

THIS AGREEMENT FOR SALE is made and executed at MUMBAI on this
___ day of ___ 2025.

BETWEEN

M/S. POONAM DEVELOPMENTS, a registered partnership firm registered under the Indian Partnership Act, 1932, having its office at Shop No. 5 Krishna Dham B.P Cross Road No. 5 (North) Bhayander (East) 401105. hereinafter referred to as "THE DEVELOPERS" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last Surviving partner and their/his/her assigns) of the OF THE ONE PART;

AND

Mrs. Namrata Gaurish Telang Residing At Flat no. 301, 3rd floor, Kripa Prasad CHSL, Damodar Mhatre Road, Opposite Dahisar west Railway Station, Dahisar west, Mumbai, Maharashtra - 400068. hereinafter collectively referred to as "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals his/her/their heirs and legal representatives, successors and assigns) OF THE OTHERPART;

WHEREAS

Mr. Laxman Ramchandra Rane and others (hereinafter referred to as the said owners) were owners of all that piece and parcel of land or ground containing by admeasurement 1047 sq. yds equivalent to 875.42 sq. mtrs. or thereabouts bearing Survey No.270/A, Hissa No.6 (part) and bearing CTS No.770 of Tikka No.73 of Village Dahisar, in the registration District of Joint Sub-Registrar No. IV Bombay (Bandra) for the City of Bombay, Bombay Suburban District, together with the measures, hereditaments and the premises standing thereon more particularly described in the Schedule hereunder written (hereinafter referred to as the said plot of land).

By virtue of Agreement of Sale dated 13th October 1977, the said owners have sold the said plot of land to Mr.Chandrashekha Suryanarayan Singh (hereinafter referred to as the said Purchaser) for the consideration and upon the terms and conditions contained therein and put the said Purchaser in possession of the said plot of land.

Mr. Chandrashekhar Suryanarayan Singh, the said Purchaser formed a partnership firm viz. M/s. Shekhar Construction Company (hereinafter referred to as the said partnership firm) and the said partnership firm along with said Purchaser, Mr. Chandrashekhar Suryanarayan Singh, (hereinafter the said firm and the said Purchaser collectively referred to as the Said Builders) the Said Builders applied for sanction to the Municipal authorities for development of the said plot of land and the Municipal authorities approved the said development plan under the file No.CE/3045/BS/II A/R dated 21st January 1978 and pursuant to the said sanction development plan the Builders have constructed RCC building viz. PARAG APARTMENT, consisting of Ground Plus four **upper floors** in aggregate the said Builders have constructed **18 residential** flats in the said building and have sold the said flats to the individual flat purchasers vide

distinct Agreement for Sale pursuant to the provisions of the Maharashtra Ownership Flats (regulation of the promotion of construction, sale, management and transfer) at 1963 and pursuant to the said Agreement for Sale put the said flat purchasers in vacant and legal possession of the respective flats.

The said flat Purchasers among themselves have formed and registered a co-operative housing society limited on or about 19th November 1987 viz. Parag Co-operative Housing Society Ltd., with the office of the Dy. Registrar of Co-operative Societies under the provisions of the Maharashtra Co-operative Societies Act 1960 under the registration No.BOM/WR/HSG/(TC)/3052/87-88, hereinafter referred to as the Said Society.

Due to the passage of time the said building has become weak and is in dilapidated condition and beyond normal repairs, therefore the said Society unanimously decided to go for the redevelopment of the Society building and in the process in the General body meeting held on **22nd June 2010** it is unanimously resolved to assign the work of redevelopment of Society building to the developers and subsequently entered into agreement for redevelopment on **27th November 2010** (“**the said Development Agreement**”) in particular setting out the terms and the conditions of the redevelopment of Society building. AND WHEREAS the said Society subsequently executed Deed of confirmation dated 31st December 2010, duly signed by all 18 flat owners confirming the said development agreement dated 27th November 2010. However, the said Agreement and Deed of confirmation could not be lodged for registration as the said property was not conveyed in the name of the Society and the Revenue records including the entries in the records of the right holders were standing in the name of the said owners.

Under the said Agreement for Sale executed by the said Builders in favour of the individual flat purchasers, the members of the said Society, the said Builders were in statutory obligation and more particularly agreed, confirmed and undertaken under the clause 21 of the said agreement dated 13th October 1977 to convey the land and the building in favour of the said Society, have failed to do so, therefore the members of the said Society, the flat purchasers have applied to the Office of the **District Dy. Registrar, Co-operative Societies, Mumbai City (3)**, the Office of the **Competent authority, u/s 5A** of the Maharashtra Ownership Flats Act 1963, vide their application dated 29th March 2011. The said competent authority after hearing the said application and in exercise of the powers conferred upon him u/s 5A of the said Act, vide its **order No.DDR-3/Mum./deemed conveyance/30 of 2011 /11 dated 24.1.2012** issued the certificate u/s 11(3) of the said Act for enforcing unilateral execution of conveyance deed conveying the right, title and interest of the promoter in the land **admeasuring 907.80 bearing CTS No.770, 770/1 to 5, Village Dahisar, Taluka Borivali, in the Mumbai Suburban District** with the building and the structures constructed upon said plot of land in favour of the said Society as deemed conveyance.

Pursuant to the said order dated 24th January 2012 and the area of the said plot of land recorded in the latest Property card the Society is entitled to the land area 907.80 sq. mtrs. and the Developers are permitted to utilise the entire plot FSI and FSI TDR with all benefits attached to the said Plot of Land as permissible under the development control regulations amended from time to time for redevelopment of the Society building for accommodation all the existing members of the Society and the balance constructed area to be used by the Developers to sell in the market and appropriate the sale proceeds to themselves without rendering account to any one and in view thereof the said development agreement dated 27th

November 2010 is modified AND FURTHER due to the consumption of time for obtaining the order of deemed conveyance and complying with other formalities to register the said order of deemed conveyance along with the unilateral deed of conveyance it become necessary to modify the commercial terms between the parties and whereas the society in its General Body meeting passed necessary resolutions and modified the commercial terms AND IN VIEW THEREOF the parties have subsequently entered into supplementary agreement dated 15th February, 2012, 13th July, 2012 and 11th April, 2014 to the Development Agreement dated 27th November, 2010, modification is except the term for additional carpet area admeasuring about 75 sq.ft. in the new flat of reconstructed building absolutely free of cost as agreed in the said Development Agreement dated 27th Nov. 2010.

AND WHEREAS The Developer have entered into a standard agreement with an Architect, registered with the Council of Architects as prescribed by the Council of Architects AND have appointed structural Engineers for the preparation of the structural design and drawings of the building/s and the Development/construction is carried out under the professional supervision of the Architects and the structural Engineers till completion of the buildings;

AND WHEREAS the Developer got the plans, the specifications, elevations, sections and details of the said building to be constructed on the said plot approved from the MCGM and concerned local authorities AND has commenced the work of entire Re-Development of the dilapidated building of the society after demolishing the same and constructed a new building strictly as per the permissions and sanctions granted by MCGM under commencement certificate no. CHE/WSII/1234/R/N/337(NEW)/FCC/1/Amende dated

04 apr 2018 AND Occupation Certificate under No. CHE/WSII/1234/R/N/337(NEW)/OCC /1 dated 11 Jan 2024 is issued by MCGM and such competent authorities AND the Re-Developed building is known & named as “VANDANA ENCLAVE” of Parag Co-op. Hsg. Soc. Ltd., is constructed upon the said plot of land of said the society as more particularly described in th schedule written hereunder.

Under the said the said Development Agreement the Developers are under the obligation to provide alternate permanent accommodation in redeveloped building to all the members free of cost AND in compliance thereto has entered into Agreement for Alternate Permanent Agreement with members with respect to the respective premises of to be allotted to the members and under the said Development Agreement the Developers alone have the sole and exclusive right to sell the balance residential units after allotting respective unites to the members in the said building/s (“the said saleable flats”) constructed on the said plot and to enter into agreement/s with the Purchaser/s of the said premises in the said building/s and to receive the purchase price in respect thereof;

The Purchaser/s have demanded from the Developers and the Developers have given inspection to the Purchasers of all the documents of title relating to the said plot, the relevant orders, the approved plans, designs and specifications prepared by the Developers’ Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1964 (“MOFA”) and the rules made there under;

The Developers have also annexed hereto copies of the following documents VIZ. Certificate of title of the said plot issued by the Advocate of the Developers, Property card, Sketch of layout plan and

sketch plan of the flat;

While sanctioning the said plans, in respect of construction on the said plot, the concerned local authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said plot and constructing the said building/s thereon and only upon due observance, compliance and performance of which the completion certificate and occupation certificate in respect of the said building/s shall be granted by the concerned authority;

The Purchaser/s agree to purchase from the Developers and the Developers agree to sell to the Purchasers a residential flat out of the said saleable Flats i.e. **Flat No. 302** admeasuring **49.67 sq.metres of carpet area** equivalent to **534.64 sq.ft. of carpet area** on the **3rd floor**, as shown in the Floor Plan thereof hereto of the building known as "**VANDANA ENCLAVE**" of Parag CHS Ltd., constructed upon the plot of land bearing City Survey No.770/1 to 5 of Tikka No.73 of Village Dahisar (West), Taluka Borivali in the registration District of Sub-Registrar No.IV, Bombay (Bandra) for the city of Bombay, Bombay Suburban District situated, lying and being at Ramchandra Rane Road, Dahisar (West), MSD within the limits of Municipal Ward R/North (hereinafter for the sake of brevity referred to as the said premises) for the **total consideration of Rs. 1,28,00,000/- (Rupees One Crore Twenty Eight Lakhs Only)** including the proportionate price of the common areas and facilities appurtenant to the said premises.

The Developers are entering into similar separate agreements with several other persons and parties for the sale of flats in the said building/s

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1 The Developers have constructed the said building/scalled “**VANDANA ENCLAVE**” of Parag CHS Ltd., on the said plot more particularly described in the **FIRST SCHEDULE** hereunder written in accordance with the plans, designs and specifications approved by the concerned local authorities and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authorities. However, the Developers shall have to obtain prior consent in writing of the Purchasers in respect of such variations or modifications which may adversely affect the said premises agreed to be sold to the Purchasers hereunder. The Developers subject to the aforesaid right of the Purchasers, have the right to amend and/or modify the said plans for smooth and better development of the said plot without any reference to the Purchasers.

2 The consideration agreed to be payable by the Purchasers to the Developers for the said premises shall be as follows and the time being the assense of the contract;

- (a) The Purchaser/s agree to purchase from the Developers and the Developers agree to sell to the Purchasers a residential flat out of the said salable Flats i.e. **Flat No. 302** admeasuring **49.67 sq. metres of carpet area** equivalent to **534.64 sq.ft. of carpet area** on the **3rd floor**, as shown in the Floor Plan thereof hereto of the building known as “**VANDANA ENCLAVE**” of Parag CHS Ltd., constructed upon the plot of land bearing City Survey No.770/1 to 5 of Tikka No.73 of Village Dahisar (West),

Taluka Borivali in the registration District of Sub-Registrar No.IV, Bombay (Bandra) for the city of Bombay, Bombay Suburban District situated, lying and being at Ramchandra Rane Road, Dahisar (West), MSD within the limits of Municipal Ward R/North (hereinafter for the sake of brevity referred to as the said premises) for the total consideration of **Rs. 1,28,00,000/- (Rupees One Crore Twenty Eight Lakhs Only)** including the proportionate price of the common areas and facilities appurtenant to the said premises. The said premises agreed to be sold hereunder is more particularly described in the **SECOND SCHEDULE** hereunder written.

- (b) The Purchasers have paid to the Developers a sum of **Rs. 1,00,000/- (Rupees One Lakhs Only)** being the part payment Amount of the consideration amount (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and they shall pay the Developers the balance amount payable out of the purchase price of **Rs.1,27,00,000/- (Rupees One Crore Twenty Seven Lakhs Only)** with in 30 days of execution of the agreement after (receiving occupational certificate).
- (c) The Purchasers shall be entitled to deduct Tax Deducted at Source ("**TDS**") in accordance with the provisions of the
- (d) Income Tax Act, 1961 simultaneously with the payment of the aforesaid installments to the Developers. The Purchasers shall forthwith (however, not later than the prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Government Treasury in the account of the Developers and shall furnish the requisite TDS Certificate to the Developers. Non-payment of TDS amount by the Purchasers in the name of the Developers shall be considered abreach.

- (e) The Purchasers agree to pay the Developers the aforesaid installments within fifteen (15) days from the date of demand by the Developers. In case of non-payment beyond fifteen (15) days from the date of stipulated payment of the said instalment, the Purchasers shall pay the Developers interest @ 18% per annum on the amounts due and falling in arrears. However, the Purchasers agree that the demanded instalment shall not be delayed for more than thirty (30) days from its due date and if thereafter, still the instalment is not paid, in that event the Developers shall have the absolute right to rescind this agreement.
- (f) The Purchasers hereby agrees to and shall pay to Promoter the following amounts before delivery of possession of the said premises :—
1. Rs. 3,68,500/- (Rupees Three lakhs Sixty Eight Thousand Five Hundred only) charges for water supply, electricity, Amenities, and other utility connection charges.
 2. Rs. 30,000/- (Rupees Thirty Thousand only) for legal charges;
 3. Rs. 500 /- (Rupees Five hundred only) for share money,
 4. Rs.1,000/- (Rupees One Thousand only) application, entrance fee of the Society;

Total Rs.: 4,00,000/- (Rupees Four lakhs only).

3. OBLIGATIONS AND UNDERTAKINGS OF THE DEVELOPERS

- (a) The Developers hereby agree to observe, perform and comply with all the terms, conditions and stipulations as more particularly set out in the said Developemnt Agreement dated 27th November, 2010 and subsequent supplymentray agreements including the terms, conditions and stipulations, which may

have been imposed by the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchasers, obtain from the concerned local authority the Occupation Certificate / part Occupation Certificate and/or completion certificates in respect of the same.

- (b) The fixtures, fittings and amenities to be provided by the Developers in the said building/s and the said premises are more particularly set out in the **THIRD SCHEDULE** hereunder written.
- (c) The Developers hereby declare that no part of the Floor Space Index ("FSI") of the said plot has been utilized by the Developers elsewhere for any purpose whatsoever. If the FSI has been utilized by the Developers elsewhere, then in that case the Developers shall furnish the Purchasers with all detailed particulars in respect of such utilization of FSI by them.
- (d) The Developers shall utilize the said amounts mentioned in Clause 2 (d) above paid by the Purchasers for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developers in connection with membership of the said Society preparing its Applications, forms, Registers,
- (e) Records and the cost of preparing and engrossing this Agreement and allied expenses incurred and to be incurred.
- (f) The Developers shall maintain a separate account in respect of the sums received by the Developers from the Purchasers as advance or deposit. The sums received on account of the share capital of the society towards the outgoings or legal charges shall be utilized only for the purposes for which they have been received.

- (g) After completion of the construction of the said building/s on the said plot and after the Developers have received the purchase price of all the said premises and all other amounts payable by the Purchasers and existing members thereof under their respective agreements, the Developers shall unless it is otherwise agreed to by and between the parties hereto, within Twelve (12) months of selling all the flats/units in the said building hand over charge to the said society.
- (h) If within a period of One (1) years from the date of handing over possession of the said premises to the Purchasers, the Purchasers bring to the notice of the Developers any defect in the said premises or the building/s in which the said premises are situated or the material used therein or any unauthorised change in the construction of the said building/s, then, wherever possible such defects or unauthorised changes shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchasers shall be entitled to receive from the Developers reasonable compensation for such defect or change.

4. [A] The Developers hereby declare, categorically inform and disclose to the Purchasers as under with regard to the present project: —

- (i) That the total Floor Space Index (FSI) available on the said plot is zero sq.mts.;
- (ii) That the total Transferable Development Rights (TDR) available on the said plot is zero sq.mts.;
- (iii) That the total premium, non-premium, fungible and other FSI available on the said plot is 100 sq.mts.;

- (iv) That the Developers shall utilize and consume the aforesaid FSI/ TDR as also all other direct and/or indirect benefits available on the said plot as also directly and/or indirectly attached to the said plot in accordance with the layout plan, building rules and Development Control Regulations;
 - (v) The proposed building/s on the said plot would consist of stilt and ground plus 10th and 11th half upper floors as per the building plans prepared by the Developers;
- Ⓔ] The Purchasers hereby declare, categorically state and confirm as under: –
- (a) The Purchasers are specifically informed by the Developers about the total consumption (i.e. the quantum) of FSI, TDR and other benefits available on the said plot as declared by the Developers.
 - (b) The Purchasers have a clear idea as to the potential of the construction on the said plot as of today and in the future. There has been a full and complete disclosure of the entire project by the Developers to the Purchasers.
 - (c) The Purchasers hereby give their specific, implied and informed consent to the Developers, that the Developers would be fully entitled to use, consume and utilize the FSI, TDR and other benefits on the said plot as declared in the
 - (d) sub-para (A) above without any objection or claim or recourse or further reference to the Purchasers.

5. The Developers will give possession of the said premises to the Purchasers on or before full & final payment within 15 days (“the prescribed date”). The Purchasers hereby agree that if the possession is delayed due to: –

- (i) Reasons beyond the control of the Developers as provided under Section 8 of MOFA, by the aforesaid date/s; or
- (ii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of the said plot; or
- (iii) any notices, orders, rules or notification of the Government and/or other public or competent authority; or
- (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) delay in grant of any NOC /permission /licence /connection for installation of any services, such as lifts, electricity and water connections and meters to the project/premises/road or completion certificate from the appropriate authority; or
- (vi) In case of delay or default in payment of dues by the Purchasers and members under these presents (without prejudice to the right of the Developers to terminate this agreement under clause 2(c) as mentioned hereinabove), the period of possession will automatically stand extended
- (vii) The Purchasers shall take possession of the said premises upon the said premises being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this Agreement within eight (8) days of the Developers intimation in writing to the

Purchasers that the said premises are ready for use and occupation.

6. The Purchaser/s along with the other Purchasers of premises in the building/s and existing members shall together called as member of the said society and for this purpose from time to time, sign and execute, the application for registration and for membership and other papers and documents necessary for share certificates to be issued and becoming member of the said society and shall duly fill in, sign and return it to the Developers within seven (7) days of the same being forwarded by the Developers to the Purchasers, so as to enable the Developers to complete required formalities to admit such purchasers as member/s of the said society.
7. The Purchasers shall observe and perform all the Bye-laws, rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the said premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authorities and Government and other public bodies. The Purchasers shall also observe all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the building/s and shall contribute and pay regularly and punctually all the taxes, expenses, maintenance charges, and other outgoings due and payable by him in accordance with the terms of the agreement and prescribed by resolutions from time to time.

8. The Purchasers, themselves with the intention to bind themselves and all persons into whomsoever hands the said premises shall come and his/her/ their successors-in-title do and each of them doth hereby covenant with Developers as follows:

(a) The Purchasers shall use the said premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose for which it has been allotted. The Purchasers hereby undertake not to carry on any illegal activity/business/profession in the said premises agreed to be purchased and further agree and undertake that they themselves or through their nominees/tenants/ occupiers shall not carry on any such activity/ business/profession which may illegal/ anti-social/anti-national, etc. or which may tarnish the reputation of the Developers and cause a nuisance to neighboring premises holders. It is understood that in the event of the Purchasers carrying on any such illegal business/es/activities/profession in the said premises whether directly or indirectly through his/her/their agent or tenant, the Developers shall be entitled to cancel this Agreement in the interest of public, peace and tranquillity and have the Purchasers evicted from the said premises.

(b) The Purchasers further agree and accept that from the date of the said premises being ready for possession/having actual and legal possession, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation/determined by the said society /the Developer from time to time) of all outgoings in respect of the said plot, the said premises and the said building/s viz. Local taxes, betterment charges or such other levies demanded by the concerned local authorities and/or the Government

Authorities and the maintenance charges in respect of common amenities.

(c) A week after notice in writing is given by the Developers to the Purchasers that the said premises are ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said plot, the said premises and the said building/s namely local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot, the said premises and the said building/s. Until the Developers handover the charge of the said building to the said Society, the Purchasers shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchasers further agree that till the Purchasers' share is so determined, the Purchasers shall pay the Promoters provisional monthly contributions of **Rs. 10,000/- (Rupees Ten Thousand only)** per month towards the said outgoings. The amounts so paid by the Purchasers to the Developers shall not carry any interest and shall remain with the Developers until charge of the building is being handed over to the said society shall be paid by the Developers to the Society as the case may be. Unless the Purchasers have deposited with the Developers an amount of **Rs. 1,00,000/- (Rupees One Lac only)** by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Developers shall not be bound to hand

over possession of the said premises to the Purchasers. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills of the said premises of the Purchasers. The Purchasers shall be liable to pay the electricity bills of their individual meters separately. It is understood that the Developers shall themselves look after the maintenance of the said plot and building/s thereof initially for six (6) months from the date of completion of the building/s and apply the said provisional deposit towards expenses on this account. If it is found that the said provisional deposit is not adequate or it is likely to be diminished very soon, the Developers shall have the right to demand payment of an additional deposit from the Purchasers, and the Purchasers hereby agree to meet such requisition immediately without any protest. However, as soon as possible the Developers shall hand over charge of the said building to the Committee of the said society to which an account of the expenses so incurred as per this Agreement shall be handed over, together with the surplus, if any. The said Committee thereafter shall be responsible for looking after the said plot and. Thereafter, it is for the selected body of the managing committee of the Society to decide the monthly quantum contributions towards maintenance charges,etc.

- (d) To maintain the said premises at the Purchasers' cost in a good and tenable condition from the date of possession of the said premises being given to them and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the said building/s or any part of the said building/s in which the said premises are situated which may be against the rules, regulations or bye-laws of the concerned

local authorities or any other authorities or change, alter or make an addition in and/or to the said building/s in which the said premises are situated.

- (e) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building/s in which the said premises are situated or storing of which goods is objected by the concerned local authorities or other authorities and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage, lift or any other structure of the said building/s in which the said premises are situated including entrances of the said building/s and in case of any damage caused to the said building/s on account of negligence or default on account of the Purchasers, the Purchasers shall be liable to pay or make good the damage incurred or caused due to the default of the Purchasers whatsoever.
- (f) To carry out at his/her/their own cost and expenses, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchasers and in tenantable repair and not do or allow or suffer to be done anything in the said premises or to the said building/s in which the said premises are situated, or carry out any repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authorities or other public authorities which may endanger the other premises above or below the said premises. In the event of the Purchasers committing any act in contravention of the

above provisions, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authorities and/or public authorities.

- (g) Not to demolish or cause to be demolished the said premises or any part thereof, or at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof or make any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the said premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable condition so as to support, shelter and protect other parts of the said building/s in which the said premises are situated and not chisel or in any other manner damage columns, beams, walls, slabs or RCC part or other permanent structures in the said premises without prior written permission of the Developers and/or Society as the case maybe.
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said plot and the said building/s in which the said premises are situated.
- (i) Pay the Promoters within Seven (7) days of demand by the Promoters, their share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connections to the said building/s in which the said premises are situated.
- (j) To bear and pay the increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authorities, and/or Government and/or other Public Authorities on account of

change of user of the said premises by the Purchasers or otherwise.

- (k) The Purchasers shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit under this Agreement or of the said premises or part with the possession of the said premises or any part thereof until all the dues payable to the Developers under this Agreement are fully paid by the Purchasers and only if the Purchasers have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchasers have obtained specific permission in writing from the Developers for such purpose. Such transfer shall be only in favour of such Transferee as may be approved by the Developers and not otherwise.
- (l) Till the Deed of Conveyance or Deed of Assignment of the said plot along with the said building/s in which the said premises are situated, is executed, the Purchasers shall permit the Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter into and upon the said plot and the said building/s or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
- (m) The Purchasers hereby declare that they have gone through the Agreement and all the documents related to the said plot and the said premises purchased by the Purchasers and have expressly understood the contents, terms and conditions of the same and the Purchasers after being fully satisfied have entered into this Agreement.
- (n) The Purchasers agree and accept that if the carpet area of the said premises is found to be less up to 2% for whatsoever

reason, the Purchasers shall not complain of the said reduction. The Purchasers will accept such reduced area and not demand any compensation for such reduced area.

- 9.** On the Purchasers committing any default in payment on the due date of any instalment due and payable by the Purchasers to the Developers under this Agreement, and/or the Purchasers committing a breach of any of the terms contained herein, the Developers shall be at liberty to terminate this Agreement by giving fifteen (15) days prior notice in writing. On termination of this Agreement, the Developers shall refund the Purchasers the installments paid towards the consideration within six (6) months from the date of termination. However, the Developers shall not be liable to pay any interest on the amount so refunded. Further, the Developers shall not be liable to reimburse the Purchasers any Government Charges such as Stamp Duty, Registration Charges, etc. Upon the termination of this Agreement, under this clause, the Developers shall be at liberty to sell the said premises to any other person/s of their choice and at such price as the Developers may deem fit and the Purchasers shall not object to the same.
- 10.** If the Developers fail or neglect to give possession of the said premises to the Purchasers by the prescribed date on account of reasons beyond their control and of their agents as per the provisions of section 8 of MOFA, then the Developers shall be liable on demand made by the Purchasers to refund the amounts already received by the Developers in respect of the said premises with simple interest @ nine per cent (9%) per annum from the date of the Developers receiving the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the

Developers to the Purchasers, the Purchasers shall, subject to prior encumbrances, if any, have charge on the said plot as well as the construction and the said building/s thereon.

- 11.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot or of the said building/s or any part of thereof. The Purchasers shall have no claim save and except in respect of the particular said premises. The remaining portion of the said plot, property, other unsold flats, shops, units, common areas, etc. shall be the property of the Developers until the whole of the said plot and or any part thereof with the said building/s constructed thereon is handed over to the said society.
- 12.** TIME being the essence of the contract Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or extension of time to the Purchasers by the Developers shall not be construed as a waiver or acquiescence on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers and shall not in any manner prejudice the rights of the Promoters....
- 13.** All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by pre-paid post under certificate at his/her/their addresses specified against their names above
- 14.** All out of pocket costs, charges and expenses including the Stamp Duty and Registration Charges of and incidental to this Agreement; Goods and Services Tax (GST), as may be applicable; and all other

Government levies shall be borne and paid by the Purchasers alone. If due to any changes in Government Policy and by virtue of the same any additional Stamp Duty, Registration Charges and/or any other taxes/rates are levied the same shall also be paid by the Purchasers alone.

- 15.** The Purchasers and/or the Promoters shall present this Agreement at the proper registration office for registration within four (4) months from the date of execution of this Agreement as prescribed by the Registration Act, and the parties hereto shall attend such office and admit execution thereof

- 16.** This Agreement shall always be subject to the provisions of Maharashtra Ownership Flats Act, 1964 (Mah. Act No. XV of 1971) and the rules made thereunder, the Municipal corporation of Gr. Mumbai Act, and rules there under including the Development Control rules as amended till date and as also subject to all other applicable laws.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SCHEDULE OF THE SAID PLOT OF LAND

All that piece of Freehold land or ground together with the messaes hereditaments and premises and the dwelling thereon, containing by admeasurements 907.80 sq. meters or thereabouts and bearing City Survey No.770/1 to 5 of Tikka No.73 of Village Dahisar (West), Taluka Borivali in the registration District of Sub-Registrar No.IV, Bombay (Bandra) for the city of Bombay, Bombay Suburban District situated, lying and being at Ramchandra Rane Road, Dahisar (West), Bombay and registered in the Municipal Assessment receipt under No.A-Shed-R-7615 (3) 257-A Gr. W. No.7615 (1) B-Shed-R-7615 (2) 251 Gr. W. No.7615 (1) C. Structure R-7615 (2) and bounded as follows :-

ON OR TOWARDS EAST	Ramchandra Rane Road
ON OR TOWARDS WEST	SURVEY NO.276, H.No.8,
On OR TOWARDS NORTH	S.NO.276, H.NO.1, PLOT
ON OR TOWARDS SOUTH	DR. NIKAM'S EYE CARE CENTRE

THE SCHEDULE OF COMMON AREAS REFERRED TO :-

Proportionate equal right to the immediate area abutting the main entrance door after the landing on the said floor of the said building with proportionate right alongwith the occupants of the all premises in limited common area and facilities i.e. 1) Stair case, 2) Entrance Hall (Lobby). The aforesaid provision is not applicable in case of Car Parking Space in the said property.

THE SCHEDULE OF THE SAID FLAT ABOVE REFERRED

ALL THAT PIECE OR PARCEL of the FLAT No. 302 , on the 3rd FLOOR admeasuring about 534.64 Sq.Ft. (carpet) in the proposed building (to be constructed upon the said property in the Building "VANDANA ENCLAVE" of the said Parag Co-op. Hsg. Soc. Ltd., consisting of Ground Plus 10 Upper floors & 11th Part Floor, constructed upon land bearing City Survey No.770/1 to 5 of Tikka No.73 of Village Dahisar (West), Taluka Borivali in the registration District of Sub-Registrar No.IV, Bombay (Bandra) for the city of Bombay, Bombay Suburban District situated, lying and being at Ramchandra Rane Road, Dahisar (West), MSD within the limits of Municipal Ward R/North.

THE THIRD SCHEDULE OF COMMON AREAS REFERRED TO :-

Proportionate equal right to the immediate area abutting the main entrance door after the landing on the said floor of the said building with proportionate right along with the occupants of the all premises in limited common area and facilities i.e. 1) Stair case, 2) Entrance Hall (Lobby). The aforesaid provision is not applicable in case of Car Parking Space in the said property.

SCHEDULE

("fixtures, fittings and amenities")

[Set out the details of fixtures, fittings and amenities to be provided by the Promoters in the said premises and in the said building/s]

SIGNED and DELIVERED by the

Withinnamed : DEVELOPERS

M/S. POONAM DEVELOPMENTS

By the hands of its authorized partner

Pathak Rajivkumar Ramshankar (HUF)

Through it's Karta Rajiv Kumar Pathak

In the presence of

1)

2)

SIGNED SEALED AND DELIVERED

By the withinnamed "PURCHASER/S"

Mrs. Namrata Gaurish Telang

In the presence of

1)

2)

RECEIPT

Payment Received from Mrs. Namrata Gaurish Telang of Rs. 1,00,000/-
(Rupees One Lakhs Only)

- By Cheque No. 338701, Amount: 1,00,000/-, Dated: 10/12/2024, Bank: Union Bank Of India.

Received

Witnesses :

For M/s. Poonam Developments

1.

2.

(Partner)