure “ 4 ”**, **Annexure “ 5 ”**, **Annexure “ 6 ”** respectively.

F. Pursuant to the Development Agreement;

- (i) The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited applied and obtained NOC dated 1st October 2010 bearing Reference No. CO/MB/ARCH/NOC/F39/6186/2010 for development from MHADA and demolished the Existing Structures. A copy

of the said NOC is annexed hereto and marked as the **Annexure “ 7 ”**;

(ii) The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited submitted plan for redevelopment of building to the Municipal Corporation of Greater Mumbai (“MCGM”) and in pursuance whereof the Municipal Corporation of Greater Mumbai has originally sanctioned the said plans for constructions of the new building on the said Plot consisting of Ground Floor on STILT +5TH Floor residential upper floors and has issued the Intimation of Disapproval (“IOD”) bearing No. CHE/0126/K/337 (NEW) dated 30th October 2010;

(iii) All the Members of the said society vacated their respective the then existing premises and handed over quiet and vacant possession thereof to the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited for redevelopment of the said Property and the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited has demolished the Existing Structures;

G. The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited had entered into development Agreement with the Society for providing new premises to the members in the said proposed building to be constructed on the said Plot of Land in lieu of the members then existing premises.

H. Out of the Total old premises, premises admeasuring 55.74 square meters (carpet area) to each of the Member, aggregating to premises admeasuring 891.84 square meters (carpet area) would be constructed and allotted to the Members (hereinafter

referred to as the “**Members New Premises**”) and the balance premises, parking’s (except 16 Parking’s), flats, premises, tenements and all other premises and areas in the buildings and/or within the Plot of Land, would be available for Free Sale (hereinafter referred to as “**Sale Premises**”).

- I. The original erstwhile Developer i.e., M/s Swastik Realty Private Limited based on the aforesaid IOD, received Commencement Certificate dated 6th March, 2013 and consequently from time to time has been issued by MCGM. The MCGM has sanctioned the revised plans and amended the IOD as per IOD dated 14th January 2015. As per approved plan and FSI permission IOD and C.C. to construct the building up to 11 (pt) floor is granted by MCGM. A copy of the said amended IOD dated 30th October 2010 and C.C. is attached hereto and marked as **Annexure “ 8 ”** and **Annexure “ 9 ”** respectively
- J. The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited submitted revised building plans to the MCGM. The MCGM has sanctioned the revised plans and amended the IOD dated 14th January, 2015. The Original erstwhile Developers pursuant to the said IOD has constructed 11 (pt) floor of the new proposed building on the said property. A copy of the said amended IOD is attached hereto and marked as **Annexure “ 10 ”**.
- K. The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited availed finance from Religare Finvest Limited for the redevelopment of Building of Azad Nagar Chaitra Co-operative Housing Society Limited, Building No. 26, Azad Nagar, Andheri (West), Mumbai – 400053 and interalia created

the charge as recorded in writing entered and executed between them recording terms and conditions mentioned thereunder.

- L. The Original erstwhile Developers i.e., M/s Swastik Realty Private Limited applied to MHADA for obtaining FSI beyond the existing built up area (2.5 FSI/) as per revised MHADA policy resolution No.6260 dated 04/06/2007 as the same is available as balance FSI in the layout. Aggregating to total FSI being Consumable is 3138.16 sq. mtrs. The same was approved by MHADA vide their revised offer letter dated 24th May 2017 bearing No.CO/MB/REF/NOC/F-39/729/2017.
- M. The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited has registered the Project on the said as a real estate project under the provision of the Real Estate (Regulation and Development Act.2016 (“**RERA**”) bearing registration number P51800005637.
- N. Consequently, the Original erstwhile i.e., M/s Swastik Realty Private Limited contemplated to transfer and assign to the Developer/Promoter herein, the Development Rights in respect of the said Property and also all rights, title, interest, benefits, advantages of the Original erstwhile Developers under the said Development Agreement alongwith constructed building comprising 11 (pt) floor of the proposed new building on the said property constructed by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited with confirmation of the society.
- O. Pursuant to the provision under section 15 of RERA 2016. The Original erstwhile Developer i.e., M/s Swastik Realty Private Limited approached the Society and requested the Society to permit approve, acknowledge and confirm the transfer and assignment of the Development Rights in respect of the said

property also all rights, title, interest, benefits, advantages of the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited under the Development Agreement of the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited along with the constructed building comprising of 11(pt) floor of the proposed new building on the said property constructed by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited to the Developer/Promoter herein. Pursuant to the provision under section 15 of RERA 2016, the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited had applied to RERA Authority and got the revised Registration Certificate in favor of the Developer/Promoter herein.

- P. Consequently the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited contemplated to transfer and assign to the Developer/Promoter, the Development Rights in respect of the said Property and also all rights, title, interest, benefits, advantages of the Original erstwhile Developers under the said Development Agreement alongwith constructed building comprising 11 (pt) floor of the proposed new building on the said property constructed by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited unto the Developer/Promoter herein. The Developer/Promoter herein accepted the aforesaid offer of the transfer by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited i.e., for transfer of the Development Rights in respect of the said property and also all rights, title, interest, benefits, advantages of the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited under the Original Development Agreement date 17th March 2008 with Power of Attorney dated 17th March 2008, Confirmation Deed dated 27th

March 2008 and Corrigendum dated 13th February 2015 with Power of Attorney dated 17th March 2008 r/w Power of Attorney dated 27.03.2008 and Power of Attorney dated 13.02.2015 (collectively all three Power of Attorneys are hereinafter referred to as 'Said Old Power of Attorneys') alongwith the constructed building comprising 11(pt) floor of the proposed new building on the said property constructed by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited on the terms and conditions contained therein in the Assignment Agreement dated 12/7/2019.

Q. The Society in its Special General Meeting held on 24/03/2019 after considerable deliberations interalia resolve and permitted, approved, acknowledge and confirmed the transfer and assignment of the Development Rights in respect of the said Property and also all the rights, title, interest, benefits, advantages of the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited under the Development Agreement date 17th March 2008 with Power of Attorney dated 17th March 2008. Confirmation Deed dated 27th March 2008 with Power of Attorney dated 27/03/2008, Corrigendum dated 13th February 2015 with Power of Attorney dated 13/02/2015 by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited to the Developer/Promoter. It was also resolved to execute and register assignment and all other deeds documents and writing documents and writing in favour of the Developer/Promoter. It was also resolved by the Society that the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited, under Sec 15 of RERA 2016, to apply MAHARERA for approval of change of and transfer

assignment of Redevelopment project of the said property and seek revised RERA registration.

R. Pursuant to the aforesaid, the said society, Original erstwhile Developer i.e., M/s Swastik Realty Private Limited and Developer/Promoter herein i.e., M/s. Vengurlekars Shreesai Builders and Developers Pvt. Ltd. entered and executed among themselves Assignment Agreement dated 12/07/2019 duly registered with the Office of the Sub-Registrar of Assurances at Andheri, under Serial No. BDR-16/6521/2019 (said Assignment Agreement), annexed hereto and marked as **Annexure “11”**, recording the terms and conditions agreed between them for transfer and assignment of the Development Rights in respect of the said Property alongwith the constructed building comprising of 11(pt) floor of the proposed new building on the said property constructed by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited and also all the rights, title, interests, benefits, advantages of the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited under the said Development Agreement, Confirmation Deed and Corrigendum by the Original erstwhile Developer i.e., M/s Swastik Realty Private Limited to the Developer/Promoter upon terms and conditions recorded thereunder. (Said Development Agreement date 17th March 2008, Confirmation Deed dated 27th March 2008, Corrigendum dated 13th February and Assignment Agreement are collectively hereinafter referred to as **“the said Agreements”**). The Society in the consequences as aforesaid revoked the Said Old Power of Attorneys.

- S. On execution of Assignment Agreement, as per terms recorded thereunder, the Developer/Promoter with M/s Swastik Realty Private Limited approached the Religare Finvest Ltd. (said RFL) and in consequences of the subsequent writing Developer/Promoter herein is obligated to make the residue payment as per time prescribed by said RFL.
- T. In pursuance of the aforesaid Agreements, subject to whatever is stated hereinabove, the Developer/Promoter is entitled to and enjoined upon to complete the Redevelopment and construct building on the said property as per terms and conditions set out in the said Agreements with authority to sell the Residential Flats/Shops/Commercial Premises on Ownership basis and receive the consideration on its own account in view of whatever stated hereinabove and in lieu of Developer/Promoter agreed to compensate the Society in terms recorded in said Agreements and society had also given necessary Power of Attorney dated 17/10/2019 (hereinafter referred to as **the said Power of Attorney**) in favour of Mr. Vijay M. Vengurlekar, the Director of M/s. Vengurlekars Shreesai Builders and Developers Pvt. Ltd. and is duly registered with the Office of the Sub-Registrar of Assurance, interalia authorized the Developer/Promoter and/or its authorized representative to sign the necessary Deeds/Documents and effectuate the sale transaction etc. in favour of intended Purchaser/Allottee/s/parties as they deems fit and proper. Hereto annexed and marked at **Annexure “12”** is the copy of the said Power of Attorney dated 17/10/2019.
- U. Subject to whatever is stated hereinabove, Developer/Promoter are thus well and sufficiently entitled for the Redevelopment

Rights in said property as well to deal with the Developers Entitlement in the said Property including Building Constructed on said Property described in First schedule hereunder written.

V. The Developer/Promoter is entitled to construct buildings on the said Land/Property in accordance with the Recitals hereinabove.

W. The Developer/Promoter is developing building known as ‘Vengurlekars Chaitra’ on the said property/Land and proposed as a “real estate project” (“the Real Estate Project”) and the application already processed with the Real Estate Regulatory Authority (“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”).

X. Developer/Promoter has availed the updated RERA Certificate bearing no. P51800005637 annexed hereto at **Annexure – C** and made available to the Purchaser/Allottee/s, the Purchaser/Allottee/s shall examine the copy of the RERA Certificate and cause the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser/Allottee/s has agreed and consented to the development of the Real Estate Project. The Purchaser/Allottee/s shall examine all documents and information that will be uploaded by the Developer/Promoter on the website of the Authority as required by RERA and the RERA Rules, within 15 days from the Developer/Promoter notifying and has understood the documents and information in all respects.

Y. The principal and material aspects of the development of the Real Estate Project, are briefly stated below: -

- (i) The Real Estate Project consists of one Building to be known as “Vengurlekars Chaitra”
- (ii) The details of Building are as follows:
 - a. the Real Estate Project will be of Ground + Service Floor + 19 upper floors and may extend the further floors and allottee consent and confirms for the same and present writing is construed as his/her/their Consent for such purpose; for utilization of full potential of the said plot;
 - b. so far commencement certificate for 11 floors is issued by planning authority.
 - c. With further permission the same can be proposed for further 2 Floors i.e., upto Ground + Service Floor + 21 upper floors.
- (iii) The Real Estate Project shall comprise various units/premises (including 16 rehab flats) as per the list to be submitted with the RERA authorities upon registration of the Real Estate Project and after availing further Commencement Certificate.
- (iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchaser/Allottee/s and are listed in the “THE THIRD SCHEDULE” hereunder written (“Real Estate Project Amenities”).
- (v) The Developer/Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards or other material on the Real Estate Project and on the facade, terrace, compound wall, entrance lobby or other part of the Real Estate Project. The Developer/Promoter shall also be entitled to place, select,

decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs until the entire sale premises is disposed of, for announcing the redevelopment of the said property is being undertaken by the Developer/Promoter and for the purposes of marketing the Sale Premises by Developer/Promoter and further for the purpose of indicating to the general public that the New Building is being constructed/developed/redeveloped by the Developer/Promoter till the completion of the re- development project and after Completion of New Building and handing over the Completed New premises to the Members/Allottees/Society.

- (vi) The new building being reconstructed shall consist of Ground + Service Floor + 19 upper floors and may extend the further floors, consisting of Residential flats to be constructed by acquiring FSI in the name of the Society as per the Rules and Regulations and as per plans and specifications that may be sanctioned and approved by MHADA/MCGM/Collector/Government;
- (vii) The Developer/Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Property (defined below), in full or in part, as may be required by the applicable law from time to time and not otherwise or for any other reason.
- (viii) The Developer/Promoter will be entitled to develop the said Property by itself and may also be entitled to, subject to the terms and conditions contained in the said Agreements, mortgage and charge the other saleable areas to be constructed thereon from time to time but without making the society, allottee herein and its existing members a party to the said

mortgage, charge or lien of such Other saleable area and also to the repayment or any vicarious liability connected to the said encumbrances.

- (ix) The nature of development of the said Property would constitute a mixture of users as may be permissible under applicable law from time to time. The Developer/Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Property, as provided under the Proviso to Rule 4(4) of the RERA Rules and subject to terms of the Development Agreement.

Z. Accordingly the Developer/Promoters, by acting upon the said Assignment Agreement as well in course of the proposed Redevelopment had simultaneously at its own cost procured the Approvals and Sanctions from the Concerned Municipal Corporation Of Greater Mumbai (MCGM)/Maharashtra Area and Housing Development Authority (MHADA), thus IOD and Work Commencement Certificate in respect of the building to be constructed on the said property had been issued by the Municipal Corporation of Greater Mumbai/ Maharashtra Area and Housing Development Authority (MHADA) and subsequently necessary permissions by Maharashtra Area and Housing Development Authority (MHADA) (being the current planning authority). Copies of IOD and Work Commencement Certificate and are hereto Annexed as **Annexure 8** and **Annexure 9** and thus as per the plans/scheme presently sanctioned/approved in respect of which the concerned Development/planning authority has issued IOD/CC as aforesaid, the Developer/Promoters have presently proposed to construct building consist of Stilt / Residential flats on 19 upper floors, and have reserved their Right to construct additional

upper floors, with use of remaining/balance FSI of the said property and to use, utilize, exploit and consume the remaining benefit of FSI & Fungible FSI on being further submitted and approved by use of entire/full potentiality of FSI in respect of the said property to the extent possible and permissible and are entitled and hereby reserved their right to make such changes/addition/modification or variation in the sanctioned plan and other permissions, from time to time. The Developer/Promoters are entitled to use, utilize and consume and exploit balance/remaining development potentiality available in respect of the said property as also the benefit of FSI by whatever named called and in all forms to be acquired and purchased by them so as to avail the same for construction of additional floors on the building as presently shown in the said plan with such modification, amendments or variation as may be submitted by the Developer/Promoters and as may be approved and sanctioned by the concerned Development/Planning authority.

AA. The Developer/Promoters have appointed Shri. Mr Vilas Dixit of M/s. Shilp Associates having address at 317, E-Square, Subhash Road, Above State Bank of India, Vila Parle(East), Mumbai 400057 registered with the Council of Architects under License No. CA/13120 as Architect in respect of Development work to be carried out on the said property. The Developer/Promoters have also appointed Shri Osama Maniar of M/s. MB Consultant having address at Flat No 202, 2nd floor, Lovely Apartment, St. Mary's Road, Mazgaon, Mumbai 400010 under Registration No. STRL/M/168 as Structural Engineer for the preparation of structural designs and drawings of the said building. The Developer/Promoters have accepted

the supervision of the said Architect and Structural Engineer till completion of the building as also the entire scheme of development unless otherwise agreed upon by the said Architect and/or the Structural Engineer and with Developers/Promoters having discretion to change them as they Deem Fit and proper.

BB. The Developer/Promoters have accordingly commenced the construction of a building known as “Vengurlekars Chaitra” presently consists of Ground + Service Floor + 19 upper floors with provision for additional floors by use of the benefit of FSI (for brevity’s sake hereinafter referred to as “the said building” as per the sanctioned plan and specifications and other requisite permissions, orders, approvals, sanctions obtained from the concerned authorities including Municipal Corporation of Greater Mumbai/MHADA and are desirous of disposing off flats, car-parking etc. in favour of the intending Purchaser/Allottee/s.

CC. The Purchaser/Allottee/s have taken note of and have also agreed with the Developer/Promoter that the Developer/Promoter and/or their nominees or assignees shall have the right to use and enjoy at all times (even after lease of land and conveyance of the buildings is executed) all the facilities that may be finally provided by the Developer/Promoter including compulsory open spaces, storm water drains, common areas and facilities, limited common area and facilities, sewerage lines, water courses, electricity cables, telephone cables, underground and overhead water tank, water pipe lines, pump rooms, auxiliary tanks, common lighting, meter rooms, lifts, society office room, stilt in compound, lift machine room, parking and all such facilities that may be

provided by the Developer/Promoter and also grant the user and enjoyment thereof to any other buildings and occupants thereof that may be constructed by them or their nominees or associates in the locality;

DD. While sanctioning the said plans for the said Buildings, the concerned local authorities and/or Government have laid down and may further lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Promoter while constructing the said Building and upon due observance and performance of which only, the Occupation Certificate and Completion Certificate in respect of the said Buildings shall be granted by the concerned local authority.

EE. The Developer/Promoters herein have annexed hereto the following documents:

<u>Particulars</u>	<u>Annexure</u>
1. Floor Plan	A
2. Copy of Property Cards	B
3. RERA Certificate	C
4. Certificate of Title	D

FF. The Purchaser/Allottee/s has/have demanded from the Developer/Promoters and the Developer/Promoters have given to the Purchaser/Allottee/s inspection of all the documents relating to the said building including sanctioned plans, deigns, specification prepared by the Architect and/or such other documents such as Revenue and Survey documents as are prescribed under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act,

2016 (hereinafter referred to as “the said Act’s”) and the Rules made thereunder.

- GG. The Purchaser/Allottee/s is/are desirous of purchasing and thus has/have applied to the Developer/Promoters herein for allotment to him/her/them on Ownership basis a premises being Flat bearing no. 1603 admeasuring about 879 sq. ft. (carpet area) equivalent to 81.66 sq. mtrs. on the **16th** Floor of the building known as “Vengurlekars Chaitra” together with permitted use of car parking space/stilt car parking space/open car parking space, bearing No. 01 if any allotted, to be constructed on the portion of the said property under the Real Estate Project (hereinafter referred to as the “**Premises**”).
- HH. The Developer/Promoters have agreed to allot to the Purchaser/Allottee/s herein the said premises being Flat together with permitted use of car parking space/stilt parking space/open car parking space/garage, bearing no. 01 if so allotted for the consideration of Rs. 3,07,12,260/- (Rupees Three Crore Seven Lakh twelve Thousand Two Hundred Sixty Only) and subject to the terms and conditions and as hereinafter appearing as mutually agreed by and between the parties hereto.
- II. The Developer/Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Developer/Promoter, and, to enter into this Agreement with the Purchaser/Allottee/s of the Premises and to receive the sale consideration in respect thereof.
- JJ. The Purchaser/Allottee/s states, confirms and represents that the Purchaser/Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that he/she is eligible to enter into and execute this Agreement and purchase the said Unit.

- KK. The Purchaser/Allottee/s has prior to the execution of this Agreement satisfied himself/herself/themselves about (i) the rights of the Developer/Promoter to develop the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Developer/Promoter under this Agreement. This Agreement has been entered into by the Purchaser/Allottee/s after seeking necessary legal advice.
- LL. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- MM. The Developer/Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- NN. The carpet area of the said Premises as defined under the provisions of RERA, is 81.66 square metres.
- OO. The Purchaser/Allottee/s accepts that fungible FSI has been utilized in the construction of his/ her/their flat.
- PP. 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 herein.

QQ. The Developer/Promoter has agreed to sell to the Purchaser/Allottee/s and the Purchaser/Allottee/s has agreed to purchase and acquire from the Developer/Promoter, the said Premises as mentioned in Fourth Schedule hereto, at or for the price with such amenities as mentioned in Third Schedule hereto for consideration of Rs..... /- (Rupees Only) for a total lump sum consideration excluding taxes as Applicable and upon the terms and conditions mentioned in this Agreement (“Sale Consideration”). The Purchaser/Allottee/s shall be required to bear and pay the necessary costs, charges and expenses together with all taxes including Service Tax, GST and all other indirect taxes thereon. Prior to the execution of these presents, the Purchaser/Allottee/s has paid to the Developer/Promoter a sum of Rs./- (Rupees Only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Developer/Promoter to the Purchaser/Allottee/s as part payment (the payment and receipt whereof the Developer/Promoter does hereby admit and acknowledge). The Purchaser/Allottee/s make payment which includes the Applicable TDS in accordance with applicable law.

RR. The Purchaser/Allottee/s have entered into this Agreement with full knowledge of all terms and conditions in the documents or undertakings given to the Municipal Corporation, plans, orders, schemes, amenities etc. recited and referred to above and those contained herein;

SS. The Purchaser/Allottee/s desire to purchase and the Developer/Promoter hereby agree to sell to the Purchaser/Allottee/s the said Flat, at the consideration amount and on the terms and conditions hereinafter appearing.

TT. Under Section 13 of the RERA, the Developer/Promoter is required to execute a written agreement for sale of the said Premises with the Purchaser/Allottee/s i.e., this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

UU. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer/Promoter hereby agrees to sell and the Purchaser/Allottee/s hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.

**NOW 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 have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Developer/Promoters hereby represent and the Purchaser/Allottee/s hereby confirms and Developer/Promoters have proposed Redevelopment scheme and the Project for construction of building/s on the said property, and the Developer/Promoters have undertaken construction of building/s known as “Vengurlekars Chaitra” (“the said building”) presently consist of Ground + Service Floor + 19 upper floors for which they have obtained sanction of plan, I.O.D. and necessary Commencement Certificate as per copy attached having permission mentioned thereunder from MCGM/MHADA. The Developer/Promoters have also reserved their right to construct further additional floors on the

said building as may be permitted by the concerned authorities including MCGM/MHADA by use of the remaining FSI available on respect of the said property as base land and by availing all the development benefits of FSI by whatever name called and in all forms, on the said property. The Developer/Promoters on the balance FSI being acquired, if any and on necessary plans being sanctioned and commencement certificate being issued by MCGM/MHADA, are expecting further construction of the said building. Area of the said building shall be permitted and sanctioned by the concerned development authorities with such modification/variation/amendments as may be permissible by the said concerned authorities. PROVIDED THAT the Developer/Promoter shall have to obtain prior consent in writing of the Purchaser/Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Purchaser/Allottee/s, 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/Allottee/s.

3. The Developer/Promoters hereby represent and the Purchaser/Allottee/s hereby expressly confirm/s that the Developer/Promoters have irrevocable and unconditional/unfettered rights authorities entitlements to increased or decreased area of the said building, increased or decreased in number of floors as also specifications/designs as also location by vertical and/or horizontal as also location of recreation ground thereof as may be permitted/approved by the concerned Development Authority from time to time till the

entire Redevelopment scheme and the project is completed in all respect including building completion certificate is received.

4. The proposed plan annexed as **Annexure "A"** is tentative and Developer/Promoters shall be entitled to make such changes and modifications therein as they may desire and deem fit and proper. The Purchaser/Allottee/s hereby confirm having understood the aforesaid facts and rights and entitlements of the Developer/Promoters and shall not object dispute or create any hindrance during the course of Development of the said project in the total layout plan and no further consent, confirmation or otherwise is required to be taken or obtained from the Purchaser/Allottee/s. The Developer/Promoters are entitled to exercise the rights and entitlements under the provisions of Maharashtra Flat Ownership Act, & RERA Rules framed thereunder, D. C. Regulation, and MCGM/MHADA and other concerned statutes.
5. The Purchaser/Allottee/s is/are aware that the Perspective/Elevation plans shown on the plans (approved by the MCGM/MHADA) and/or in the brochures are tentative and are likely to undergo change/s in course of construction with the Developer/Promoters at their sole discretion may think fit and proper or as may be required by the concerned authorities/Government to be made in them or any of them. The Purchaser/Allottee/s shall have no objection/complaints whatsoever on that account and hereby give their irrevocable consent for such changes. The Purchaser/Allottee/s have represented to the Developer/Promoters that they have taken inspection of the sanctioned building plans, I.O.D./C.C. and other documents specified under the Maharashtra Ownership Flats Act and Rules thereunder and agreed to acquire the said

premises with notice of the same AND that prior to the execution hereof, they have examined the Certificate of Title and satisfied themselves about the title of the land and the Developer/Promoters' right to develop the said property and sell the said Flat on Ownership basis.

6. Purchase of the Premises and Sale Consideration:

(i) The Purchaser/Allottee/s hereby agreed to purchase and acquire from the Developer/Promoters and the Developer/Promoters hereby agree to sell and allot to the Purchaser/Allottee/s on Ownership basis a premises being Flat no. 1603 admeasuring about 879 sq. ft. carpet area equivalent to 81.66 sq. mtrs. on the 16th floor in the said building known as "Vengurlekars Chaitra" shown in the floor plan thereof annexed hereto and marked as **Annexure "A"** more particularly described in Fifth Schedule hereunder written (for the sake of brevity hereinafter referred to as "the said Flat") together with permitted use of car parking space/stilt car parking space/open car parking space/garage," bearing no. 01 if so allotted (hereinafter referred to as "the said Car Parking Space"), wherever context so permit the said Flat and the said car parking space are hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said Flat/premises would be as per the approved plans and may change as a result of physical variation due to tiling, ledges, plasters and skirting.

(ii) The Purchaser/Allottee/s hereby agreed to pay to the Developer/Promoters a sum of Rs./- (Rupees Only), a consideration for purchase of the said premises from the Developer/Promoters which is

inclusive of the proportionate price of the common area and facilities appurtenant to the said premises and exclusive of the other payment payable under various clause mentioned hereinafter viz. GST etc. The Developer/Promoter hereby agrees to allot to the Purchaser/Allottee/s, 01 parking spaces in the said Land and a letter from the Developer/Promoter shall be issued to the Purchaser/Allottee/s confirming the specific parking space to be allotted within 3 months from the Possession Date. The Purchaser/Allottee/s shall pay the aforesaid consideration price to the Developer/Promoters in the manner as under:

- (iii) The Purchaser/Allottee/s has paid before execution of this Agreement, a sum of Rs./- (Rupees Only) (which does not exceed 10% of the Sale Consideration) as advance payment and further Rs./- (Rupees Only) as per progress of construction as recorded hereunder and further hereby agrees to pay to the Developer/Promoter the balance amount of the Sale Consideration of Rs.3,07,12,260/- (Rupees Three Crore Seven Lakh twelve Thousand Two Hundred Sixty Only) in the following manner: -

Sr. No	Milestone	%	Rupees
1.	On Booking	10%	.00
2	On Fit-out/Possession	90%	.00
	Total	100	.00
		%	

It is expressly agreed and understood that if the Developer/Promoters carry out and complete the works of construction of brick walls, flooring etc. as contemplated in sub clauses (11) to (13) above in respect of the said premises agreed to be sold/allotted to the Purchaser/Allottee/s under these presents, while construction of other slabs and other work is in process, the Purchaser/Allottee/s immediately on requiring by the Developer/Promoters, shall pay the amount of installments under sub clause (11) to (13) or such of them depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

7. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, GST and 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 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 Purchaser/Allottee/s alone and the Developer/Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Purchaser/Allottee/s as and when called upon by the Developer/Promoter and/or as required by the concerned Government or authority, as the case may be.

8. The Sale 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/Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Promoter 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/Allottee/s, which shall only be applicable on subsequent payments.
9. It is agreed between the parties that in the event the Purchaser/Allottee/s has/have availed of the benefit of any finance scheme or any other scheme as may have been made available to the Purchaser/Allottee/s, the terms and conditions of such scheme including the finance scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Developer/Promoter and the concerned Banks/Financial Institutions shall apply and the Purchaser/Allottee/s shall comply with the same. The Developer/Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Developer/Promoter. If the Purchaser/Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Developer/Promoter under this Agreement, in the same manner detailed in this

Clause 6 and Clauses herein below and the availment of any such loan will not absolve Purchaser/Allottee/s of its responsibilities under this Agreement.

10. The Developer/Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee/s after the construction of the said Tower/Wing is complete and the Occupation Certificate/Part occupation certificate is granted by the MCGM/MHADA, by furnishing details of the changes, if any, in the area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the Developer/Promoter shall refund the excess money paid by Purchaser/Allottee/s 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/Allottee/s. If there is any increase in the carpet area allotted to Purchaser/Allottee/s, the Developer/Promoter shall demand additional amount from the Purchaser/Allottee/s towards Sale Consideration, which shall be payable by the Purchaser/Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the Developer/Promoter/Purchaser/Allottee/s, as the case may be, under this Clause 6(ii)(a), shall be made at the same rate per square meter as agreed in this Clause 6.
11. The Purchaser/Allottee/s authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Developer/Promoter may in its sole discretion

deem fit and the Purchaser/Allottee/s undertakes not to object/demand/direct the Developer/Promoter to adjust his/her/its payments in any manner.

12. In the event, the Purchaser/Allottee/s being desirous of obtaining finance from any bankers or financial institutions so as to purchase the premises under these presents, the Purchaser/Allottee/s shall be entitled to do so only after obtaining previous written consent from the Developer/Promoters and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Developer/Promoters do not give guarantee to such finance/loan and the Purchaser/Allottee/s shall apply for and obtain such finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Developer/Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

13. It is further agreed and understood that in the event of the Purchaser/Allottee/s having obtained sanction of loan/finance, Purchaser/Allottee/s shall inform in writing to the Developer/Promoters of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developer/Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by cheque (crossed/Account payee)/Pay order

directly in the name of the Developer/Promoters and shall be handed over personally to the Developer/Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser/Allottee/s herein shall not bind the Developer/Promoters as having received such loan/finance on behalf of the Purchaser/Allottee/s.

14. It is further agreed and understood that the Purchaser/Allottee/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Developer/Promoters shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/Allottee/s to the Developer/Promoters under these presents, the Purchaser/Allottee/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/Allottee/s shall pay the amount so due and payable to the Developer/Promoters from his/her/their own source of income.

15. The Transaction under these presents is for allotment of premises to the Purchaser/Allottee/s in the building to be constructed by the Developer/Promoters on the said property. The Consideration fixed under these presents is exclusive of payment of statutory charges or levies including service taxes, tax/levy under Works Contract Act/Sales Tax by any authority or authorities of Government or Semi Government. The Purchaser/Allottee/s alone shall in addition to the aforesaid consideration pay and/or reimburse to the Developer/Promoters all such statutory, levies and charges including GST, service taxes, service charges betterment/development/infrastructure charges, sales tax payable under works Contract Act, etc. if so levied by the Concerned Authorities and the Developer/Promoters shall not be held liable or responsible for the same.
16. The Purchaser/Allottee/s has accepted the title of the Developer/Promoters and the Purchaser/Allottee/s shall not be entitled to further investigate the title to the said property and hereby undertakes not to raise any objection or requisitions in respect thereof or dispute the same in any manner. The Developer/Promoters are entitled to avail finance from their Bankers/Financial institution and offer their right in the property and the proposed construction subject to the allotment of the said premises to the Purchaser/Allottee/s under these presents. The Purchaser/Allottee/s hereby agrees, accepts and confirms that the Developer/Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital above and all the plans, proformas and specifications pertaining thereto and the Proposed Layout and the proposed

potential and the Purchaser/Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Developer/Promoter in this regard.

17. Possession Date, Delays and Termination:

- (i) The Developer/Promoter shall give possession of the Premises to the Purchaser/Allottee/s on or before 30th day of December, 2024 or as may be updated in MAHARERA whichever is later (“Possession Date”). Provided however, that the Developer/Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -
- (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (c) Epidemic;
 - (d) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
 - (e) Any other circumstances that may be deemed reasonable by the Authority.
- (ii) If the Developer/Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Purchaser/Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 17(i) above), then the Purchaser/Allottee/s shall be entitled to either of the following options: -
- (a) Call upon the Developer/Promoter by giving a written notice by Courier/ E-mail/ Registered Post A.D. at the address provided by the Developer/Promoter (“Interest Notice”), to pay interest

at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (“the Interest Rate”), on the Sale Consideration paid by the Purchaser/Allottee/s. The interest shall be paid by the Developer/Promoter to the Purchaser/Allottee/s till the date of offering to hand over of the possession of the said Premises by the Developer/Promoter to the Purchaser/Allottee/s; OR

- (b) The Purchaser/Allottee/s shall be entitled to terminate this Agreement by giving a written notice to the Developer/Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Developer/Promoter (“Purchaser/Allottee/s Termination Notice”). On the receipt of the Purchaser/Allottee/s Termination Notice by the Developer/Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Developer/Promoter, the Developer/Promoter shall refund to the Purchaser/Allottee/s the amounts already received by the Developer/Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“Interest Rate”) to be computed from the date the Developer/Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer/Promoter (as stated in this clause), the Purchaser/Allottee/s shall have no claim of any nature whatsoever on the Developer/Promoter and/or the said Premises and/or car park and the Developer/Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car

park in the manner it deems fit and proper. It is clarified that in the event the Purchaser/Allottee/s elects to cancel this Agreement then the Developer/Promoter shall not be liable to refund or return any amounts paid towards stamp duty, registration fees or taxes. However, the Purchaser/Allottee/s may, by itself, apply to the appropriate authorities for refund of the same.

(c) In case the Purchaser/Allottee/s elects its remedy under sub-clause (ii)(a) above then in such a case the Purchaser/Allottee/s shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.

(iii) If the Purchaser/Allottee/s fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Purchaser/Allottee/s shall pay to the Developer/Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**the Interest Rate**), on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. Notwithstanding anything contained anywhere else in this Agreement, the Developer/Promoter shall not be obliged to hand over the possession of the said Premises unless and until receipt of all amounts under this agreement by the Developer/Promoter.

(iv) Without prejudice to the right of the Developer/Promoter to charge interest at the Interest Rate mentioned at Clause herein above, and any other rights and remedies available to the Developer/Promoter, either (a) on the Purchaser/Allottee/s committing default in payment on a due date of any amount due

and payable by the Purchaser/Allottee/s to the Developer/Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) Refund of amounts paid Purchaser/Allottee/s and/or by (c) the Purchaser/Allottee/s committing three defaults of payment of installments of the Sale Consideration, the Developer/Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Purchaser/Allottee/s. Provided that, in case of (a) and (c), the Developer/Promoter shall give a notice of 15 (fifteen) days in writing to the Purchaser/Allottee/s (“Default Notice”), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee/s fails to rectify the breach or breaches mentioned by the Developer/Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Developer/Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/Allottee/s (“Developer/Promoter Termination Notice”), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/Allottee/s. On the receipt of the Developer/Promoter Termination Notice by the Purchaser/Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this

Agreement in the manner as stated in this sub-clause, the Developer/Promoter shall be entitled to forfeit 10% of the Sale Consideration (“Forfeiture Amount”) as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Developer/Promoter Termination Notice, the Developer/Promoter shall after deduction of the Forfeiture Amount and liquidated damages refund the balance amount of the Sale Consideration to the Purchaser/Allottee/s. In case of (b) this Agreement shall stand terminated and cancelled immediately upon payment is refunded and without any reference or recourse to the Purchaser/Allottee/s. Upon the termination of this Agreement, the Purchaser/Allottee/s shall have no claim of any nature whatsoever on the Developer/Promoter and/or the said Premises and/or car park and the Developer/Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. Upon termination and cancellation the Purchaser/Allottee/s shall execute and register the Deed of cancellation. However in case the Purchaser/Allottee/s fails to execute and register the Deed of cancellation it shall be termed as default of Purchaser/Allottee/s and Developer/Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper including registering the agreement for sale of the prospective purchaser with appropriate authority.

18. The common areas, facilities and amenities in the said Project that may be usable by the Purchaser/Allottee/s are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the

Developer/Promoter are listed in the Second and Third Schedule hereunder written.

19. The Developer/Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Competent Authority including Municipal Corporation of Greater Mumbai/MHADA at the time of granting permission to develop and sanctioning the said plans and issue of IOD and Commencement Certificate or thereafter and shall, before handing over possession of the said premises to the Purchaser/Allottee/s, obtain from the concerned Local Authorities including Municipal Corporation of greater Mumbai/MHADA, Occupation Certificate in respect of the said building and the said premises.

20. Procedure for taking possession:

(i) Upon obtainment of the Occupancy Certificate from the MCGM/MHADA and upon payment by the Purchaser/Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developer/Promoter shall offer possession of the said Premises to the Purchaser/Allottee/s in writing (“Possession Notice”). The Purchaser/Allottee/s agrees to pay the maintenance charges as determined by the Developer/Promoter or the Society, as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Purchaser/Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project and on offering possession of the existing members’ premises to the said Society, provided the Purchaser/Allottee/s has made payment of the requisite installments of the Sale Consideration

and all other amounts due and payable in terms of this Agreement.

- (ii) The Purchaser/Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice. In the event the Purchaser/Allottee/s fails and/or neglects to take possession of the said Flat/Unit within the said period, the Purchaser/Allottee/s shall be liable to pay the Developer/Promoter maintenance/compensation as may be demanded by the Developer/Promoter, per sq. mt. of the carpet area per month or part thereof till such time the Purchaser/Allottee/s takes possession of the said Flat/Unit.
- (iii) Upon receiving the Possession Notice from the Developer/Promoter as per Clause 20(i) above, the Purchaser/Allottee/s shall take possession of the said Premises from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer/Promoter, and the Developer/Promoter shall give possession of the said Premises to the Purchaser/Allottee/s. Irrespective of whether the Purchaser/Allottee/s takes or fails to take possession of the Premises within the time provided above in above mentioned Clause, the Purchaser/Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Developer/Promoter.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser/Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes,

betterment charges, other indirect taxes of every nature, or such other levies by the MCGM/MHADA or other 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 Real Estate Project and/or the said Land to the Society.

21. The Developer/Promoters alone shall be entitled to avail in their own name to all the benefits including of development potentially in respect of such area and use, utilize, consume and exploit the same in construction of the building/s on the said property.
22. In case the said floor space index has been or is being utilized by the Developer/Promoters elsewhere, then the Developer/Promoters shall furnish to the Purchaser/Allottee/s all the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said property, the Developer/Promoters have utilized any floor Space Index of any other property by way of floating floor space index then the particulars of such floor space index shall be disclosed by the Developer/Promoters to the Purchaser/Allottee/s in the document for transfer of the property. It is expressly agreed and understood that in view of the present policy of the concerned authorities and since it is not feasible and practical, though permissible, for the Developer/Promoters who are unable to explore and use or utilize the entire potential and benefit of Development including by FSI in all forms, and therefore all the residue F.A.R. (F.S.I.) in the property and all benefits of Development

potentially by use of any FSI not consumed will always belong to and be available to the Developer/Promoters.

23. The Purchaser/Allottee/s further undertakes as under:

- i) The Purchaser/Allottee/s herein is aware that the building under reference is deficient in open space and M.C.G.M./MHADA will not be held liable for the same in future.
- ii) The Purchaser/Allottee/s agrees for no objection for the neighborhood development with deficient open space in future.
- iii) The Purchaser/Allottee/s will not hold M.C.G.M./MHADA liable for failure of Mechanical Parking system in future.
- iv) The Purchaser/Allottee/s will not hold M.C.G.M. /MHADA liable for the proposed inadequate/sub-standard sizes of rooms in future.
- v) The Purchaser/Allottee/s herein is aware of inadequate maneuvering space of car parking and no complaint to M.C.G.M. /MHADA by Purchaser/Allottee/s in this regard will be made in future.

24. Provision regarding Air-conditioner, Painting, Display Board, Hanging Clothes, Grills etc. :

- (i) to install Air-conditioner/s only in the space/s provided in the said flat for the same. If the Purchaser/Allottee/s desire to install air conditioner/s of a type which or any part, unit or component of which will protrude / project substantially outside the said flat or be required to be affixed / installed outside the said flat, then the Purchaser/Allottee/s shall install / affix the same only after obtaining the Developer/Promoter's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Developer/Promoter in respect of the same.

- (ii) Not to do or carry out any painting, decoration or other work to the exterior of or outside the said flat, without the prior written permission of the Developer/Promoter.
 - (iii) Not to affix / install any sign, name or display boards, or any hoardings, or neon lights in or about the said building and/or in any part of the said building, without the prior written permission of the Developer/Promoter.
 - (iv) Not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony or terrace/s of or appurtenant to the said flat or any side of the building or above the parapet of railing level within the said flat. Not to put any plants / pots / flower pots or some other such things which require watering and to be maintained. The idea in prohibiting the above is that the water seeps through pots etc. and spoils the wall and its colour.
 - (v) Not to fix or permit to be fixed any form of metal or other grill / box type grill on the exterior of windows and doors in the said flat other than grills of a design and only at the position specified by the Developer/Promoter so as to ensure and maintain uniformity of design / exterior throughout the said building.
25. The Purchaser/Allottee/s hereby agree and confirm that breach of any of the terms and conditions of these presents and more particularly the covenants and stipulations mentioned in the above clause shall cause this Agreement ipso facto come to an end and the earnest money and all amounts paid by the Purchaser/Allottee/s under this Agreement to the Developer/Promoters shall stand forfeited and the Developer/Promoters shall be entitled to deduct from the payments made by the Purchaser/Allottee/s of such amounts as

they may find proper to compensate for the damages so caused and if such payments are inadequate, Developer/Promoters shall be entitled to recover further amounts from the Purchaser/Allottee/s to compensate for the damages so caused and the Purchaser/Allottee/s hereby consent to the same. The decision of the Developer/Promoters in that regard shall be final and binding upon the Purchaser/Allottee/s.

26. The Purchaser/Allottee/s hereby agree that in the event of any amount by way of premium or security deposit being payable to the MCGM/MHADA or to the State Government or any Betterment Charges or Development Charges or Development Tax or security deposit for the purpose of tax or payment of a similar nature becoming payable by the Developer/Promoters, the same shall be paid by the Purchaser/Allottee/s to the Developer/Promoters in proportion to the area of the said flat/premises and in determining such amount, the decision of the Developer/Promoters shall be conclusive and binding upon the Purchaser/Allottee/s. The Purchaser/Allottee/s further agree to pay in future any addition or revision in such charges, tax, deposits etc. to the Developer/Promoters and/or the said Society without failure.
27. It is further agreed by the parties that as per the sanction of MCGM/MHADA, as represented thereafter by Developer/Promoters there is deficiency in open space of proposed building, thus neither party shall object for the development of neighborhood plots in future.
28. The Developer/Promoters hereby represent and declare and the Purchaser/Allottee/s hereby confirm grant his/her/their irrevocable and unconditional consent that:-

- (i) The development/re-development of the said property is under a Redevelopment project as sanctioned or to be sanctioned hereafter with such modifications, amendments etc. as may be permitted by the concerned development authority including Municipal Corporation of Greater Mumbai/MHADA.
- (ii) The construction of the said building on the said property is part of the development/re-development in the Redevelopment project. The Developer/Promoters are entitled to carry out and complete further and other development by constructing additional floors on the said building as may be approved by the MCGM/MHADA.
- (iii) If due to any change in the F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Developer/Promoters alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property by constructing additional floors in the said buildings and any of them.
- (iv) If due to any changes in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any benefit of FSI is available in respect of the said property, as recipient plot then in such event, the Developer/Promoter alone shall be entitled to avail such FSI benefit for which they are entitled to acquire and purchase such F.S.I. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional floors on the said building.

- (v) The Developer/Promoters shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, application, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire.
- (vi) The Purchaser/Allottee/s hereby agreed and undertakes that he/she shall not obstruct or dispute to the right, title and interest of the Developer/Promoters in respect of the said additional F.S.I. benefit available to the Developer/Promoters as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent etc. if so required by the Developer/Promoters.
- (vii) The Purchaser/Allottee/s hereby irrevocably agreed and undertakes that he/she shall not claim or demand any consideration/amount or compensation or benefit from the Developer/Promoters in respect of the said Benefit of additional F.S.I. available to the Developer/Promoters to use, utilize, consume and exploit the same by constructing additional floors on the said building.
- (viii) The Purchaser/Allottee/s of Flat/unit/premises etc. from the Developer/Promoters in respect of the additional floors which the Developer/Promoters are entitled to construct by use of such extra or additional F.S.I. benefit shall be accepted and admitted as member and shareholder of the Society and such Purchaser/Allottee/s shall have all the privileges and entitled to avail of the common amenities as

may be available to the Purchaser/Allottee/s herein the said building and/or the said property.

- (ix) It is expressly agreed and understood that though the right, title and interest of the Developer/Promoters to avail the benefit of additional F.S.I. benefit to use, utilize and consume the same on the said property shall be absolute and permanent.
- (x) The Developer/Promoters are entitled to carry out the development work including construction of additional floors on the said building under construction by use of balance FSI as may be permissible by the Development Authority.
- (xi) No separate consent and confirmation in writing or otherwise is required to be obtained at any time till the entire layout scheme is completed by construction of all buildings from the Purchaser/Allottee/s herein and the provisions of section 7 (a) of MOFA and the concerned Rules are not applicable to the said development/redevelopment.
- (xii) That the Developer/Promoters have full right, absolute authority and entitled to make such changes, amendments, modifications, shifting of location of facilities as may be provided on completion of the entire development of the said property.
- (xiii) That the Developer/Promoters alone shall be entitled at all times to all balance FSI in respect of the said property whether available in future including the balance FSI, the additional FSI available the concerned under Rules and Regulations of the concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the

road widening, set back, reservation or by way of Additional Buildable area and/or FSI in all forms or otherwise howsoever.

- (xiv) That under no circumstances the Purchaser/Allottee/s will be entitled to claim any FSI in respect of the said property and/or the potentially and benefit of additional Buildable area in all forms nor shall they have any right to consume the same in any manner whatsoever.
- (xv) That the Developer/Promoters have already commenced construction and shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional floors/structures so as to avail of the Full FSI and Development potentially permissible in future for the said property inclusive for staircase, lift, passage, by way of purchase of other of further floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any “additional construction” as mentioned above and on the Developer/Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/Allottee/s or other acquires of the said premises in such building or buildings and/or their common organization having any claim thereto or to any part thereof. The FSI including Additional Buildable area by whatever name called of any nature whatsoever and in all forms available in future and further and/or additional construction shall always be the right and the property of the Developer/Promoters who shall be at liberty to use, deal with dispose of, sell, transfer etc, the same in the manner the

said Developer/Promoters may choose. The Purchaser/Allottee/s agreed not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Developer/Promoters shall be entitled to consume such further or other FSI by raising floor or floors on the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Developer/Promoters as hereinafter mentioned shall be subject inter-alia to the aforesaid reservation.

- (xvi) That the Developer/Promoters alone shall be entitled to sell any part or portion of the said building including open terrace/s or part of the said portion, parking space, covered or otherwise, the open space including for use as a bank, Flats, shops, nursing home, restaurant, hotel, display of advertisements, provisions for wall water etc. as may be permissible or ultimately may be permitted by the authorities concerned and as been Developer/Promoters may deem fit and proper.
- (xvii) To admit without any objection the persons who are allotted premises/open space etc. by the Developer/Promoters as members of the proposed Society and/or as members of the society or any other organization in the event the Society/Organizations is registered before the Developer/Promoters sell all premises of extended/annexed buildings.

- (xviii) Not to raise any objection or interfere with Developer/Promoters rights reserved hereunder.
- (xix) To execute, if any further or other writing, documents, consents etc. as required by the Developer/Promoters for carrying out the terms hereof and intentions of the parties hereto.
- (xx) To do all acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developer/Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
29. The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/Allottee/s and/or possession of the said building is handed over to the Society.
30. The Developer/Promoters shall maintain a separate account in the books in respect of sums received by the Developer/Promoters from the Purchaser/Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or towards the outgoings, legal charges and shall utilize the same only for the purpose for which they have been received.
31. The Purchaser/Allottee/s hereby confirm that the Developer/Promoters have given to the Purchaser/Allottee/s concession in the consideration fixed under these presents which is less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situated at, considering that the Purchaser/Allottee/s has/have agreed to the unconditional and irrevocable right and authority of the

Developer/Promoters in respect of various open space, use of Terrace, car parking space etc. as also further agreed to pay various amounts, deposits, taxes, Government. Development charges, MVAT, GST service taxes etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Developer/Promoters and shall extend necessary co-operation as may be required by the Developer/Promoters and that he/she has undertaken payment of various amounts including various charges, deposits. Taxes, etc. as mentioned under these presents.

32. The Purchaser/Allottee/s agree to pay to the Developer/Promoters interest at 18% per annum on all the amount which become due and payable by the Purchaser/Allottee/s to the Developer/Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee/s to the Developer/Promoters subject however to the right to the Developer/Promoters contained under these presents.
33. The fixtures, fittings and amenities to be provided by the Developer/Promoters in the said building and the premises are those that are set out in Second and Third Schedule hereto.
34. The Purchaser/Allottee/s shall check up all the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Purchaser/Allottee/s shall have no claim against the Developer/Promoters in respect of any item or work in the said premises or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this Agreement and/or otherwise in relation thereto.

35. If within a period of 5 (five) years from the date of handing over the said Premises to the Purchaser/Allottee/s, the Purchaser/Allottee/s brings to the notice of the Developer/Promoter any structural defect in the said Premises or the said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee/s shall be entitled to receive from the Developer/Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer/Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Purchaser/Allottee/s and/or any other Purchaser/Allottee/s in the Real Estate Project or by wear and tear in regular course.
36. The Purchaser/Allottee/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as may be permissible and after obtaining requisite permission, licenses etc. He/she/they shall use the garage or parking space if so allotted in writing only for purpose of keeping or parking the Purchaser/Allottee/s own vehicle. The Developer/Promoters shall have full right, absolute authority and entitled to allot car parking space/open and/or stilt car parking space not already allotted, to such of the Purchaser/Allottee/s as the Developer/Promoters may deem fit and the Purchaser/Allottee/s shall not object or dispute to the same. The Developer/Promoters shall be entitled to use or allow use of such parking for such purposes as they may desire.

37. The Purchaser/Allottee/s along with other Purchaser/Allottee/s of premises/open space etc. in the building shall join Vengurlekars Chaitra Co-operative Housing Society Limited and for this purpose also from time to time sign and execute all such application and other papers and documents necessary for the same and for becoming a member, including bye laws of the society and duly fill in, sign and return to the Developer/Promoters within a week of the same being forwarded by the Developer/Promoters to the Purchaser/Allottee/s.

38. Membership of the Society:

- (i) The Purchaser/Allottee/s shall, along with other Purchaser/Allottee/s of premises/units in the Real Estate Project, shall be joined as members in the Society.
- (ii) For this purpose, the Purchaser/Allottee/s shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Developer/Promoter within 7 (seven) days of the same being made available to the Purchaser/Allottee/s. No objection shall be taken by the Purchaser/Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iii) The Society shall admit all Purchaser/Allottee/s of flats and premises in the Real Estate Project as members.
- (iv) The Developer/Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. The Developer/Promoter

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 for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold premises towards the outgoings.

(v) The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

39. The said building to be developed as aforesaid shall, subject to the approval of the authorities concerned and said Society, always be known as **“Vengurlekars Chaitra”**.

40. Commencing a week after notice in writing is given by the Developer/Promoters to the Purchaser/Allottee/s the premises is ready for use and occupation, the Purchaser/Allottee/s shall be liable to bear and pay the proportionate to the floor area of the premises or on the basis of premises as may be decided by the Developer/Promoters of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concern local authority /MHADA and/or Government Authorities towards water charges, insurance, common lights repairs and salaries of clerks, collectors, Security Guards/Watchmens, sweepers and all other necessary and incidental to the management maintenance of the said property and buildings. Until Society or Limited Company is formed and the said property and building transferred to it,

the Purchaser/Allottee/s shall pay to the Developer/Promoters such proportionate share of outgoings as may be determined by the Developer/Promoters. The Purchaser/Allottee/s further agrees that till the Purchaser/Allottee/s share is so determined the Purchaser/Allottee/s shall pay to the Developer/Promoters monthly contributions of Rs./- (Rupees..... only) per month towards outgoings. The amounts so paid by the Purchaser/Allottee/s to Developer/Promoters shall not carry any interest and remain with the Developer/Promoters until Developer/Promoters Handovers the Charge /Affair Pertaining to the said Society in favor of Its Committee and thereafter the aforesaid deposits (deductions provided for in this agreement) shall be paid over by the Developer/Promoters to the Society or the company as the case may be. The Purchaser/Allottee/s undertakes to pay such provisional monthly contribution and proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. If the Purchaser/Allottee/s fails to pay the monthly contribution within time the Developer/Promoters will be entitled to claim interest @ 18% p.a.

41. The Purchaser/Allottee/s, on or before taking possession of the said premises shall pay to the Developer/Promoters the following amounts

- i) Rs. 50,000/- for legal charges.
- ii) Rs. 6,23,600/- Development and Other Charges

Rs. 6,73,600/- TOTAL

The amount paid or becoming payable to the Developer/Promoters by the Purchaser/Allottee/s under this Sub Clause are non-refundable and shall not carry interest. Save and

except such clause above, the Developer/Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser/Allottee/s or Society at any time.-

42. The Purchaser/Allottee/s shall also on or before taking possession of the said premises keep deposited with the Developer/Promoters the following amounts.

1. Rs. 10,601/- for share money, application entrance fee of the Society or Limited Company.
2. Rs. _____ towards electric and water meter deposit.

Rs. 10,601/- TOTAL

43. Representations and Warranties of the Developer/Promoter:

The Developer/Promoter hereby represents and warrants to the Purchaser/Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- (i) The Developer/Promoter has clear title and has the requisite rights to carry out redevelopment upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital above;
- (ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Real Estate Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Real Estate Project;

- (iii) There are no other encumbrances upon the Real Estate Project except those disclosed to the Purchaser/Allottee/s;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Purchaser/Allottee/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Developer/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 Purchaser/Allottee/s created herein, may prejudicially be affected;
- (vii) The Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Purchaser/Allottee/s under this Agreement;
- (viii) Subject to whatever stated hereinabove The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/Allottee/s in the manner contemplated in this Agreement;

- (ix) Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Second Schedule hereunder written to the Society;
- (x) The Developer/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 Real Estate Project to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Developer/Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Purchaser/Allottee/s.
44. The Developer/Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
45. The Developer/Promoter shall be entitled to designate any spaces/areas on the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and

maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the Purchaser/Allottee/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Developer/Promoter on lease, leave and license basis or such other method as the Developer/Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base substations, towers) in respect of the utility services may be laid/provided in the manner the Developer/Promoter may require, and may be utilized in common including by Purchaser/Allottee/s of units/premises in the Real Estate Project/ on the said Land, as the case may be. The Developer/Promoter and its workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the said Land.

46. The Developer/Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I. or any other rights of the said Land to any third party and/or to allow any third parties to use and/ or consume FSI or any other benefits or advantages of any other properties, on the said Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
47. For all or any of the purposes mentioned under this Agreement, the Developer/Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In

such an event or otherwise, the Purchaser/Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Developer/Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

48. The Developer/Promoters shall raise bills periodically on the Purchaser/Allottee/s in respect of his/her/their proportionate share of payment of outgoing for the premises in advance for each month from the date of occupation Certificate and the Purchaser/Allottee/s shall duly pay and discharge the same regularly within 7 days of the date of bills and Purchaser/Allottee/s shall not withhold the same for whatsoever reason. The amount paid by the Purchaser/Allottee/s shall not carry any interest and the same shall remain with the Developer/Promoters until the management of the said building are handed over to the Society, where upon the Developer/Promoters shall pay upon after making deduction and utilizing, appropriating and adjusting amount there from or otherwise, to the Society. The Developer/Promoters shall not be liable to render the account of the amount mentioned above individually to the Purchaser/Allottee/s at any time.

49. It is also understood and agreed by and between the parties hereto that the terrace space, if any in front or adjacent to a premise in the said building shall belong exclusively to the respective premises Purchaser/Allottee/s thereof along with the

said premises and such terrace space is intended for the exclusive use of the respective terrace premises Purchaser/Allottee/s. The said terrace shall not be enclosed by such premises Purchaser/Allottee/s if so allotted unless and until the permission in writing is obtained from the consent local authority that is MCGM/MHADA and the Developer/Promoters or the Society or the Limited Company as the case may be for that purpose.

50. The Developer/Promoters shall be entitled to enter into separate agreement/agreements for allotment and sale of premises etc. of the additional construction done on the said building from time to time including by use of benefit of FSI, on such terms and conditions and with such amenities as the Developer/Promoters may deem fit and proper.
51. The Purchaser/Allottee/s shall not be entitled to claim or demand any separate and exclusive amenities or facility in respect of said building nor shall claim any division, sub-division or otherwise of any such facilities, amenities and/or the said property. However, the Developer/Promoters shall at their option be entitled to do so if they so desire. The Purchaser/Allottee/s hereby confirm that the Developer/Promoters shall be entitled to provide and give any additional extra facility/amenity to the Purchaser/Allottee/s/Occupier of the additional construction premises on the said building as the Developer/Promoters may desire and deem fit in their exclusive discretion.
52. It is expressly agreed, understood and confirm by the Purchaser/Allottee/s herein that the Developer/Promoters shall have full right, title and absolute authority and entitled to allot, permit use of any of the portion of the open space surrounding

or adjacent to said Building to occupiers/Purchaser/Allottee/s of premises in other buildings.

53. The Developer/Promoters shall not be liable to share the Maintenance charges, Electricity Charges, Water Charges, and other outgoings in respect of the unsold premises/stilt/podium/car parking/open parking space. The Developer/Promoters will bear the Municipal Assessment taxes if any, payable and nothing else.
54. It is also expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Purchaser/Allottee/s in respect of the said premises, the Developer/Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said property or any part thereof, including podium/stilt parking or open land surrounding the said building and give portion of open land as open parking space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Purchaser/Allottee/s.
55. The Power and authority of the Purchaser/Allottee/s herein and the other Purchaser/Allottee/s shall be subject to the overall power control and authority of the Developer/Promoters in any of the matters concerning the building and other structures on the said property, the construction and completion of building thereof and all amenities pertaining to the same and in particular the Developer/Promoters shall have absolute authority and control as regard the unsold premises/parking spaces etc. and disposed thereof.

56. The Developer/Promoters shall, if necessary, become the member of the society in respect of their rights and benefits conferred herein including with regard to unsold premises or otherwise. The Developer/Promoters shall be entitled to retain for them or their Associate/sister concerns/Directors/partner any one or more premises for such use and purpose as they may desire. If the Developer/Promoters transfers, assign and dispose of such rights and benefits at any time to anybody, then, the respective assignee, transferee and/or the Purchaser/Allottee/s thereof shall become members of the society in respect of the said rights and benefits.
57. The Purchaser/Allottee/s for himself/herself/themselves with intention to bind all persons (into whosoever the premises may come) doth hereby covenants with Developer/Promoters as follows:
- a) Not to cause any nuisance, obstruction, or interference to the construction of additional floors or other building/buildings on the said property during the construction period and extend all necessary co-operation as may be required by the Developer/Promoters.
 - b) Not to obstruct or interfere with a right of the Developer/Promoters to allow any portion of open space in the property and/or the said building for performance of Pooja, prayers, get together or any small function/social or religious functions by Purchaser/Allottee/s of premises of any of the buildings to be constructed on the said property.
 - c) To maintain the Flat/Flats/stilt car parking space /open car parking space agreed to be sold under this Agreement at his/her/their own cost in good tenantable and condition from the date the possession of the premises is taken and shall not do or

to be done anything in or to the building in which the premises is situated, staircase or any which may be against the Rules, Regulations or bye laws of concerned local or any other authority change after or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

- d) Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises 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 whose upper floors which may damage or likely to damage the staircase, common passage or other structure of the building in which said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building on account of negligence or default of the Purchaser/Allottee/s, in this behalf, the Purchaser/Allottee/s shall be liable for the consequences of the breach.
- e) To carry at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same conditions state and Order which it was delivered by the Developer/Promoters to Purchaser/Allottee/s and shall not do cause to be done anything in or to the building in which said premises is situated or the premises which may violate the rules and regulations and bye laws of the concerned local Authority including BMC/MHADA or other Public Authority. In the event of the Purchaser/Allottee/s committing any act in contravention of the above provisions the Purchaser/Allottee/s shall be responsible

and liable for the consequences thereof to the concerned local authority and/or other Public Authority.

- f) Not to demolish or cause to be demolished the premises agreed to be allotted under presents or any part thereof, nor at any time make or cause to be made any addition, alteration, partition of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the building premises and 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 said premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Parties or other structural members in the premises without the prior written permission of the Developer/Promoters and/or the Society or the Limited Company.
- g) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said property and the building in which the said premises is situated or any part thereof of whereby any increase premium shall become payable in respect of the insurance if so taken.
- h) Not to throw dirt rubbish, rags, garbage, other refuse or permit the same to be from the said premises in the compound or any portion of the said property and the building in which the premises is situated.
- i) Pay to the Developer/Promoters within 8 days of demanded by the Developer/Promoters their share of security deposit demanded by concerned Local Authority, MCGM/MHADA or Government or giving water, electricity or any other service or

connections to the building in which the said premises is situated.

- j) To bear and pay in proportion increase in local taxes, water charges, premium, deposit, security deposit, outgoings and such other levies if any, which are imposed or levied by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the premises by the Purchaser/Allottee/s viz. user of any purposes other than for residential purpose or for any other purpose or reason whatsoever.
- k) Not to let, sublet transfer assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the Developer/Promoters under this Agreement are fully paid up and only if the Purchaser/Allottee/s had not been guilty breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/Allottee/s has/have obtain prior consent in writing from the Developer/Promoters.
- l) To observe and perform all the rules and regulations which the Society/Organization may adopt as 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 premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned Local Authority including BMC and of Government and other public bodies. The Purchaser/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Organization regarding the occupation and use of the premises in the building and shall pay and contribute regularly

and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- m) Not to interfere, obstruct or object to the Developer/Promoters installing or permitting to install other facilities as they may desire and to cooperate with them.
- n) To sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Developer/Promoters for effectually carrying out intention of the parties including to enable the Developer/Promoters to complete the project as contemplated under these presents.
- o) The Purchaser/Allottee/s shall either independently and/or jointly with other Purchaser/Allottee/s comply with, fulfill, observe and perform all obligations and covenants on his/her/their part contained under these presents.

58. The transaction covered by the contract at present is not understood to be a sale and/or rendering of service liable to tax under Sales Tax or works contract Law, I.T. Act or any other statute notification or circular of Government (State and/or Central). If, however, by reason of any amendment to the constitution or enactment of any existing law or no introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any tax as a sale, vat, service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be exclusively payable by the Purchaser/Allottee/s along with other Purchaser/Allottee/s on demand at any time and the Developer/Promoters shall not be held liable or responsible.

59. It is expressly agreed that the Developer/Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as corporate Flats, storage Flat and/or other user as may permitted by the Local Concerned Authority in that behalf and the Purchaser/Allottee/s shall not be entitled to object the use of the premises for the aforesaid purpose at any time in future by the respective Purchaser/Allottee/s thereof.
60. All the deposits payable to the MCGM/MHADA, Reliance Infrastructure Ltd., Adani Electricity, Electricity Board, TATA Ele., Mahanagar Telephone, for water connection, electricity charges, drainage, telephone connection, gas connection or of permanent deposits in of the said building wherein the premises is which become payable shall be paid or reimbursed to the Developer/Promoters by the Purchaser/Allottee/s.
61. The Purchaser/Allottee/s of the said building and the Society in the said building shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Developer/Promoters and the assignees of the said rights, all necessary co-operation for enabling him/her/ them/it to install, maintain repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the common area and facilities of the said building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof.
62. Any delay tolerated or indulgence, shown by the Developer/Promoters in enforcing the terms of this agreement or any forbearance of giving of time to the Purchaser/Allottee/s by the

Developer/Promoters shall not be construed as a waiver on the part of the Developer/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/Allottee/s or shall the same in any manner prejudice the rights of the Developer/Promoters.

63. It is specifically and expressly agreed that in the event of the Developer/Promoters require to install erect any structure or room for the purpose installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from Adani Electricity /Electricity Board or any other concerned Authorities either within the said property or the building to be constructed thereon then in such event the Purchaser/Allottee/s shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other Authorities for the said purpose, proportionately as may be decided by the Developer/Promoters. The Developer/Promoters shall not be held liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Adani Electricity/Electricity Board. The Developer/Promoters are hereby authorized to grant lease to the Adani Electricity if required by them for installation of the substation for part portion of the property mentioned in the schedule hereunder written.

64. The Developer/Promoters shall be at full liberty to sell, assign, mortgage, to enter into Joint Venture or create any right or otherwise deal with their right and interest in the aforesaid property and building/s or any of them subject to the rights of the Purchaser/Allottee/s under this Agreement. The Developer/Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise loan for

development of the said property or otherwise and to keep the said property as security for repayment thereof.

65. The Developer/Promoters shall in respect of any amount remaining unpaid by the Purchaser/Allottee/s under this Agreement have first lien and charge on the Flat/Flats/stilt car parking space/podium level car parking space/open car parking space agreed to be purchased/acquired by the Purchaser/Allottee/s.
66. It is expressly agreed and confirmed by Purchaser/Allottee/s that he/she/they shall be bound and liable to bear pay and discharge his/her/their share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties and outgoings payable in respect of the Flat/Flats/stilt car parking space/podium level car parking space/open car parking space agreed to be purchased by the Purchaser/Allottee/s under this Agreement, from the date of Developer/Promoters intimate to the Purchaser/Allottee/s to take possession of the premises agreed to be purchased by the Purchaser/Allottee/s. Such date of handing over the possession the said premises will be intimated by the Developer/Promoters to the Purchaser/Allottee/s at their address given in preface hereinabove by registered post/ E mail/ Courier. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/Allottee/s take possession of the premises agreed to be purchased by him/her/them under these presents on the date intimated by the Developer/Promoters as aforesaid or not, or whether the Developer/Promoters demand for the same or not, the Purchaser/Allottee/s shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings etc. of the said premises and the said building. The decisions of the

Developer/Promoters as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser/Allottee/s.

67. The Purchaser/Allottee/s shall observe, perform abide by all the conditions and stipulation contained in the permissions, sanctions and approval given granted by the concerned authorities including ULC authority, Municipal Corporation of Greater Mumbai/MHADA etc.
68. The Purchaser/Allottee/s shall alone bear and pay penalties and other costs, charges and expenses in respect of this Agreement. The Developer/Promoters shall not be held liable or responsible for payment or contribution towards such amounts. The Purchaser/Allottee/s shall lodge this Agreement for registration before the Sub-Registrar of Assurances within the time limit prescribed under the Registration Act. The Developer/Promoters and/or its representative shall attend the Registrar's Office and admit execution thereof after the Purchaser/Allottee/s informs the Developer/Promoters the details under which this Agreement is and other documents are lodged for registration.
69. It is further agreed that as per the provisions of Development Control Rules And Regulations the Purchaser/Allottee/s has agreed that wet waste will be treated within the said property i.e., in situ and shall maintain separate colored bins to collect dry waste, wet waste and household hazardous waste alongwith treatment plant in operational condition as per the requirement of MCGM/MHADA if any.
70. **Developer/Promoter shall not mortgage or create a charge:** After the Developer/Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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/Allottee/s who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein. The Developer/Promoter shall be entitled to secure the Sale Price payable by the Purchaser/Allottee/s under this Agreement (or any part thereof), in the manner permissible by law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration payable by the Purchaser/Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Developer/Promoter, the Purchaser/Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

71. The Purchaser/Allottee/s hereby agree to indemnify and to keep the Developer/Promoters indemnified from any cause or financial claim, including interest or penalty, if levied by the concerned authority. The Developer/Promoter shall not be liable to contribute anything towards the same nor shall the Purchaser/Allottee/s hold the Developer/Promoter liable and/or responsible towards the said liability. The Purchaser/Allottee/s shall lodge this Agreement for registration within the prescribed period before proper office of Registration prescribed under Indian Registration Act, 1908 and the Developer/Promoters shall admit the execution the same.
72. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law and nor as to

confer upon the Purchaser/Allottee/s any rights whatsoever in, to or over the said property or any part thereof including the said premises save as provided herein.

73. The said Purchaser/Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all unsold flats, open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Developer/Promoter/s until the said land and Building is handed over to the Society as hereinbefore mentioned or till final OC and BCC is availed and whichever event is occur later and till that time, the Developer/Promoters shall be entitled to utilize the same in any manner whatsoever.

74. Unless and until full payment is made by the Purchaser/Allottee/s to the Developer/Promoters in accordance with this agreement, the Purchaser/Allottee/s shall not transfer any of their interest or benefit under this agreement or part with the possession of the said Flat without prior consent of the Developer/Promoters.

75. **Binding Effect:**

Forwarding this Agreement to the Purchaser/Allottee/s by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Purchaser/Allottee/s until, firstly, the Purchaser/Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 6(2)a above, within 30 (thirty) days from the date of receipt by the Purchaser/Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Developer/Promoter. If the Purchaser/Allottee/s(s) fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by

the Purchaser/Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Purchaser/Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee/s, application of the Purchaser/Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/Allottee/s without any interest or compensation whatsoever. The Purchaser/Allottee/s shall be bound by the terms of this Agreement, Redevelopment Agreement, and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society and the Developer/Promoter/s, and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the MCGM/MHADA or any other authority/ies, if any, in future related to this project.

76. Entire Agreement:

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

77. Right to Amend:

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

78. Provisions of this Agreement applicable to Purchaser/Allottee/s subsequent Purchaser/Allottee/s: It is clearly understood and so

agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

79. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the 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.

80. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Purchaser/Allottee/s has to make any payment, in common with other Purchaser/Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project or the Whole Project or as decided by the said Society, as the case may be.

81. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

82. Place of Execution:

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

83. The Purchaser/Allottee/s and/or Developer/Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer/Promoter will attend such office and admit execution thereof.

84. All notices, intimations, letters, communication etc. to be served on or given to the Purchaser/Allottee/s as contemplated by this Agreement shall be deemed to have been duly served by Registered post or Certificate of Posting at his/her/their address as specified below.

Name:- Mr.Hitesh Kumar

**Address : 602, 6th Floor , Kalpak Tower CHS , Kopar Road,
Near amba Bhanani Mandir, Dombivali West, Thane
Maharashtra Pin Cord - 421202**

85. Joint Purchaser/Allottee/s:

That in case there are Joint Purchaser/Allottee/s all communications shall be sent by the Developer/Promoter to the Purchaser/Allottee/s 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 Purchaser/Allottee/s.

86. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Developer/Promoter alone.

87. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

88. Governing Law:

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, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

89. The Permanent Account Number of the parties hereto are as follows:-

Parties	Pan No.
M/s. Vengurlekars Shreesai	AAGCV2902B

Builders and Developers Pvt. Ltd.	
Mr. Hitesh Kumar	ABNPH5131R

IN WITNESS WHEREOF the Developer/Promoters and the Purchaser/Allottee/s has/have hereto set and subscribed their respective hands and seals the day and year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of land or ground being Building Known as “Vengurlekars Chaitra”, Building no. 26, AZAD NAGAR CHAITRA CO-OPERATIVE HOUSING SOCIETY LTD. Situated at on the land bearing Survey No.135(pt.) and C.T.S. No. 835(pt), 838(pt) & 839(pt) situated, lying and being at Village – Ambivali , Tal-Andheri admeasuring 592.06 square meters + titbit area about 85.27 square meters i.e., total plot area about 677.33 square meters at Azad Nagar, Off Veera Desai Road, Andheri (W), Mumbai-400 053 in the Mumbai Bombay Suburban District in Greater Bombay, together with building and structure standing thereon and bounded as follows, that is to say:

On or towards the East : By Building no.27

On or towards the West : By Building no.25

On or towards the North : By Nalla

On or towards the South : By 12.2 wide D.P. Road

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

- 1) Two lifts
- 2) Name plate with flat numbers.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
LIST OF AMENITIES:**

- 1) Double Height Entrance Lobby.
- 2) Multi Level Car Parkings.
- 3) Earthquake Resistant Design.
- 4) Vitrified Flooring Inside The Flats.
- 5) Granite Cooking Platform With S. S. Sink In Kitchen.
- 6) Granite Service Platform In Kitchen.
- 7) Concealed Wiring With Modular Switches.
- 8) Concealed Plumbing With Fittings.
- 9) Tiles In Bathrooms & Toilets.
- 10) Aluminum Sliding Windows.
- 11) P. O. P./Gypsum Wall Finish.
- 12) Paint/Wall Paper In All Rooms.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

Flat No. 1603 on the 16th Floor of admeasuring carpet area of 879 sq. ft. i.e., 81.66 sq. mts. of the “VENGURLEKARS CHAITRA” at the address mentioned in the First Schedule hereinabove.

SIGNED, AND DELIVERED)

By the within named Developer/Promoter)

M/S. VENGURLEKARS SHREESAI BUILDERS)

AND DEVELOPERS PRIVATE LIMITED)

Through its Director)

SHRI VIJAY M. VENGURLEKAR) (Signature) (Left

Thumb

Impression)

In the presence of)

1. Name: _____)

2. Name: _____)

SIGNED AND DELIVERED by the)

Within named "THE PURCHASER/ALLOTTEE/S")

SHRI. HITESH KUMAR)

)

)

)

SHRI.)

)

)

)

SHRI.)

)

)

)

) (Signature) (Left

Thumb

Impression)

In the presence of)

1. Name: _____)

2. Name: _____)

RECEIPT

RECEIVED from the within named Purchaser/Allottee/s a sum of Rs./- (Rupees only) vide RTGS/CHQ no, _____dated _____ drawn on _____ being the amount of part purchase price payable by them to us on or before the execution of this Agreement.

I SAY RECEIVED,

(Director)

**For M/S. VENGURLEKARS SHREE SAI
BUILDERS AND DEVELOPERS PRIVATE
LIMITED**

DEVELOPER/PROMOTERS

Witness:

- 1.
- 2.

DATED THIS ___ DAY OF _____, 2024

**M/S. VENGURLEKARS SHREE SAI
BUILDERS AND DEVELOPERS PRIVATE
LIMITED**

**...THE
DEVELOPER/PROMOTERS**

AND

AGREEMENT FOR SALE

MR. BHAVIN R. BHATIA

Advocate, High Court

Plot no. 99, Prabhu Niwas,

Road No. 10, Jawahar Nagar,
Goregaon (West), Mumbai – 400 104