

VILLAGE :-TITWALA, TALUKA:-KALYAN,
DIST :-THANE
WARD NO. :- _____
Apartment Rera :- **43.50 sq.mtrs.**
carpet Area
Building is :- Stilt + 25 floors
Market Value :-**Rs. _____** /-
Actual Value :-**Rs.38,22,310/-**
Stamp :-**Rs. _____** /-

AGREEMENT FOR SALE

**U/S 4 OF THE MAHARASHTRA OWNERSHIP FLAT (REGULATION OF
THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT &
TRANSFER) ACT, 1963**

in

**Project known as “Vedant Millenia Happiness (Phase –II) Wing B” bearing Maha
RERA No.P51700030699 in respect whereof Deed of Declaration is registered U/s
2 of Maharashtra Apartment Ownership Act, 1970 at serial Sr.No. 7057/2019
dated 15.05.2019 and Deed of Amendment is Registered at Serial No.25910/2022
Dated 15.11.2022**

This Agreement made at Titwala, Tal - Kalyan, Dist. Thane on this ____ day of _____, Two Thousand Twenty Four.

BETWEEN

M/S. THARWANI INFRASTRUCTURE, a proprietorship firm through its proprietor **Shri. Mohan Hardasmal Tharwani (PAN NO. AAOPT7033Q)**, adult, Occupation Business having its office at Tharwani Infrastructure, Next to Meera NX hospital, Kalyan Ambernath Road, Ulhasnagar-421003, Dist. Thane hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrator and assigns etc.) the **PARTY OF THE ONE PART**

AND

MRS. ANITA ANANTA JADHAV

(PAN NO.**BKUPJ1909C**) Indian Inhabitant, aged **38 years**, occp. **BUSINESS**.

MR. ATUL ANANTA JADHAV

(PAN NO.**CJEPJ9144D**) Indian Inhabitant, aged **21 years**, occp. **SERVICE**.

Phone Number: 8450954220 / 7499251081

Email id: anitajadhav9837@gmail.com

Residing at – 82, Near Hanuman Mandir, Bhatsai, Bhatsai, Thane, Maharashtra - 421301.

hereinafter called as the "**ALLOTTEE**" (which expression shall unless it is repugnant to the context or meaning thereof mean and include his/her/their heirs,

legal representatives, executors, administrator and assigns) of the **PARTY OF THE OTHER PART**

In this agreement, unless the context otherwise requires, the following terms are defined as under.

- i. MOFA 1963` means Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963;
- ii. MOFA Rules 1964 means Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Rules, 1964;
- iii. R.E. (R & D) Act, 2016 means Real Estate (Regulation & Development) Act, 2016;
- iv. Agreement means an agreement executed by the OWNER/DEVELOPER/PROMOTER in favour of the allottee / purchaser under the provisions of Section 4 of the Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963 read with provisions of Rule 5 of Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Rules, 1964 and the Agreement within the meaning of Section 2 (c) the Real Estate (Regulation & Development) Act, 2016;
- v. Allottee means the Allottee as defined in Section 2 (d) of R.E. (R&D) Act, 2016;
- vi. Apartment means as defined u/s 2 (e) of R.E. (R&D) Act, 2016;
- vii. Flat/Apartment means as defined in Section 2 (a-1) of MOFA, 1963;
- viii. “Family member”- Wife, Son’s, daughter’s, Mother, Father, wife of son, husband of daughter and Grant children of Apartment owner.
- ix. Architect as defined in Section 2 (h) of R.E. (R&D) Act, 2016;
- x. Building as defined in Section 2 (j) of R.E. (R&D) Act, 2016;

- xi. Carpet area as defined u/s 2 (k) of R.E. (R&D) Act, 2016;
- xii. Commencement Certificate as defined in Section 2 (m) of R.E. (R&D) Act, 2016 and issued u/s 45 of the M.R. & T.P. Act, 1966.
- xiii. Common area as defined in Section 2 (n) of R.E. (R&D) Act, 2016.
- xiv. General common area and facility as described in Deed of Declaration dated **15.05.2019** And Deed of Amendment Dated 15.11.2022 as defined herein.
- Xv. Deed of Declaration means the Deed of Declaration executed by the OWNER/PROMOTER/DEVELOPERS u/s 2 of the Maharashtra Apartment Ownership Act, 1970 read with Section 3 of the Maharashtra Apartment Ownership Rules, 1972 in Form “A” appended to the said Rules; which Deed of Declaration has been duly registered in the office of Sub Registrar, Kalyan at Sr.No. **7057** of **2019** on 15.05.2019; and Deed Of Amendment has been duly registered in the office of Sub Registrar, Kalyan at Sr.No.25910 of 2022 on 15.11.2022.
- xvi. Restricted Common areas and facilities means common areas and facilities which have been described in the Deed of Declaration.
- xvi. Common Expenses & Maintenance charges means the common expenses and maintenance charges of Vedant Millenia Happiness (Phase II) Apartment Condominium as defined in Deed of Declaration.
- xvii. Completion Certificate as defined in Section 2 (Q) of R.E. (R&D) Act, 2016;
- xviii. Planning Authority means Kalyan Dombivli Municipal Corporation.
- xix. Occupancy Certificate as defined in Section 2 (z)(f) of R.E. (R&D) Act, 2016.
- xx. Project means as defined in Section 2 (ZJ) of R.E.(R&D)Act, 2016 and Real Estate Project means as defined in Section 2 (ZN) of R.E. (R&D) Act, 2016 i.e. Project known as Vedant Millenia Happiness (Phase II) Wing B bearing Registration No.**P51700030699**.
- xxi. The project means – “Vedant Millenia project” Means Development Project under taken by the Promoter. Project comprises of Ten phases On project known as “Vedant Millenia” at Village- Titwala, Taluka- Kalyan, district- Thane.

xxii. Promoter as defined in Section 2 (Z)(k.) of R.E. (R&D) Act, 2016 and which include any person/firm/company or other legal / juridical entity or association of persons to whom OWNER/PROMOTER/DEVELOPER may transfer or assign the development rights in respect of the said project.

Sanction Plans means as defined in Section 2 (za) of R.E. (R&D) Act, 2016;

Note: The expression and terminologies not defined herein would derive their meaning from the Deed of Declaration. In case of any conflict between the meaning of any term or expression or any other aspect of this Agreement and the Deed of declaration, the terminology used or the meaning assigned in the Deed of Declaration will prevail;

WHEREAS –

- A. That the Promoter owns the plot of land admeasuring 13920 Sq. Mtrs. comprising of pieces and parcels of land bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) lying and situated at village Titwala, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivli Municipal Corporation.
- B. The Grantor shall have liberty to subdivide lands bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) lying and situated at Village Titwala, Taluka Kalyan, District Thane. The Subdivision will be made to ensure actual physical division of the lands as per the different phases of larger project known as “Vedant Millenia”.
- C. Promoter is absolute owner of the lands bearing Survey No. 221/3/1, 12/4 (P), 16/5, 219/3 (P), 221/3/2 (P), 221/4, 221/5, 221/6A (P), 221/2 (p), 16/2 A (p) and 238 (P), situated at village Titwala, Taluka Kalyan, Dist Thane. The said lands together can be called as “Larger Plot of Land”.

- D. In order to have proper development and with an intention to utilise maximum building potential, the Promoter has divided said “Larger Plot of Land” into separate plots and has obtained requisite layout permission from the Planning Authority.
- E. The Land bearing S. Nos . 221/3/1 (Part), 221/3/2 (Part), 221/4(Part) and 221/6A (Part) admeasuring 13920 Sq. Mtrs. Was owned and occupied by the Promoter. The layout plan of land admeasuring 13642sq.mtrs was sanctioned on 26.4.2017 by the Planning Authority. In the said sanctioned plan the said land admeasuring 13642 sq. mtrs was shown as plot A, thereafter the said sanctioned plan is revised. The Municipal Corporation has issued Commencement Certificate dated 29/07/2021 and Further Commencement Certificate Dated 10/11/2022 and Further Commencement Certificate Dated 08/02/2024 and has approved revised plan for said land admeasuring 13642 sq. mtrs. The building named as “**VEDANT MILLENIA HAPPINESS PHASE II**” is proposed to be constructed on said land admeasuring 13642 sq.mtrs. Out of 13642 sq.mtrs, 1805 sq.mtrs was affected by 30 mtrs D.P. road and 40 sq.mtrs by 12 mtr DP road. Vide registered agreement dated 17.11.2020 promoter has handed over possession of said 1845 sqmtrs to Kalyan Dombivali Municipal Corporation. Said agreement was registered in the office of Sub Registrar, Kalyan at Sr.No 11813 of 2020 Name of KDMC is duly mutated in 7/12 extract .As such remaining plot of land admeasuring **9295.08 Sq.Mtrs** out of which inclusive of Land area admeasuring 425sq mtrs is not in possession of Promoter is available for development. Said land is Described in **Schedule I**.

Promoter has reserved all rights to revise sanctioned layout and building plans. Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity space is changed/altered,

and if certain portion of land of Recreational Garden/Compulsory open spaces/Amenity spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

- F. The Promoter has acquired ownership of Said “Larger Plot of Land” under following registered documents;
- i. Vide Conveyance Deed dated 09.01.2017, registered with the Sub Registrar, Kalyan-2, bearing Sr. No. 188 of 2017, the Grantor has purchased land bearing Survey No. 221/3/1, situated at village Titwala, Taluka Kalyan, Dist Thane.
 - ii. Vide Conveyance Dated 02.06.2017, registered with the Sub Registrar, Kalyan-2, bearing Sr. No. 5419/2017, the Grantor has purchased lands bearing Survey Nos. 12/4 (P), 16/5, 219/3 (P), 221/3/2 (P), 221/4, 221/5 and 221/6A (P) 16/2 A (p) , 221/2 (p)and 238 (P).
 - iii. Vide Deed of Transfer dated 17/11/2020 M/s. Tharwani Infrastructure transferred ownership of the portion of land admeasuring 1845 sq. mtrs from S.no. 221/3/1 affected by development plan road in favor of Kalyan Dombivali Municipal Corporation
 - iv. Vide lease Deed dated 21/12/2022 registered at serial No 28722/2022 the Promoter has given portion of land admeasuring 43.97sq.mtrs for 99 years to MSEDCL for transformer.

After execution of the said Conveyance dated 09.01.2017 and 02.06.2017, the name of OWNER/DEVELOPER/ PROMOTER has been recorded in the 7 x 12 extract as Owner of the said property.

The Grantor shall have liberty to subdivide plot of lands bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) lying and situated at Village Titwala, Taluka Kalyan, District Thane. The Subdivision will be made to ensure actual physical division of the lands as per the different phases of larger project known as “Vedant Millenia”. The Promoter shall also have the liberty to apply for preparation of revised revenue record (7/12) extracts as per said subdivision.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove:

AND WHEREAS the Promoter/Developer is in possession of the project land.

AND WHEREAS The Promoter herein is well and sufficiently entitled to sell and/or deal and/or lease with in its own name and at its own risk and costs self – contained Apartment in the said project on such terms and conditions as it may deem fit.

AND WHEREAS The Land bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4(Part) and 221/6A (Part) admeasuring 13642 Sq. Mtrs. was owned and occupied by the promoter. The layout plan of land admeasuring 13642 Sq. mtrs was sanctioned on 26.4.2017 by the Planning Authority. In the said sanctioned plan the said land admeasuring 13642 Sq. mtrs was shown as plot A, thereafter the said sanctioned plan is revised. The Municipal Corporation has issued Commencement Certificate dated 29/07/2021 and Further Commencement Certificate Dated 10/11/2022 and Further Commencement Certificate Dated 08/02/2024 and has

approved revised plan for said land admeasuring 13642 sq. mtrs. It is pertinent to note that the plot B admeasuring 278 sq.Mtrs is deleted and not part of Vedant Millenia Happiness Phase -II in the revised sanctioned layout approved by KDMC on 29/07/2021 Grantor has not used FSI of said plot for present project. Grantor has reserved all rights in respect of said Plot B. Grantor can sell, transfer of develop said plot B as per his own choice.

AND WHEREAS That the Grantor has proposed to construct multistoried buildings named as “**Vedant Millenia Happiness Phase II**” and “**Vedant Millenia Club House**”, on the parcel of land, described as Plot A in the sanctioned plans dated 26.4.2017, further revised on 29/07/2021, Further Revised on 10/11/2022 and Further Commencement Certificate Dated 08/02/2024 according to plans which are approved by Kalyan Dombivali Municipal Corporation. The Promoter has received Part Occupancy Certificate of Wing “A” dated 23/12/2022 bearing Serial No KDMC/TDP/CC/KD/341. Deed of Declaration dated 15.05.2019 and Deed of Amendment dated 15/11/2022 is in respect of “**Vedant Millenia Happiness Phase II**”. Copies of 7/12 extract, NA permission, Commencement Certificate and latest Sanctioned Plan are annexed as **Annexure A**.

It is pertinent to note that the plot B admeasuring 278 sq.mtrs is deleted and not part of Vedant Millenia Happiness Phase II in the revised sanctioned layout approved by KDMC on 29/07/2021 Grantor has not used FSI of said plot for present project. Grantor has reserved all rights in respect of said Plot B. Grantor can sell, transfer of develop said plot B as per his own choice.

The plan for showing the location of Sewage Treatment Plant (STP)/ Organic Waste converter (OWC)/transformers / Fire Fighting Pump Room is annexed here with as **Annexure- B**. The Promoter has reserved his right to change the location of Sewage Treatment Plant (STP)/ Organic Waste converter (OWC)/ transformers / Fire Fighting Pump Room as may be required. The promoter reserves the right to lease

out the Transformers/ Sub-stations to MSEDCL if it is made compulsory by the MSEDCL at any point of time and the flat purchasers shall not raise any objection for the same.

The postal address of the buildings will be as under-

“Vedant Millenia Happiness” [Phase II], S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part), Village Titwala, Taluka Kalyan, Dist Thane.

That the details of Buildings, as per the latest sanctioned Plan, are as under: -

Sr. No.	Wings	Floors
1	A	S+21 (Approved) Occupancy Certificate received
2	B	S+25 (Approved)
3	C	S+15 (Approved) S+25 (Future expansion against premium/Ancillary/TDR)
4.	D	G+1 (Approved) G+26 (Future expansion against premium/Ancillary/TDR)
5.	E	G+3 (Approved) G+26 (Future expansion against premium/Ancillary/TDR)

Promoter has reserved all rights to revise sanctioned layout and building plans from Wing B to Wing E. Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity space is changed/altered, and if certain portion of land of Recreational Garden/Compulsory open spaces/Amenity spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

Common Apartment Society Office and Drivers Room for all building i.e. A to E of Phase – II is situated on first floor of Wing “C”. The promoter will hand over the common condominium society office to the society after completion of construction of all buildings i.e A to E

The Allottee hereby also gives his/her/its irrevocable consent to the Promoter developing “**Vedant Millenia**” in such phase wise manner as the Promoter may determine, even after the promoter shall have completed the construction of the unit hereby agreed to be sold to the Allotte.

The Allottee hereby agrees to all the facilities and assistance that the Promoter may require from time, but at the costs and expenses of the Promoter so as to enable the Promoter to complete the development of “**Vedant Millenia**” in the manner that may determined by the promoter.

AND WHEREAS The Promoter/Developer hereby declares that every phase of ‘VEDANT MILLENIA’ is further proposed to be developed in ‘Sub Phases’. Vedant Millenia Happiness (Phase II) project consists of Residential /commercial building named as “Vedant Millenia Happiness (Phase II)” having 5 wings (A to E) and separate G+2 structure (club house) named as “Vedant Millenia Club House”.

The Promoter/ Developer has decided to construct additional wings/Additional floors in the said phase II after obtaining requisite permissions from planning authority from Time to Time.

As per the Provisions of the Real estate (Regulation and Development) Act, 2016 it is permissible to register a separate project for every wing of a building. The Grantor has proposed to obtain separate RERA Registration for every wing of “Vedant Millenia Happiness (Phase II)”. The “Vedant Millenia Happiness (Phase II)” comprises of 5 wings out of which the plans in respect of 5 wings is sanctioned. The building “Vedant Millenia Happiness (Phase II)” will be constructed as phase wise manner. Every wing shall be INDEPENDENT Phase and will be registered under RERA accordingly. In respect of sanctioned wings, the RERA registration would be obtained separately, under the Following names: -

- i. VEDANT MILLENIA HAPPINESS (PHASE II) WING A
- ii. VEDANT MILLENIA HAPPINESS (PHASE II) WING B
- iii. VEDANT MILLENIA HAPPINESS (PHASE II) WING C
- iv. VEDANT MILLENIA HAPPINESS (PHASE II) WING D
- v. VEDANT MILLENIA HAPPINESS (PHASE II) WING E

Every wing of “Vedant Millenia Happiness Phase II” is to be treated as separate phase in itself. Therefore, for the purposes of modification in sanctioned plans, the consent of the occupants/flat purchasers of concerned phase shall only be required. For Example: For modification proposed in Wing B, consent of Wing A occupants shall not be necessary and the said occupants shall not raise any objection for the same.

Note: Developer/Promoter has reserved its right to construct additional wings or delete wings or increase floors or decrease floors after obtaining requisite permission.

AND WHEREAS the Allottee is offered an Apartment bearing No.808 on the 08th Floor (hereinafter referred to as said “Apartment”) in “**B**” Wing building, being constructed in Phase II of said Project by the Promoter

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Tharwani Infrastructure Vedant Millenia Happiness Phase II Wing B, Titwala - [E]** No. P51700030699 authenticated. Copy is attached in Annexure“C”.

AND WHEREAS the Promoter has appointed Epicons Consultants Pvt Ltd, consulting Engineers, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents pertaining to the title of the project land, tentative location and building plans the said Approved plans, various other specified under the Real Estate (Regulation and Development)Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; The Allottee has satisfied himself/ itself with all the documents as aforementioned and the Promoter’s rights to the Project land and to construct the said Building thereon and the Allottee hereby explicitly agrees not to raise any dispute, complaint, and’ or grievance of any nature whatsoever with respect to the same thereof. The Allotte further hereby confirms that there shall be no further investigation or objection by the Allottee in that regard and is fully satisfied of the competency of the Promoter to enter into this Agreemen. The Allottee does hereby agree and undertake to be bound by all the terms and conditions imposed by KDMC with regard to various sanctions, permissions, approvals etc., including the said Approved Plans at all times.

AND WHEREAS the Allotte hereto being interested to have allot, given, transfer and assign the said premises, approached the promoter with an offer in that behalf. In pursuance thereof the parties hereto held meetings by and between themselves wherein the promoter disclosed to the Allottee all the aforesaid facts and also gave information and inspection of documents relating to the same and the allottee hereto got himself/ herself/ themselves fully satisfied about the same and the Parties hereto thereupon finalized the transaction as to price/ consideration and other terms and conditions with regard to promoter giving and the Allottee acquiring from the Promoter's rights and interest in respect of the said premises. The said documents are as under.

- i. Sale Deed/Conveyance dated 09.01.2017 and 02.06.2017 referred herein above executed in favour of OWNER/DEVELOPER/PROMOTER.
- ii. 7/12 extracts of lands bearing Survey No. 221/3/1 (p), 221/3/2 (p), 221/6A (p) and 221/4A (p) along with N.A. Order.
- iii. Commencement Certificate.
- iv. Copies of actual extract of the first page of the Sanctioned Layout and the page of the block plan of the tenement hereby agreed to be sold.

Note: After applying for revision of plans, dimensions shown in sanctioned layout plan may vary from dimensions that are available at site.

AND WHEREAS the authenticated copies of certificate of title issued by Adv. Satish N Notani **dated 09th February, 2024** Advocates for the Promoters is annexed hereto and marked as **Annexure "D"**.

AND WHEREAS the Report on the Search of the said property which was taken from the office of the Sub-registrar of Assurances has been given by the Searcher Shri G. H. Jagtap which is annexed hereto and marked as **Annexure "E"** to this Agreement.

AND WHEREAS the authenticated copy of plan of the Apartment/~~Shop/Commercial~~/ Office agreed to be purchased by the Allotee, as sanctioned and approved by the local Authority/ Kalyan Dombivli Municipal Corporation have been annexed hereto and marked as **Annexure “F”**. The approximate carpet area of the Apartment as defined in R.E. (R& D) Act, 2016 is marked in yellow colour. The plan showing location& size of columns/pillars which protrude inside the Apartment/~~Shop/Commercial~~ agreed to be purchased by the Allotee, have been annexed hereto and marked as **Annexure “F1”**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority i.e. Kalyan Dombivli Municipal Corporation to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allotee has applied to the promoter for allotment of Apartment/~~Shop/Commercial~~ bearing No.**808** on the **08th Floor** (hereinafter referred to as said “Apartment”) in “**B**” Wing building, being constructed in Phase II of said Project by the Promoter.

AND WHEREAS the carpet area of the said Apartment is **43.50 Sq.mtr** square meters as defined in R.E. (R& D) Act, 2016. The building/s will be constructed in

accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / Government to be made in them or any of them for a total lump sum consideration of **Rs.38,22,310/- (Rupees Thirty Eight Lakh Twenty Two Thousand Three Hundred And Ten Only)** which includes the Cost of the Apartment including but not limited to grill charges, video door phone,, floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s,, legal charges, charges towards construction of common amenities. However the said amount exclude Goods and service Tax (GST) and does not include Municipal taxes or levies, cessetc or any such statutory taxes/cess/dutiesetc nor does it include the 3 years advance maintenance charges which would be required to be paid by the Allottee before handing over of the possession of the tenements by the Owner/Promoter/Developer to the Allottee nor does it include any other amounts or taxes.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs.0/- (Rupees Zero Only)** being part payment of the sale consideration of the Apartment /~~Shop/Commercial~~/ Office agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and

receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

AND WHEREAS The Promoter has executed and registered the Deed of Declaration dated 15.05.2019.and Deed Of Amendment Dated 15/11/2022As per the said Deed of Declaration the name of the Apartments Condominium shall be **“VEDANT MILLENIA HAPPINESS APARTMENT CONDOMINIUM”** (Phase II totally admeasuring 11797sq.mtrs).It's address and postal address will be **"VEDANT MILLENIA HAPPINESS APARTMENT CONDOMINIUM"** (Phase II), bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) situated at village Titwala, Taluka Kalyan, Dist Thane Kalyan Dombivli Municipal Corporation, Taluka - Kalyan, District Thane. The Promoter has given inspection of said Deed of Declaration.

a) All the apartments will be sold to the one or more individual Allottees by executing the separate Deeds of Apartments. Each owner will obtain a particular and exclusive property right thereto and each apartment will constitute a heritable and transferable immovable property within the meaning of any law for the time being in force in the State of Maharashtra (hereinafter referred to as the “Family Unit” or “Tenement”) and also an undivided interest in the General and/or Restricted Common Areas and Facilities of the buildings all of the above in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970. Further, on account of formation of

an Apartment Condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970, no separate Conveyance for land and the buildings will be required to be executed in favour of such Apartment Condominium since a separate Deed of Apartment will be executed and registered in favour of individual Allottees of Tenements in the Apartment Condominium, who will be the members of the Condominium and in the said Deeds of Apartment a fraction of the total ownership rights in the General Common Areas and Facilities of the said Apartment Condominium will be transferred to the said Allottees and thus the Condominium will be the owner of the “Said Property”.

b) The general description of the location of the structures in the condominium are provided in the Deed of Declaration. The detailed description of all the Tenements/family units (Apartments) is given in the Deed of Declaration. The said clauses and shall be treated as part and parcel of present Agreement. This description does not include the description of the Watchman’s Cabin. Or in the event of the change in the DC Rules of Kalyan Dombivli Municipal Corporation and availability of TDR on the “Said Property” in future. The OWNER/DEVELOPER/PROMOTER has retained the exclusive right to use any additional F.S.I./T. D. R. which may become available in respect of the “Said Property” either on account of any change in the DC Rules or amendment to the M. R. & T. P. Act, 1966. In such eventuality, the OWNER/DEVELOPER/ PROMOTER will be entitled to use and consume such additional F.S.I./T. D. R. on the same land. In case such a situation arises on account of any change in the D.C. Rules or on account of any other changes in the Rules or Regulations, in such an eventuality, the OWNER/DEVELOPER/PROMOTER will be entitled to use and consume the said additional F.S.I./T. D. R. by carrying on additional construction on the Said Land and building standing thereon. In the event the OWNER/DEVELOPER/ PROMOTER decides to consume such additional F.S.I./T. D. R. as the case may be, the OWNER/DEVELOPER/PROMOTER may either use it itself or transfer the right to use the same to any other

person or firm. The owners/occupants of all the tenements in the buildings will not have any right to raise any objection to any such additional construction.

c) Grantor has reserved all rights to revise sanctioned layout and building plans. Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity space/Parking Space is changed/altered, and if certain portion of land of Recreational Garden/Compulsory open spaces/Amenity spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

d) After getting the permission for the additional buildings and additional floors, the OWNER/DEVELOPER/ PROMOTER will execute an Amended Deed to the executed and registered Deed of Declaration wherein, the number of the tenements and the number of floors of all buildings will be indicated and reference will be made to the revised/new Development Permission.

e) Common areas and facilities and restricted Common areas and facilities in Apartment Condominium shall be as provided in the Deed of Declaration dated 15.05.2019 and Deed of Amendment Dated 15.11.2022 and future amendments made therein.

f) The right, title and interest of each owner of family unit in the general and restricted common areas and facilities shall be as provided in the Deed of Declaration and future amendments made therein.

AND WHEREAS COMMON AMENITIES FOR ALL THE PHASES PROPOSED BY PROMOTER:

i. The Kalyan-Dombivli Municipal Corporation (for short KDMC) vide building permission dated 26/04/2017, further revised on 29/07/2021 and

Further Revised On 10/11/2022 and Further Revised On 08/02/2024 has granted a permission to commence a construction on plot of land bearing Survey Nos. 221/3/1 (part), 221/3/2 (part), 221/4(part), 221/6 (part) situated at Village Titwala, Tal.: Kalyan, Dist.: Thane. As per the said sanction, the grantor has commenced the construction.

- ii. As per the above referred building permission, the grantor has been permitted to construct a structure called as Club House having Ground + 2 upper floors. Though the said structure is titled as Club House, it is independent structure and not an amenity structure common for all phases (I to X).
- iii. The Promoter has proposed to construct the said independent structure called as Club House on southern portion of the plot. The said southern portion shall be separated by constructing a partition wall. The location of said partition line is shown on the sanctioned building Plan dated 26/04/2017 further revised on 29/07/2021 and Further Revised On 10/11/2022 and Further Revised On 08/02/2024 attached hereto as **Annexure “G”**.
- iv. The ownership of said independent structure, called as Club House, is proposed to be retained by Promoter. Even after execution of present Deed of Declaration, the prospective Flat purchasers / Apartment owners except permissive right of user shall not have any right, title and ownership over the said independent structure called as Club House. Promoter shall also have proportionate ownership in land described in **Schedule – IA**. the exact area shall be calculated upon completion of entire construction of Phase II.
- v. The VEDANT MILLENIA CLUB HOUSE is proposed to be constructed on the portion of said land. The said portion is having separate access from 15 mtr wide DP road. The structure is proposed to be constructed by using floor

area. The portion of land, on which the structure is proposed, is not an compulsory open space or recreational area. The said club house is independent structure, proposed by the Developer for the use and enjoyment as per his choice.

- vi. The southern portion of plot of land of Vedant Millenia Club Bliss which is shown in yellow color on a Plan annexed herewith and marked as **Annexure 'G'** shall remain in possession of grantor which has common for all the phases (I to X). The portion shown in green color are the lands which will be used for constructing multistoried building.
- vii. The said independent structure called as Club House and the other amenities like Swimming Pool, etc. which are proposed to be constructed by Promoter on the land adjacent to the said Club House shall exclusively belong to the Promoter. The southern portion of plot (highlighted in yellow colour) in **Annexure "G"** is referred as 'Vedant Millennia Club Bliss'.
- viii. As stated in this Deed of Declaration, the Promoter has proposed to construct the said independent structure called as Club House and has also decided to develop the land adjacent to said Club House (highlighted in yellow color on the Plan annexed as "**Annexure G**") as a recreational space for himself and for the Flat purchasers of all phases (I to X) which are proposed to be developed by him. The usage and enjoyment of said recreational space which is called as 'Vedant Millennia Club Bliss' shall be as per the decision of Promoter himself. The terms and conditions may vary for other phases.
- ix. The Promoter has made it clear that neither the Association of Flat purchasers i.e. 'Vedant Millennia Happiness Apartment Condominium' Phase II or any Flat purchaser / apartment owner / number of said Apartment Condominium shall have any right to disturb the possession of grantor over

the portion of “Vedant Millenia Club Bliss” shown in yellow color on the Plan annexed hereto as “**Annexure G**”.

- x. As stated in the Deed of Declaration and the other Deeds of Declaration which will be executed in respect of the respective phases, the Promoter has decided to permit the Flat purchasers of all phases (Phase I to X) to use and enjoy the facilities provided in ‘Vedant Millenia Club Bliss’, however, said permission is not exclusive and shall be subject to the terms and conditions which will be spelled out in the respective Deeds of Declarations/Flat Agreement. The actual and physical possession will remain with Promoter. The permissive entry shall be provided on the terms and conditions spelled out in the Deed of Declaration. Ownership of said “VEDANT MILLENIA CLUB BLISS” shall remain with Promoter till completion of the development of all the phases (i.e Phase I to Phase X) and after completion of said development, the ownership of said “VEDANT MILLENIA CLUB BLISS” may be transferred to the body corporate formed by the occupants of all phases. Presently construction work of “Vedant Millenia Phase I” is completed and after receiving the Occupancy certificate the promoter has handed over the Peaceful and Vacant possession of the flats to the respective Flat Purchasers. The said body corporate shall include one representative of every phase. It shall be responsibility of Promoter to maintain the said club bliss only upto completion of all phases of Vedant Millenia Project as described in this Deed of Declaration. Promoter has proposed to assign Right, Title & Interest in the said Vedant Millenia club bliss to the body corporate on the terms and conditions which will be specified in the document of transfer which will be executed in favor of such body corporate. After handing over of charge to Body Corporate, Grantor shall not be responsible for said maintenance. It shall be duty of such body corporate to

collect maintenance from the Flat Customers and look/maintain after the said club bliss.

- xi. After execution and registration of Deed of Declaration and individual Deeds of Apartment, every Apartment Owner shall have undivided ownership in the plot described in schedule I of land. None of Apartment Owner shall raise any dispute on the said issue of possession. By executing Deed of Declaration and inserting the specific clause about entitlement of grantor to retain possession of “Vedant Millenia Club Bliss”, the Promoter has made all prospective Apartment Owners/Allottees aware about all facts. Hence, it will not be open to any Apartment Owner/Allottees to raise dispute about possession of Promoter marked as Yellow Portion and Hash Portion in Annexure E.

AND WHEREAS

- (i) The members of VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM (Phase II) along with members of other condominiums which will be formed by the Promoter in phase wise manner in the vicinity of said property and/or on the above referred lands, shall have right to use and enjoy the facilities of “VEDANT MILLENIA CLUB BLISS”, consisting of club house along with other amenities like swimming pool etc. The said “VEDANT MILLENIA CLUB BLISS” shall be common for apartment holders of all phases subject to terms and conditions mentioned in the Deed of Declaration of that particular phase. The “VEDANT MILLENIA CLUB BLISS” will be used as common amenities available for occupants of all phases (i.e. Phase I to Phase X) subject to terms and conditions mentioned in the Deed of Declaration of that particular phase.
- ii. The Promoter is providing the said common amenities completely as per

discretion of Grantor and without any statutory obligation as such. The Promoter is providing said amenities in addition to the facilities/amenities provided exclusively for individual phases.

- iii. Promoter may maintain the club by appointing staff. Promoter shall also have a right to assign work of maintenance to third Party/ Agency by paying necessary charges to them.
- iv. The “VEDANT MILLENIA CLUB BLISS” will be used as common amenity available for occupants of all phases (i.e. Phase I to Phase X). Details of which are mentioned in Deed of Declaration.

A. The Non Refundable Entrance fees of the said club shall be as under:

- i. 1 BHK - Rs. 10,000/-
- ii. 2 BHK - Rs.15,000/-
- iii.3 BHK - Rs. 20,000/-
- iv. SHOP - Rs. 10,000/-

B. The Promoter will have every right to revise i.e. increase or decrease the rate of non- refundable entrance fees.

C. The Allotee/flat purchaser/shop purchaser will have to pay the said non-refundable entrance fees before taking possession of the flat/Apartment/shop.

D. After payment of the said non- refundable entrance fees, it will not be open to flat Purchaser/ Allotee to claim refund of the said non- refundable entrance fees. It is made clear that the Promoter shall not refund any non-refundable entrance fee. Even if any flat Agreement/ Deed of apartment is cancelled/ terminated or otherwise, the non- refundable entrance fee shall

not be refunded. It is made clear that the amount of non- refundable entrance fees or maintenance charges of Vedant Millenia Club Bliss paid by Allottee shall not be refunded and/ or adjusted even after sale/ transfer of flats/ Apartment. The new purchaser will have to pay fresh Non refundable Entrance fees and maintenance charges of Vedant Millenia Club Bliss on the terms and conditions which will be fixed by the Grantor at the time of giving membership to such new purchaser. For any reason there shall not be any refund.

E. It is made clear that the Flat Purchaser/ Allottee shall not have any right to assign or transfer the Club membership. Upon sale, transfer, lease, execution of Leave and License, or for any reason the possession of Flat/ Apartment is handed over to the third Party, the Original Allottee shall cease to be the member of Club. However it is made clear that it would be binding on all the subsequent Allottees to pay the non-refundable entrance fees and Club House Maintenance charges payable for 10 years. Provided that the Promoter shall have all rights to increase the amount of non-refundable entrance fees and Club House Maintenance to be charged from the Subsequent Allottees

F. The Promoter has decided to collect Club Maintenance charges in advance at following monthly rates;-

1. For 1 BHK – Rs.300/-
2. For 2 BHK – Rs.350/-
3. For 3 BHK – Rs.400/-
4. For SHOP – Rs.300/-

The Allotee/flat purchaser/shop purchaser will have to pay the Club Maintenance charges payable for 10 years before taking possession of the flat/Apartment/shop.

The Promoter shall have all rights to revise i.e. increase/decrease the amount of non-refundable entrance fees and Club House Maintenance to be charged from the Subsequent Allottees.

- G. It is made clear that the Promoter shall not be liable to make any contribution towards Club Maintenance amount payable for common expenses, So long as the flats are unsold and unoccupied. The flat Purchaser/ Allottee shall not raise any claim against grantor to make any such contribution. After the flats are sold to flat customers, the said flat customers shall be liable to pay monthly maintenance from the date of Agreement.
- H. The Allottee will have to pay the club maintenance charges of 10 years at a time in advance before taking possession of Flat/Apartment.
- I. After completion of 1st period of 10 years, the Allottee shall pay the maintenance charges in advance, for next period of 10 years. The said arrangement shall continue till handing over of 'CLUB' to body corporate on completion of all the Phases i.e. Phase I to Phase X.
- J. Club Maintenance charges shall be used for Electricity Charges, Water charges, Watchman Charges, Gardening charges, cleaning charges, Borewell pumps, lifts, Property Tax of Club House , Accountant charges, Stationary Charges, Supervisor salary, Salary of Trainor's, Fees of CA, Receptionist salary, Sweeper salary, for maintenance of Creche, Cafeteria, Banquet hall, yoga room, squash court, Mini Theatre, Net lounge/ Library/ Lifts, game room, Sauna and steam, Swimming pool, Gym/ Temple equipment charges, All fittings & Fixtures and any other miscellaneous expenses required for maintenance, repairs etc arising in future.

- v. The construction work of Vedant Millenia Club Bliss is in progress. The above referred maintenance charges shall be made applicable from the completion of Vedant Millenia club house structure. Without payment of club maintenance none of the Allottee /Apartment owner shall be allowed to use/enjoy/enter the referred club premises i.e. portion highlighted in yellow color to the plan annexed herewith as Annexure G”.
- vi. The Developer shall be under the obligation to maintain the club so long as all allottees/purchasers pay their respective maintenance regularly and without any default.
- vii. Club will be for all phases (Phase I to Phase X) subject to terms and conditions mentioned in the Deed of declaration of that particular phase and occupants of Vedant Millenia Happiness Apartments shall not claim exclusive right over the use and enjoyment of said club and land used for developing said club.
- viii. The Promoter shall have all rights to revise i.e. increase/decrease the amount of non-refundable entrance fees and Club House Maintenance to be charged from the Subsequent Allottees.
- ix. The non- refundable entrance fees and maintenance charges payable for Club Bliss shall be solely at the discretion of Grantor. The grantor shall have entire liberty to grant concessions in payment of such non- refundable entrance fees and maintenance charges. The flat purchasers shall not raise any objection in future for the concessions which will be granted to some of the flat purchasers.
- x. Family members of Club Member who has cleared the dues shall be allowed to use the club highlighted with yellow colour in Annexure G”.

- xi. Promoter shall have every right to give membership of club to outsiders who have not purchased the flats/units/apartments/ shops in Vedant Millenia Phase I to Phase X. The Club membership charges and Club Maintenance charges for such members shall be as per discretion of Grantor.

Note: The Grantor/promoter shall have all rights to revise the plans of said Vedant Millenia Club Bliss& design of swimming pool as granted by Planning Authority. Upon revision, built up area of Vedant Millenia Club Bliss may change as per revised permission granted by Planning Authority.

NOW THIS AGREEMENT WITNESETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoter shall construct the said building consisting of Stilt + 25 upper floors approved on the project land in accordance with the plans, designs and specifications as approved by the Planning authority from time to time. The grantor/ Developer/Promoter has registered Deed of Declaration dated 15.05.2019, and Deed of Amendment dated 15/11/2022. Further the promoter after receiving required approvals and additional TDR & FSI reserves his right to make further modification by carrying out future amendments in Deed of Declaration. Clauses of said Deed of Declaration shall be treated as part of this agreement. In case of conflict, clauses of Deed of Declaration shall prevail.

The present Agreement is in respect of Wing B of Vedant Millenia Happiness Apartment Condominium Phase II. The Builder does not intend to make changes in Wing B. Whereas Wing C to Wing E and other buildings will be constructed as per sanctioned building plans approved by concerned authority time to time.

1.(a). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee (I) Apartment/~~Shop/Commercial~~ No. **808** on the **08th** floor in the building **“B” Wing in Vedant Millenia Happiness (Phase II)**

(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure “F” having the carpet area of **43.50 sq.mtrs** as defined in R.E. (R& D) Act, 2016 been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / Government to be made in them or any of them for a total lump sum consideration of **Rs.38,22,310/- (Rupees Thirty Eight Lakh Twenty Two Thousand Three Hundred And Ten Only)** including **Rs.1,50,000/-(Rupees One Lakh Fifty Thousand Only)** being the proportionate price of the common Development charges collected for construction of facilities, the nature, extent and description of the common facilities are more particularly described in the Schedule III annexed herewith. The lump sum consideration also includes the Cost of the Apartment including but not limited to grill charges, video door phone; floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; legal charges, charges towards construction of common amenities of phase II i.e. Kids Play area, Sitting arrangement, Jogging track etc.

1(b). The Allottee has paid on or before execution of this agreement a sum of **Rs.0/- (Rupees Zero Only)**, and hereby agrees to pay to that Promoter the balance amount of **Rs.38,22,310/- (Rupees Thirty Eight Lakh Twenty Two Thousand Three Hundred And Ten Only)** in the following manner: -

Sr. No.	Time of Payment	S+25	Amount in Rupees(Rs)
1	On issuance of Letter of Allotment	5%	191116

2	On execution and registration of Agreement for Sale	5%	191116
3	On commencement of Plinth Work	15%	573347
4	On completion of Plinth work	20%	764462
5	On completion of 1st Slab	1%	38223
6	On completion of 2nd Slab	1%	38223
7	On completion of 3rd Slab	1%	38223
8	On completion of 4th Slab	1%	38223
9	On completion of 5th Slab	1%	38223
10	On completion of 6th Slab	1%	38223
11	On completion of 7th Slab	1%	38223
12	On completion of 8th Slab	1%	38223
13	On completion of 9th Slab	1%	38223
14	On completion of 10th Slab	1%	38223
15	On completion of 11th Slab	1%	38223
16	On completion of 12th Slab	1%	38223
17	On completion of 13th Slab	1%	38223
18	On completion of 14th Slab	1%	38223
19	On completion of 15th Slab	1%	38223
20	On completion of 16th Slab	1%	38223
21	On completion of 17th Slab	1%	38223
22	On completion of 18th Slab	1%	38223
23	On completion of 19th Slab	1%	38223

24	On completion of 20th Slab	1%	38223
25	On completion of 21st Slab	1%	38223
26	On completion of 22 nd Slab	1%	38223
27	On completion of 23rd Slab	1%	38223
28	On completion of 24 th Slab	1%	38223
29	On completion of 25 th Slab	1%	38223
30	On completion of 26 th Slab	1%	38223
31	On completion of external plumbing, elevation, terraces with waterproofing	4%	152892
32	On completion of walls, Internal plaster, floorings, doors and windows	5%	191116
33	On completion of external plaster	5%	191116
34	On completion of lift, water pumps, electrical fittings, electro, Mechanical.	5%	191116
35	On completion of entrance lobby, plinth protection, paving of areas	5%	191116
36	On Possession	5%	191116
	Total Amount	100%	38,22,310/-

1(c). The total price Excludes Goods and Services Tax (GST) and does not Include any other taxes nor does it include the 3 years advance maintenance charges or any other charges.

1 (d) The Total Price 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The receipt of amounts paid by the Allottee shall be issued as and when the cheque is honoured or the amount is otherwise received by the Promoter. It is agreed between the parties that the time fixed for the payment of the installments shall be the essence of this contract. The Installment cheque /D.D/pay order shall be made in favor of **“Tharwani Infrastructure Vedant Millenia Happiness Phase II Wing “B” A/c No.: “0461002900000376”** and shall be sent to the office of the Promoters at **Tharwani Infrastructure Vedant Millenia, Behind Mahaganpati Mandir, Titwala (E) – 421605**.either by hand delivery or Registered Post A.D. or by courier.

1(f). The promoter shall confirm the final carpet area and usable carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in carpet area within the defined limit than promoter shall refund the excess money paid by the allottee within 45 days with annual interest the rate specified in the rules from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to Allottee, the promoter shall demand the additional amount from the Allottee as per the next milestone of the payment plan. All this monetary adjustments shall be made at the same proportionate rate as agreed in clause 1(a) of this Agreement.

1(g). The promoter shall confirm the final carpet area and usable carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in carpet area within the defined limit than promoter shall refund the excess money paid by the allottee within 45 days with annual interest the rate specified in the rules from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to Allottee, the promoter shall demand the additional amount from the Allottee as per the next milestone of the payment plan. All this monetary adjustments shall be made at the same proportionate rate as agreed in clause 1(a) of this Agreement.

2.0 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.1 Time is essence for the promoter as well as the Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Apartment/flat to the Allottee and the common areas to the Association of the Allottee's after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in clause 1 (c) herein above (payment plan).

2.2 On getting the occupancy certificate, the Promoter may handover possession of the said Apartment/Shop/Commercial/Office to the Allottee even without electricity and water supply from respective competent authorities. The Allottee shall not raise any claim/demand against the Promoter for the delay in getting the Supply of electric and water. On the Promoters offering possession of the said Apartment/Shop/Commercial/Office to the Allottee, the allottee shall be liable to bear and pay their proportionate share in the consumption Of electricity and water if sourced from alternate Source in the intervening period. Developer may make suitable arrangement of water supply through tankers. The expenses of said arrangement shall be paid from maintenance account.

3. The Promoter hereby declares that as per provisions of the said UDCPR the plot has a development potential of (Basic + premium + ancillary + TDR + MHADA) = 65350.38 sq. mtrs built up area the (potential FSI + Non FSI) subject to approval from KDMC or competent authority.

3.1 The Promoter hereby declares that the Floor space Index available as on date in respect of the project land is **12667.83 sq.mtr.** only and Promoter has planned to utilize floor Space Index of **12667.83 sq.mtr** by Availing of TDR or FSI available on planned of premiums or FSI available as incentive FSI by availing on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available to the said project.

4.0 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession The Allottee agrees to pay to the Promoter, interest

@ 9% or as specified in the RERA Rules, whichever is higher, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.1 Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'H'**, annexed hereto.

6. The promoter shall give possession of the Apartment/ Shop/ Commercial to the Allottee on or before **31st August 2025**. The Promoter may handover possession of flat upon receipt of part occupancy certificate. The Allotees, who are not covered under such part occupancy certificate, shall not raise any objection nor shall seek possession of their respective flats. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with Interest at the same rate as mentioned in the clauses 4.1 herein above from the date the promoter received the sum till the date the amounts and interests thereon are repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.0 On execution and registration of present Flat Agreement, The Allottee has to pay following amounts for the reasons mentioned herein:-

Sr.no.	Particulars	Amount in Rs.
1.	Flat cost	38,22,310/-
2.	GST On Flat cost as applicable as on the date of each payment.	38,223/-

3.	Advance Maintenance charges for 3 years 1 BHK – Rs. 2200/- per month. 2 BHK – Rs. 2750/- per month.	99,000/-
4.	GST on Maintenance (as applicable as on the date of the payment).	17,820/-
5.	Charges for formation of Vedant Millenia Happiness Apartment Condominium along with Membership charges for membership of Vedant Millenia Happiness Apartment Condominium i.e. Phase II.	2,000/-
6.	Legal costs, charges and expenses, including professional costs of the Attorney at Law/ Advocate of the Promoter in connection with formation of the said Condominium of Apartment Owners, preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement and the preparation of Deed of Apartment to be executed u/s 5 of the Maharashtra Apartment Ownership Act, 1970.	5,000/-
7.	GST on Legal Charges and Apartment Condominium	1,260/-
8.	Non refundable Entrance fees of Vedant Millenia Club Bliss.	15,000/-

9.	Advance 10 years club maintenance charges of Vedant Millenia Club Bliss	42,000/-
10.	GST on non refundable entrance fees of Vedant Millenia Club Bliss and Club maintenance charges (as applicable as on the date of the payment)	10,260/-

Note:-

- i. Flat purchaser should pay above stated amounts before taking possession of their respective flats/shops/commercial/offices. The payment of outstanding charges under these presents are condition precedent for handing over of possession.
- ii. Other taxes, which are not included in the above amounts shall be paid as applicable at the time of each payment.

Provided further, the Developer shall not be liable to contribute any amount towards Society Maintenance Charges in respect of unsold flats/Shops/Commercials/offices. The allottee has clearly, specifically and categorically agreed and understood that the promoter shall not be liable to pay any maintenance amount in respect of his unsold flats or on nallotted car parking reserved for unsold units. The allottee shall not raise any objection, claim or hinderance of any nature whatsoever in respect of unsold flats of promoter or non allotted car parking either in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation. The allottee in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation shall not withhold any permission or grant of no objection or any other certificate or permission in respect of unsold flats or nonallotted car parking of the promoter. That failure to adhere to these conditions will amount to breach of trust

7.1 **Procedure for Taking Possession-** The Promoter, upon obtaining the occupancy certificate shall offer possession of Apartment to Allottee through an email or notice in writing. Upon receipt of such email, the purchaser shall make full and final payment of the charges payable under this Agreement. Upon receipt of said charges, the Promoter and Allottee shall execute Deed of Apartment and Undertaking to be executed by the purchaser. Upon execution and registration of Deed of Apartment, the Purchaser shall submit the undertaking. Thereafter, the Promoter shall issue a possession letter. The said procedure will have to be strictly followed without seeking any concessions.

7.2. The Allottee shall take possession of the Apartment within 15 days of intimation given by Promoter through an email or notice in writing intimating that the said Apartments are ready for use and occupancy

7.3. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written/Email intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as per the Agreement.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/ shop.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in Apartment Condominium by executing the Deed of Apartment. The promoter has already registered a Deed of Declaration dated 15.5.2019, thereby subjecting the property to the provisions of Maharashtra Apartment ownership Act, 1971. The association of allottees by the name “ Vedant Millenia Happiness Apartment Condominium” shall be formed within a period of three months or 51% of the majority of allottees having booked their apartments in the project.

9.1 The Promoter shall subject to his right to dispose of the remaining apartments, if any execute the conveyance of the structure of wing B of building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.

9.2 The Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment/ office/ shop is ready for use and occupancy, the Purchaser shall be liable to pay the proportionate share (i.e.in proportion to the carpet area of the premises) of outgoings in respect of the project land and buildings constructed thereon namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building constructed thereon. Until the society, Association or Company of the said Building is formed, and the said building is transferred to it,

the Allottee shall pay to the promoter such proportionate share of outgoings as may be determined.

10. The Developer / Promoter has invested a substantial amount in the development of the said property since its acquisition in 2010. To elaborate the Developer/Promoter has incurred costs towards getting requisite approvals from the K.D.M.C. towards the development of the said land, towards construction of internal roads, electrification, towards supply of water and so on. Therefore, the Proportionate amount spent by the Developer/Promoter forms a part of the total consideration for acquisition of the said Apartment/shop/office/commercial tenement along with the aforementioned amenities including but not limited to grill charges, video door phone, floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; legal charges, charges towards construction of common amenities of Phase II i.e. kids play area, Seating arrangement, Jogging track etc

Note: - It has been decided by the promoter and hereby agreed by the purchaser that the Service Platform in the kitchen for Flat No. 7 and 8 on each floor from 1st Floor to 25th floor will not be provided by the promoter

11. The developer hereby declares that the project will be completed in phases wise manner and the amenities covered under that phase of project shall be handed over to the Allottees after completing said phase. The Allottees hereby declare and grant consent for the same and under no circumstance the amount paid for towards the amenity charges shall be claimed by Allottee. It will be open for the developer to

handover the amenities immediately after completion of construction of said amenities.

12. The Promoter has specifically informed to the Allottee/Apartment Owner herein that the said building/Apartment sold to the Allottee/Apartment Owner is part of the bigger project being developed by us and though we are in the process of constructing more buildings in Phase Wise and therefore the completion of the entire project shall take its own time and that the Allottee/Apartment Owner are not to take any objection on any common facility not available at that moment or that any inconvenience is caused immediately. No such complaint shall be entertained till the entire project i.e. Vedant Millenia Happiness Phase II is declared as complete by us. The proposed date of completion of the entire project is on or before **December 2030**.

13 A. The Allottee shall pay the actual value or amount against charges for valuation report if required the Allottee under takes to pay Good and Service Tax (GST) and when Demanded by the Granter, increase in the percentage of Goods and Services Tax (GST) made by the central Government with retrospective effect, any levies of Government or semi government authorities, etc if applicable any in future.

13 B. The Allottee undertakes to bear actual Property Tax, electricity bill, maintenance charges from the date of receiving Occupancy Certificate for under construction flats.

13 C. The Allottee undertakes to pay an amount of **Rs.2000/-** (Rupees two thousand only) over and above the total consideration payable vizof **Rs.38,22,310 /- (Rupees Thirty Eight Lakh Twenty Two Thousand Three Hundred And Ten Only)** towards charges for formation of Vedant Millenia Happiness Apartment

Condominium along with Membership charges for membership of Vedant Millenia Happiness Apartment Condominium.

13 D. The Purchaser shall pay an amount of **Rs.99,000/-**-(excluding GST) towards lumpsum maintenance payable for the period of 3 years commencing from the date of issuance of Occupancy certificate. Upon receipt of Occupancy certificate, the Promoter shall within 7 days offer possession of flat through email/or notice in writing. Though for completing the formalities of payments, execution of Deed of Apartment, undertaking, issuance of possession letter etc may take some time, the maintenance amount shall be payable from the date of occupancy certificate. The flat purchasers has no objection for the same.

Such maintenance charges shall be utilized for providing facilities as mentioned in the Deed of Declaration dated 15.05.2019 Deed of Amendment dated 15/11/2022 for period of 3 years from receipt of occupancy certificate of respective wing.

Before completion of said period of 3 years, it shall be responsibility of Apartment owners to form board of managers and take charge of completed buildings and maintain the same.

Thereafter Promoter shall not be responsible for providing any facilities.

After Completing the construction and expiry of 3 years, the Grantor shall handover charge of constructed building/wing to Board of Managers. After accepting the said charge, the Board of Managers shall continue to maintain the Building by collecting monthly/quarterly/yearly maintenance from Flat Purchasers. The said Board of Managers shall share the expenses of common security, common electricity, sweeper, Gardener etc charges with Grantor as demanded by the Grantor. For example, if after completion of construction of Wing 'B' possession of flat is handed over and board of managers is formed, then said board of managers/flat owners shall not raise any objection for completion of construction of other wings. At the same time, the board of managers/ flat owners shall pay proportionate amount of

maintenance to grantor, till completion of entire Ph-II, for providing common facilities like common security, common electricity, sweeper Gardener salary etc.

13 E. The maintenance charges so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the entire management of the VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM (Phase II) is handed over, subject to the provisions of Section 6 of the said Act and the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter of the VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM (Phase II). The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 3rd day of each and every month in advance and shall not withhold the same for any reason whatsoever.

13 F. The Promoter shall have sole discretion to fix maintenance charges separately for different types of units and to appropriate said charges in proportion of area of unit.

13 G. The Promoter shall have complete discretion to utilize maintenance charges. Taking into consideration the available funds, the Grantor shall make expenses for repairs and maintenance. Grantor shall maintain accounts of expenses incurred by utilizing the maintenance charges.

13 H. Individual Unit Purchaser/s shall not have any right to raise complaints regarding services like, security, CCTV, Sweepers, Garden, Club House, Electricity, lifts etc, and all other services mentioned herein above. In case of joint request made by more than 75% unit purchasers, the Promoter/Developer shall, taking into availability of funds, consider up-gradation of services and not otherwise.

13 I. Promoter shall not be duty bound to maintain the building in perpetuity. After completing entire project and after obtaining final occupancy certificate, the Promoter may give notice to flat purchasers and may hand over charge of buildings to Association of Apartment Owners. After issuance of such notice, the Developer

shall get automatically relieved from his duty as promoter to maintain the building and thereafter, the unit holders shall maintain the building at their cost.

13 J. The Promoter shall utilize the sum of Rs.5000 paid by the Allottee to the Promoter of meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/ Advocate of the Promoter in connection with formation of the said Condominium of Apartment Owners, preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement and the preparation of Deed of Apartment to be executed u/s 5 of the Maharashtra Apartment Ownership Act, 1970.

14. The Allottee after taking possession of the said Apartment shall not be entitled to complain about the construction of the building or of the Apartment or the quality of the work or materials used and the amenities provided in the said building or Apartment/shop/office/commercial etc. The fittings, fixtures and amenities being mentioned in Schedule hereunder written. Whereas the DEVELOPER/ PROMOTER in the event of non-availability of material etc. shall have right to replace the said amenities with the similar amenities.

15. The Promoter has already obtained Occupancy Certificate of Vedant Millenia Phase 1. The possession of the Apartments in the said phase is successfully handed over to the Flat customers. The entire project of Vedant Millenia Happiness (Phase II) comprises of building Nos. A to E and the Promoter shall complete the entire project i.e. Vedant Millenia Happiness Phase II on or before **December 2030**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership of Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of

the Apartment with simple interest at nine per cent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Apartments are situated or were to be situated.

15(a) In the interest of Purchasers and for environmental safety as per statutory requirement, a centralized Sewage Treatment Plant shall be operated and managed by agency appointed by the Promoters/Proposed Society of the Allottee/s/Federation/Apex body of the Societies. The said agency will supply treated water to all the buildings of the Project/Federation on the scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from the organization of the Purchasers per month as per consumption and accordingly the Purchaser will be mandatorily abide to pay those charges when claimed, also that as and when co-operative housing society shall be formed for a building or the Apex Body/Federation of all the Societies of the buildings to be constructed on the said property, such Society needs to share the operation and maintenance cost of the STP irrespective of the case whether the treated water is used or not by the Society as this is centralized STP for all the buildings in the project Vedant Millenia.

15(b) So long as each of the Apartments / Covered Parking Spaces in the said building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each

Apartment/covered parking in the said building. The Allottee/s alongwith other allottee will not require the Promoter to contribute to the proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the building which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of such vacancy of such units.

15(c) In the event, the Promoter is providing any item/article/machinery in which warranty or guarantee has been provided by the Manufacturer/Supplier/Seller in such situation if there is any problem in those items/articles/machinery, the Allottee/s shall directly pursue with concerned manufacturer/agency for getting the same repaired/replaced without bothering the Promoter.

15(d) The Allottee/s agree and undertake not to raise any nature of objection whatsoever as regard to giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders or their authorized agents of the third party plots within the said property or adjacent to the said property.

15(e) The Allottee/s hereby confirms and it is expressly agreed that the Promoter shall be entitled without affecting the rights of the Allottee/s to the said unit, to revise, amend, alter, modify, rectify and resubmit and/or change the approved building plan and layout plan, amalgamation, subdivision of plots and/or relocate recreational garden/s or amenity spaces or parking in the layout in respect of the said property, pursuant to obtaining necessary permission from competent authority.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite right to

carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the RERA registration form;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

- ix. After completion of entire project i.e. building Nos. A to E, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common areas of the structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
- Xii. The Promoter shall be Entitled to sell the unalloted units in said project without any separate permission or consent of said apartment condominium. The promoter may mortgage the unalloted units of the said project with the financial institution without any separate NOC from Said Apartment Condominium.
- Xiii. The Allottee or said Apartment Condominium shall not be entitled to demand any transfer charge for the transfer of unalloted units by the promoter to prospective allottees.
- Xiv. The prospective allottees of unalloted unit will be inducted as a member of the said Apartment Condominium and no objection shall be raised by the said Apartment Condominium or the allottee herein.
- Xv. The promoter is entitled to retain all unalloted parking spaces in the said project and allottee/ Apartment Condominium/Confederation/Society shall not raise any objection or create any hindrance in the enjoyment of said parking by the promoter. Promoter is entitled to all the rights of being a member of Apartment Condominium right to attend meeting, right to vote in the meeting etc.

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

- a) In Building Vedant Millenia happiness D Wing the ground floor and 1st floors will be used for commercial purposes like offices, banks, hotels, banquet hall, wine shop, discotheque, hookah, restaurant & bar, food court, food bazaar, hospitals, tuition centers, showrooms and for any other uses, subject to approval from local and government authorities if required. That it has been categorically, specifically and clearly understood by the allottee of wing A, B, C, D and E that they will not raise any objection of any nature whatsoever either in his individual capacity and/or as member of the association or society/Apartment Condominium as agreed to use of the Ground Floor and First Floor in any manner whatsoever nature.
- a) To maintain the Apartment at Allottee's own cost any good tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffered to be done anything in or to the building in which the Apartment is situated staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without consent of the Local Authorities if required.
- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the

Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the Breach.

c) To carry at his own cost all internal repairs to the said Apartment and maintain the apartment in the same conditions, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the apartment is situated or the Apartment which may be given by rules and regulations and bye laws of the concerned local authority or other public authority. And in the event of Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local Authority and/or other public authority.

d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains pipes in the Apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

e) Not to do or permit to be done any Act or thing which may render void or voidable any instance of the said land and the building in which the apartment is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

- g) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee viz., user for any purposes other than for residential purpose.
- h) The Allottee shall not let, sub let, transfer, assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter.
- i) The Allottee shall observe and perform all the rules and regulations which the said Vedant MILLENIA HAPPINESS Apartment Condominium has already framed and may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said VEDANT MILLENIA HAPPINESS Apartment Condominium regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement.
- j) Until the VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM is functional and the said land and building/s transferred to it, the Allottee shall permit the Promoter and their Surveyors and agents, with or without workmen and other at all reasonable times to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

k) In The event of any portion of the said property being required for putting up an electric sub-station/watchman room/Generator/OWC/STP/Fire Fighting Pump Room, and any other use the Promoters shall be entitled to give such portion or to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.

18. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or towards maintenance and shall utilize the amounts only for the purpose for which they have been received.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment thereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter in so far as parking spaces are concerned, it is agreed between the parties as under.

20. The Promoter shall have absolute discretion to allot Stilt/Stack/Puzzle/Tower parking space to the allottees/Flat Purchasers. The allotments made by the promoter shall be binding on all the Allottees/Flat Purchasers and the board of managers/Society. The Grantor shall have right to make such allotments &/or revised or recall till handing over of charge to Board of Managers/Society. However, it is made clear that allottees who have been allotted Stilt/Stack/Puzzle/Tower parking's, has to pay parking maintenance charges as decided by Promoter or Board of Managers/Society and subject to revision.

21. As per the Development permission, the Promoter/Developer is under obligation to provide requisite "Car Parking Lots/Stilt/Stack/Puzzle Parking". Accordingly, the Promoter/Developer has made provision for said "Car Parking

Lots/Stilt/Stack/Puzzle/Tower Parking. The Developer/Promoter has informed about availability of Stilt/Stack/Puzzle/Tower Parking. However, the Allottee is **Not Interested** in having the “Stilt/Stack/Puzzle/Tower Parking. The Allottee has also consented for allotment of Car Parking Spaces to the other Allottees who are interested in having the car parking’s. Allottee will not have any objection for the allotments done by the Promoter/Developer of Car Parking Spaces. Allottee hereby declares that he will not raise any objection for the allotments done by the Developer of such car parking’s Stilt/Stack/Puzzle/Tower Parking nor will obstruct the allottees from using the Car Parking Stilt/Stack/ Puzzle/Tower Parking Spaces allotted by the Developer/Promoter to them. The Promoter has shown the stilt/Stack/Puzzle/Tower Parking and two wheeler parking on approved plan, but the grantor on its own discretion can add/ delete/ change the parking’s during the construction and the grantor can add puzzle/ stack parking’s also.

22. The Allottee will utilize the parking , if allotted, for his/her/their personal se. The location and other details viz parking number shall be intimated at the time of handling over of possession of the said unit.

23. The allottee shall not be allowed to allot/transfer/let-out said parking space to any outsider/ visitor i.e. other than the unit Allotte of said unit.

24. The said parking space must be used only for the purpose of parking vehicle and not for any other purpose.

25. Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

26. Promoter has shown the open/stilt/stack/puzzle/tower for four wheeler and two wheeler parking on approved plan, but the promoter on its own discretion can add/delete/change the parking during the construction as per his requirement.

27. The Developer has made provision of stack parkings in stilt parking area itself. Meaning thereby the stilt parking space can be used to park two vehicles (1at stilt level and 1 at stack level) The Developer has decided to allot the said parking space

(compromising of 1 stilt parking and 1 stack parking) In common to, two flat purchasers. So that, the expenses maintaining stack parking can be shared by said two owners. Furthermore, said two flat owners can make interse arrangement regarding their vehicles. The details regarding co-allottee of parking space shall be provided in parking allotment letter. The flat purchaser do not have any objection for common allotment.

28. The apartment condominium shall not have right to cacle allotments made by promoter and shall finally ratify the reservation of such parking in its first meeting at the time of handover by the promoter.

29. The developer has proposed to provide the additional parking facility by constructing additional tower/parking floors in the building named as vedant millenia happiness phase II. Since the said buildings are part of the project comprising of multiple buildings, The Flat purchaser does not have any objection for the same.

30. Furthermore, the developer has proposed for parking like tower/puzzle/stack that the allotted parking will be managed and maintained by the allottees only and if any taxes are related to same in future that will also exclusively borne by the allottee.

31. The Allottee shall obtain “No Objection Certificate” and No Dues Certificate” from promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as void –ab-initio’.

32. **Correspondence:** The Flat/Apartment owners may communicate their request, demands, complainants etc to the grantor through e-mail. The email id of Grantoris“millenia@tharwaniinfrastructures.com”and“legal@tharwaniinfrastructures.com”.It shall be responsibility of all flat/Apartment owners to provide the details like phone number, email id etc before taking possession of the flat. The complaints,

requests, demands etc shall be only communicated only through email. Flat/Apartment owners shall not sent their complaints through courier post or by hand delivery. No such complaint shall be entertained. Without prior approval, Flat/Apartment owners shall not enter the office premises of Grantor.

33. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in Way manner prejudice the rights of the Promoter.

34. The Allottee and/or the promoter shall present this Agreement as well as the Deed of Apartment to be executed in future u/s 5 of the Maharashtra Apartment Ownership Act, 1970 at the proper registration office, within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

IF to the Promoter:

M/s Tharwani Infrastructure,
Near MeeraNx Hospital,
KalyanAmbarnath Road,
Ulhasnagar 421003.

IF to the Allottee:

Name and address of Allottee:-

MRS. ANITA ANANTA JADHAV

MR. ATUL ANANTA JADHAV

Phone Number: 8450954220 / 7499251081

Email id: anitajadhav9837@gmail.com

Residing at – 82, Near Hanuman Mandir, Bhatsai, Bhatsai, Thane, Maharashtra - 421301.

36. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES

- i) Hereto that the terrace space in front of or adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the respective Allottee of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or any society, or as the case may be, the Limited Company.
- ii) The Allottee understand and accept that the promoter is developing the said entire project in phases. This agreement is for particular unit in one tower in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSI on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.
- iii) In the event of organization of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the units/parking spaces, the powers and the authorities of such organization shall be subject to the overall authority and control of the Promoter in respect of all the matter concerning the said building and in particular the Promoter shall have absolute authority and control as regards the unsold units/covered parking spaces and disposal thereof; PROVIDED

AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organization being formed earlier than the Promoter dealing with or disposing off all the units in the said building then and in that event any Allottee/s of Apartment/covered parking space from the Promoter shall be admitted to such organization on being called upon by the Promoter without payment of any premium or any additional charges.

iv) The Allottee understand and accept that the promoter is developing the said entire project in phases. This agreement is for particular unit in one tower in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSI on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

37. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The allottees/s undertake hereby gives his/her/their Express consent to the promoters to raise any loan against the said land and or the said buildings under the construction and to mortgage the same with any bank or bankers or any other Financial Institutions or any other party this consent is on the express understanding that any such loan liability shall be cleared by the promoters at their own expenses on or before handing over of charge of the building and the land to the board of Managers/Associations of flat Owners.

38. **BINDING EFFECT** - Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

40. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

41. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES** - It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case

of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

42. **SEVERABILITY-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

43. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** - Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

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

45. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said

Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

46. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the Rules made there under/said Act and the Rules made there under.

47. The party of the First Part has met the party of the Second Part specifically aware about the provisions of Section 2 of Sub Section 10 of Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963 which provides that after execution and registration of a Deed of declaration as contemplated by Section 2 of the Maharashtra Apartment Ownership Act, 1970 which Deed of Declaration is factually executed and registered by the party of the First Part as indicated above and of which a true copy is delivered along with Index II to the party of the Second Part, it is impermissible and it would be impermissible to form a Cooperative Housing Society.

48. In the event of any dispute or differences between the parties hereto in relation to the interpretation of any terms or conditions of this Agreement for contract entered into by the parties by this Agreement, till the commencement of relevant Sections of R.E. (R&D) Act, 2016 by the issuance of a notification u/s 1 (3) of R.E. (R&D) Act, 2016 by the Government of India for the geographical area of the said property, all disputes and differences between the parties would be referred to a Sole Arbitrator to be appointed by mutual consent of the parties hereto and in the absence of such consent u/s 11 of the Arbitration & Conciliation Act, 1996 or any statutory amendments, requirements/modifications thereof and the parties agree that Civil Court will not have jurisdiction to try and entertain any such dispute. The suit of the Arbitration will be at Ulhasnagar, the arbitration will be conducted in English and the Arbitrator will give reasons for the Award.

SCHEDULE- I

All that piece and parcel of land admeasuring **9295.08 Sq. Mtrs**(inclusive of land. Which is not in possession of Promoter) comprising of pieces and parcels of land bearing S. Nos. 221/3/1 (P), 221/3/2 (P), 221/4 (P) and 221/6 (P) situated at village Titwala, Taluka Kalyan, District Thane situated within the municipal limits of Kalyan Dombivli Muncipal Corporation and more particularly described as under:
- or thereabout and bounded as follows that is to say:

Survey no:	Areas (Approximately):
1. 221/3/1 (P)	7447 sq.mtrs.
2. 221/3/2 (P)	350 sq.mtrs
3. 221/4 (P)	15 sq.mtrs
4. 221/6 (P)	1483.08 sq.mtrs

Total	: 9295.08 sq.mtrs.
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Bounded as under:

East: 15 mtrDp road.

West: S.no.218, 219/1, 221/8, 221/9.

North: 30 mtrDp road.

South: 12 mtrDp road.

SCHEDULE IA

(CLUB HOUSE PROPERTY)

All that piece and parcel of land approximately admeasuring 2501.92 sq.mtrs and Built up area approximately admeasuring 1976.62sq.mtrs and highlighted in yellow color on Exhibit G, Bearing survey no 221/3/1 (P), 221/3/2 (P), 221/4 (P) and 221/6 (P) situated at village Titwala, Taluka Kalyan, District Thane situated within the municipal limits of Kalyan Dombivli Municipal

Corporation and more particularly described as under:- or there about Bounded as under:

East: 15 mtr. Dp road.

West: S.no.218, 219/1, 221/8, 221/9.

North: Vedant Millenia Happiness Phase II Multi storied buildings.

South: 12 mtr. Dp road.

SCHEDULE II

One self-contained Apartment/ ~~shop/ office/ commercial~~/Office bearing No. **“808”**, on **“08th”** floor in the building **“B”** in the project named **“Vedant Millenia Happiness (Phase II)”** having an approximate carpet area of **43.50** sq. meters as defined in R.E. (R& D) Act, 2016. The Carpet Area mentioned above indicates the areas after enclosing the balconies and the cupboard areas wherever such balconies & cupboard areas are available within the Apartments and includes the areas of columns/pillars/Beams which protrude inside the Apartments provided that the actual area may differ to the extent of 3% of the agreed carpet area of the apartment.

SCHEDULE III

AMENITIES TO BE PROVIDED

1. Earthquake resistant RCC design construction.
2. Entrance lobby.
3. Stand by generator for lift & common area.
4. Geyser will be provided in each bathroom.
5. Reputed brand lift with each tower.
6. Security Grill is not provided at Terrace. Terrace is protected with M.S Railing

IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

Signed and delivered by the)
Within named Developer/Promoter)
M/S THARWANI INFRASTRUCTURE)
The party of the ONE PART through)
Its proprietor **Shri Mohan Hardasmal**)
Tharwani in presence.....)

Signed and delivered by the)
Within named **Other Part**

MRS. ANITA ANANTA JADHAV)

MR. ATUL ANANTA JADHAV)

In presence of witnesses.....)

1. _____

2. _____

R E C E I P T

RECEIVED from the above named the Other Party the sum of **Rs.0/- (Rupees Zero Only)**, as and by the way of Part payment/~~advance/full~~ of Sale Consideration as herein above mentioned by Cheque.

All Cheques are subject to realization

**I SAY RECEIVED
FOR M/S THARWANI INFRASTRUCTURE**

PROPRIETOR