

FLAT SALE AGREEMENT

FLAT NO. ___ ON ___th FLOOR OF
VERVE MANSION, PLOT NO. 459 & 460 BHAU DHAJI ROAD, MATUNGA (C.R), MUMBAI-400019

THIS AGREEMENT made and entered into at Mumbai this ____ day of _____ 2022

BETWEEN

SHANTI SIDDHI INFRA LLP, (PAN: AENFS1076B) by and through its partner, Mr. VIPUL SHANTILAL NAGDA, having his registered office address at A-61, 6th Floor, Rajkamal Apartments, Rajkamal Lane, Parel, Mumbai 400012, hereinafter referred to as "**the Developers**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part

AND

(1) Mrs. _____ (PAN: _____) aged ____ years & (2) Mr. _____ (PAN: AAGPS8232E) aged ____ years, both of Mumbai, Indian Inhabitants, residing at _____, hereinafter referred to as the "**FLAT PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof, mean include their heirs, executors, administrators and assigns) of the Other Part

1. RECITALS PERTAINING TO OLD VENKATESH NIWAS BUILDING PLOT NO. 460

WHEREAS

A. By and under an Indenture of Lease dated 19 May 1925 registered under Serial No. 3782 ("Indenture of Lease") executed between the Trustees for the Improvement of the city of Bombay, now Municipal Corporation for the City of Mumbai (as Lessor therein), the Municipal Commissioner of Mumbai (as party of

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the second part) and Mr. Ramchandra Venkaji Rangnekar as the Lessee therein, the Municipal Corporation for the City of Mumbai granted/demised leasehold rights in respect of all that piece and parcel of land bearing Plot No. 460 (South) of the Dadar Matunga Estate admeasuring about 686.46 square meters or thereabouts and registered in the books of the Collector of Land Revenue under Cadastral Survey No. 373/10 (Laughton Survey No. 93/925) of Matunga Division, and in the Books of the Collector of Municipal Rates & Taxes under 'F' Ward Nos. 7651(1) and (2) and Street Nos. 37 & 37A and No. 1218, lying being and situated at Bhau Daji Road, Matunga, within the limits of the Municipal Corporation of Greater Mumbai, Mumbai 400019 ('Land') together with a Building standing thereon known as "VENKATESH NIWAS" at present comprising of Ground and 3 (three) upper floors and 2 (two) Motor Garages and an additional delineated enclosed road-facing unit similar to a garage (hereinafter referred to as the "said Building") occupied by several tenants/occupants in favor of the said Mr. Ramchandra Venkaji Rangnekar in perpetuity commencing from 29 August 1921, on the terms and conditions contained therein, more particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the "said Property";

- B. The said Ramchandra Venkaji Rangnekar died intestate on 24 January 1927 and by Letters of Administration, the leasehold rights in respect of the said Property vested in Dr. Atmaram Ramchandra Rangnekar, being one of the sons and surviving members of the Joint Hindu Family by which the said deceased Ramchandra Venkaji Rangnekar was governed;
- C. as per the Arbitration proceedings before Shri S.B. Pandit and C.B. Velkar, Arbitrators and Solicitors to the Municipal Corporation of Greater Mumbai, it was advised to divide the said Property between the parties in the following ratios:

Sr. No.	Name	Ratio
1.	Atmaram Ramchandra Rangnekar	1/3
2.	Vinayak Keshav Rangnekar	1/3
3.	Shankar Bhaskar Rangnekar	1/9
4.	Gangadhar Bhaskar Rangnekar	1/9
5.	Pandurang Bhaskar Rangnekar	1/9

- D. Mr. Vinayak Keshav Rangnekar who was putting up with Dr. Atmaram Ramchandra Rangnekar died a bachelor and as per the Hindu Succession Act, his 1/3 share in the said Property vested in the said Dr. Atmaram Ramchandra Rangnekar and he became entitled to 2/3 share;

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- E. by an Indenture of Gift dated 23 March 1957, registered with the Sub-Registrar of Assurances at Serial No. 5443 on 28 May 1970, Dr. Atmaram Ramchandra Rangnekar gifted his 2/3 share in the said Property to (i) Pandurang Bhaskar Rangnekar and (ii) Smt. Ahilya Pandurang Rangnekar as joint tenants;
- F. Shankar Bhaskar Rangnekar died on 07 November 1966 and his share in the said Property came to be vested in his widow, Smt. Krishnabai (Lilabai) Shankar Rangnekar and the said Property vested in the following manner :

Sr. No.	Name	Ratio
1.	Pandurang Bhaskar Rangnekar & Smt. Ahilya Pandurang Rangnekar	2/3
2.	Smt. Krishnabai Shankar Rangnekar	1/9
3.	Gangadhar Bhaskar Rangnekar	1/9
4.	Pandurang Bhaskar Rangnekar	1/9

Gangadhar Bhaskar Rangnekar, a bachelor died intestate on 10 January 2000 leaving behind him his brother, Pandurang Bhaskar Rangnekar as his heir and as per the Hindu Succession Act, his share in the said Property came to be vested in Pandurang Bhaskar Rangnekar and his death is registered in the MCGM Estate Register under No. D-6437 on 15 February 2018;

- G. Smt. Krishnabai (Lilabai) Shankar Rangnekar died intestate on 04 June 2002 and her share in the said Property inherited from her husband came to be vested in her husband's brother, Pandurang Bhaskar Rangnekar as per the Hindu Succession Act and her death is registered in the MCGM Estate Register under No. D-6438 on 15 February 2018;
- H. Pandurang Bhaskar Rangnekar therefore had 2/3 share with his wife, Smt. Ahilya Pandurang Rangnekar as a joint tenant, 1/9 share of his brother Gangadhar Bhaskar Rangnekar, 1/9 share inherited from his brother's wife and 1/9 share of his own;
- I. Pandurang Bhaskar Rangnekar died intestate on 08 February 2008 (his death is registered in the MCGM Estate Register under No. D-6439 on 15 February 2018) and his 2/3 share devolved on his wife, Smt. Ahilya Pandurang Rangnekar according to Hindu Succession Act and his 1/3 share devolved equally on his legal heirs and representatives i.e. (1) Smt. Ahilya Pandurang Rangnekar, (2) Shri Ajit Pandurang Rangnekar and (3) Shri Abhay Pandurang Rangnekar (1/9 each);
- J. Smt. Ahilya Pandurang Rangnekar died intestate on 19 April 2009 (her death is registered in the MCGM Estate Register under No. D-6440 on 15 February 2018) and her share in the said Property came to be vested equally in her sons, (1) Shri Ajit Pandurang Rangnekar and (2) Shri Abhay Pandurang Rangnekar;

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- K. the MCGM published on 06 March 2014, a Public Notice inviting claims in respect of the said Property in Newspapers, Free Press Journal and Navshakti (registered in the MCGM Estate Register under Nos. D-6441 and D-6442 on 15 February 2018), no claims were received;
- L. the said (1) Shri Ajit Pandurang Rangnekar and (2) Shri Abhay Pandurang Rangnekar made an Indemnity Bond dated 26 June 2014 registered with the Sub-Registrar of Assurances at serial No. BBE-1/5601/2014 recording the aforesaid facts and submitted the same to the MCGM and pursuant to the sanction accorded under Nos. MDD/4649 dated 09 March 2016 and MDD/4920 dated 02 December 2017, the MCGM recorded the names of the said (1) Shri Ajit Pandurang Rangnekar and (2) Shri Abhay Pandurang Rangnekar as the Developers of the said Property holding 1/2 share each therein;
- M. in the aforesaid circumstances, the Lessees herein are seized and possessed of and /or otherwise well and sufficiently entitled to the said Property, more particularly described in the **FIRST SCHEDULE** hereunder written;
- N. Basis the property tax assessment bill the said Building, "VENKATESH NIWAS" standing on the said Plot was constructed prior to 1969;
- O. the Developers propose to redevelop the said Property by demolishing the said Building and constructing a new building (hereinafter referred to as the "**New Building**") on the said Plot in accordance with NOCs, permissions, sanctions, approvals obtained from the MHADA, MCGM and other concerned Authorities from time to time and as per plans, specifications that may be sanctioned by the MCGM or other concerned Authorities from time to time;
- P. the redevelopment of the said Property will inter alia involve the construction of the New Building after obtaining written consent of the tenants and vacant possession of their premises, various permissions from the MHADA, MCGM and other concerned authorities and the same requires financial and other resources as well as domain expertise, for construction management and supervision, provision of associated infrastructure, legal and administrative resources and expert knowledge which the Lessees do not possess and are therefore not in a position to provide;
- Q. The DEVELOPER hereby represent declare and confirm that its title to the Venkatesh Niwas Property is clear and marketable and free from all encumbrances and doubts, and a copy of the **Title Certificate dated** _____ issued by M/s. _____ is annexed hereto as **ANNEXURE –"1"**;

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- R. The said Venkatesh Niwas Property is eligible to be redeveloped in accordance with the provisions of Regulation No.33(7) / 33(12) and other applicable regulations of the Development Control Regulations for Greater Mumbai and the rules and regulations of the said Act and other concerned authorities;

2. RECITALS PERTAINING TO OLD VISHNU SADAN BUILDING PLOT NO. 459

- A. By an Indenture of Lease dated by the 2nd day of June 1925 made between the trustees for the Improvement of the City of Bombay as the Lessors of the One Part and One Siddheshwar Vishnu Pandit as the Lessee of the other part and registered with the Sub-Registrar of Assurances on the 20th day of August 1925 under Serial No.3786 of Book No. 1, the trustees for the Improvement of City of Bombay as Lessor for the consideration therein mentioned demise unto the said Siddheshwar Vishnu Pandit all that piece or parcel of land or ground hereditaments and premises situate lying and being at Plot No. 459 of the Dadar Matunga Estate in the Sub- Registration District of Bombay and admeasuring 750 sq. yards i.e. 627.09 sq. mtrs. or thereabouts forming part of land bearing New Survey No.90/925 and old Cadastral Survey No.10 [now bearing Cadastral Survey No.606] of Matunga Division, together with the building comprising of ground plus 3 upper floors and one closed garage/out house standing thereon (hereinafter referred to as "**the said property**") and more particularly described in the Schedule hereunder written, to hold the said piece of land unto the said Siddheshwar Vishnu Pandit for a period of 999 years commencing from the 16th day of December,1921 paying thereof during the continuance of the said term an yearly rent of Rs. 676/- therein mentioned and subject also to the covenants and conditions mentioned in the said Indenture of Lease on the part of the lessees to be observed and performed.
- B. The said Siddheshwar Vishnu Pandit died intestate on 14/12/1967 inter alia leaving behind him his wife Anandibai Siddheshwar Pandit and his sons Bhalchandra Siddheshwar Pandit and Sharadchandra Siddheshwar Pandit as his only legal heirs and representatives as per the law of succession by which he was governed at the time of his death.

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- C. Though the said property stands in the name of the deceased Siddheshwar Vishnu Pandit, the deceased was holding the said property for himself as the Karta and Manager of his HUF and for and on behalf, of his brothers Dwarkanath, Vishnu and Madhukar as recorded in the Deed of Assignment dated 05th June 1974.
- D. (1) Dwarkanath Vishnu Pandit, (2) Madhav Dwarkanath Pandit (3) Balkrishna Dwarkanath Pandit (4) Vijay Dwarkanath Pandit (5) Madhukar Vishnu Pandit (6) Anandibai Siddheshwar Pandit (7) Bhalchandra Siddheshwar Pandit (8) Sharadchandra Siddheshwar Pandit (9) Vishnu Bhalchandra Pandit (10) Arvind Vasant Pandit (11) Urmila Nitin Joshi (12) Veena Dinanath Gaitonde (13) Sunita sharadchandra Pandit (14) Utpala Sharadchandra Pandit (15) Kshama Madhav Pandit (16) Mangesh Madhav Pandit (17) Lalita Balkrishna Pandit (18) Mrs. Anandibai Dwarkanath Pandit (19) Mrs. Meena Madhav Pandit (20) Mrs. Radhika Balkrishna Pandit (21) Mrs. Daya Vijay Pandit (22) Mrs. Durga Bhalchandra Pandit (23) Mrs. Laxmi sharadchandra Pandit (24) Mr. Suhas Sharadchandra pandit (25) Pratibha S.Pandit and (26) Mr. Sureshchandra Vasant Pandit were the members of the said joint Hindu family of the said Siddeshwar Vishnu Pandit and his brothers comprising of four branches represented by Siddeshwar Vishnu Pandit and three brothers Dwarkanath, Vasant and Madhukar and their respective wives and children.
- E. The said joint Hindu family constructed building on the said piece of land.
- F. The members of the said joint Hindu Family at the request of Sureshchandra Vasant Pandit have applied for and obtained from the High Court of judicature at Bombay Miscellaneous Petition No. 125 of 1974 the sanction of the sale of the respective undivided shares right title and interest in the said land hereditaments and premises.
- G. Deed of Assignment dated 05th June 1974 made and executed by members of the said joint Hindu Family i.e (1) Dwarkanath Vishnu Pandit, (2) Madhav Dwarkanath Pandit (3) Balkrishna Dwarkanath Pandit (4) Vijay Dwarkanath Pandit (5) Madhukar Vishnu Pandit (6) Anandibai Siddheshwar Pandit (7) Bhalchandra Siddheshwar Pandit (8) Sharadchandra Siddheshwar Pandit (9) Vishnu Bhalchandra pandit (10) Arvind Vasant Pandit (11) Urmila Nitin Joshi (12) Veena Dinanath Gaitonde (13) Sunita sharadchandra Pandit (14) Utpala Sharadchandra Pandit (13 & 14 were minor at relevant time through their father Sharadchandra Pandit) (15) Kshama Madhav Pandit (16) Mangesh Madhav Pandit (14 & 15 were minor at relevant time through their father Madhav Dwarkanath Pandit)

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(17) Lalita Balkrishna Pandit (was minor at relevant time through her father Balkrishna Dwarkanath Pandit) therein referred to as "The Assignors" of the first part AND (1) Mrs. Anandibai Dwarkanath Pandit (2)Mrs. Meena Madhav Pandit (3) Mrs. Radhika Balkrishna Pandit (4) Mrs. Daya Vijay Pandit (5) Mrs. Durga Bhalchandra Pandit (6) Mrs. Laxmi sharadchandra Pandit (7) Mr. Suhas Sharadchandra Pandit and Pratibha S. Pandit therein referred to as "The Confirming Parties" of the Second Part AND Mr. Sureshchandra Vasant Pandit therein referred to as "The Assignor". By the said Deed of Assignment, Assignors and each of them doth thereby assigned and transferred and confirming parties do and each of them doth confirmed unto the assignee all their respective shares, rights title and interest assigned and transferred all that piece or parcel of land or ground hereditaments and premises situate lying and being at Plot No. 459 of the Dadar Matunga Estate in the Sub- Registration District of Bombay more particularly described in the schedule thereunder written together with the building or structure standing thereon together with estate rights, title, interest, and claim whatsoever of the Assignors and the confirming parties into the said piece or parcel of land with the building thereon assigned unto the Assignee for all unexpired term of 999 years subject to the covenants of the Indenture of Lease dated 2/6/1925.

- H. Bhalchandra Siddheshwar Pandit and Sharadchandra Siddheshwar Pandit have also executed an Affidavit cum Declaration dated 18/06/1996 and 25/06/1998 respectively inter alia stating that property namely Vishnu Sadan situated at plot No.459, Bhau Daji Road, Matunga Bombay -400019 belongs absolutely to Suresh Vasant Pandit and they don't have any right title and interest in the said property being the legal heirs of late Siddheshwar Vishnu Pandit who died on 14/12/1967. They have further stated that in the year 1975 their cousin brother Suresh Vasant Pandit has purchased the said property along with their right title and interest therein and they have voluntarily consented in the said transaction of transfer of the property. They have further stated that though the property card in respect of the said property stands in the name of their father Siddheshwar Vishnu Pandit they are aware and have knowledge that Suresh Vasant Pandit is the exclusive and absolute single owner of the said property and have declared that they do not have any right title and interest of whatsoever nature in the said property and the said declarations are binding on their heirs executors administrators and any person claiming through them or under them shall not claim any rights title or interest of whatsoever nature in the said property.
- I. In the circumstances aforesaid, Sureshchandra Vasant Pandit become well and sufficiently entitled to the said piece or parcel of land or ground hereditaments

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and premises situate lying and being at Plot No. 459 of the Dadar Matunga Estate together with the leasehold rights of said property more particularly described in the scheduled hereunder written.

- J. Suresh Chandra Vasant Pandit died intestate on 28/10/2005 leaving behind him his wife Smt. Manik Suresh Pandit and four daughters Priya Abhay Thorat, Durga Anand V. Desai, Shubhalaxmi Vinayak Chitnis and Anjali Ashish Nevrekar as his only legal heirs and representatives as per the law of succession by which he was governed at the time of his death.
- K. Upon demise of Sureshchandra Vasant Pandit, the said piece or parcel of land or ground hereditaments and premises situate lying and being at Plot No. 459 of the Dadar Matunga Estate together with the leasehold rights of said property absolutely vest with his wife Smt. Manik Suresh Pandit and four daughters Priya Abhay Thorat, Durga Anand V. Desai, Shubhlaxmi Vinayak Chitnis and Anjali Ashish Nevrekar being his only legal heirs and representatives.
- L. In the circumstances, Smt. Manik Suresh Pandit, Priya Abhay Thorat, Durga Anand V. Desai, Shubhlaxmi Vinayak Chitnis and Anjali Ashish Nevrekar absolutely seized and well and sufficiently possessed of the said property more particularly described in the **SECOND SCHEDULE** hereunder written.
- M. The title of the Lessee to the said Property is clear and marketable and free from all encumbrances and doubts and a copy of the **Title Certificate dated** _____ issued by M/s. _____ is annexed hereto as s **ANNEXURE – “2”**;
- N. The said Vishnu Sadan Property is eligible to be redeveloped in accordance with the provisions of DCPR, 2034 and the Maharashtra Housing and Area Development Act, 1976 (MHADA);

3. RECITALS FOR AMALGAMATION OF THE SAID VENKATESH NIWAS AND VISHNU SADAN PROPERTIES

- A. As the Developers of both Venkatesh Niwas and Vishnu Sadan properties is the same entity and the said Plot Nos. 460 and 459 are adjacent properties, the Lessees made necessary application for amalgamation of both plots to the MCGM which has been granted vide No. _____ dated _____ and the amalgamated properties are hereinafter together referred to as the “**said**

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Property", a copy whereof is hereto annexed and marked **Annexure- "3"** hereto;

- B. The Developers made necessary application to the Maharashtra Housing and Area Development Authority ("**MHADA**") for redevelopment of the said Property (amalgamated plot) and represented to the respective tenants/occupants of both the properties that the properties will be amalgamated and that one building will be constructed on the amalgamated plot and had requested the tenants/occupants of both old buildings to give their irrevocable consent for redevelopment to the MHADA which they gave and the MHADA vide its NOC bearing No. _____ dated _____ granted NOC for redevelopment of the amalgamated plot to the Developers, a copy whereof is hereto annexed and marked **Annexure- "4"** hereto;
- C. In the circumstances aforesaid, the Developers are carrying out redevelopment of both properties, viz. the said Venkatesh Niwas Property and the said Vishnu Sadan property as an amalgamated property in accordance with the provisions of the DCPR, 2034 and/or other applicable provisions;

4. OTHER RECITALS

1. The tenure of both properties (amalgamated) is leasehold and the MCGM is the Lessor and the said Property is neither affected with any reservation nor with any adverse D. P. Remarks and the said Property falls under R-Zone;
2. The Developers have submitted Building plans for construction of a new building on the said Property to the MCGM, which have been approved and the MCGM has issued an I.O.D. bearing No. _____ dated _____ and Commencement Certificate bearing No. _____ dated _____ annexed hereto as **Annexure - "5"** are copies thereof and

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the Developers also obtained other necessary sanctions, approvals and accordingly construction work at the site is in progress and the Developers are constructing a single residential building on the said Property to be known as known as **"VERVE MANSION"** which will consist of Basement, Ground and First Floor as Commercial, 5 Podiums for Parking, 1 Service Floor and 12 Residential Floors (including Rehab Flats) and this is the Real Estate Project contemplated by this Agreement;

3. The professionals who are engaged by the Developers in the construction of the said building and who will be functioning on behalf of the Developers during the construction and completion of the said building are listed in the Statement hereto annexed and marked **Annexure – "6"**; and no contractors have been appointed since the construction will be carried out by the Developers themselves departmentally;
4. The Lessees have registered the Project under the provisions of the Real Estate (Regulations & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai under **No. _____** dated _____, a copy whereof is hereto annexed and marked **Annexure – "7"**
5. The Developers have sole and exclusive right to sell various residential flats & shops in the said Building and to enter into Agreement/s with the purchasers thereof and to receive the sale consideration in respect thereof save and except the Rehab flats;
6. The Developers have given to the Shop Purchasers, inspection of all documents of title relating to the said Property, the plans, designs and specifications prepared by the Developer's Architects and of the various NOCs and approvals;

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7. Except for the Developers, tenants/occupants of both old buildings, no other person/s has any beneficial right, title or interest in or to the said Property described in the **FIRST AND SECOND SCHEDULES** hereunder written and the Developer declare that the said Property is free from encumbrances, charges and/or claims and free from any litigation and is in possession of the Developer;
8. The Flat Purchasers have applied to the Developers for purchase of a **"BARE-SHELL"** Flat admeasuring _____ **sq. ft. RERA Carpet Area** [with amenities as set out in **Annexure – "9"**] and bearing No. ____ on _____th **Floor** of the Building, **"VERVE MANSION"** being constructed on the said Property TOGETHER WITH and appurtenant thereto ____ (____) Car Parking Space/s (the Flat and the Car Parking Space/s are together collectively are hereinafter referred to as the **"said Flat"**) for a total sale consideration of **Rs. ____/- (Rupees _____ Only) excluding GST. GST, STAMP DUTY & REGISTRATION CHARGES to be paid by the Flat Purchasers;**
9. Before registration, the Flat Purchasers have paid **Rs. ____/- (Rupees _____ Only)** excluding GST; as an advance payment towards purchase of the said Flat.
10. Under Section 13 of the RERA Act, the Lessees are required to execute a written Agreement for Sale of said Flat with the Flat Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
11. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessees hereby agree to sell and the Flat Purchasers hereby agree to purchase the said Flat and the parking space/s

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

1. RECITALS

The Parties hereto agree that the Recitals contained herein shall form an integral and operative part of these presents as if the same were incorporated herein in verbatim.

2. CONSTRUCTION OF THE BUILDING "VERVE MANSION"

The Developers shall construct a building to be known as "VERVE MANSION" consisting of Basement, Ground and First Floors as Commercial, 5 Podiums for Parking, 1 Service Floor and 12 Residential Floors (including Rehab Shops) on the said Property in accordance with the plans, designs and specifications as approved by the MCGM from time to time. The Developers shall have to obtain prior consent in writing of the Shop Purchasers in respect of variations or modifications which may adversely affect the said Shop except any alteration or addition required by the MCGM or any Government authorities or due to change in law.

3. SALE / PURCHASE OF FLAT & CAR PARKING SPACE

- a. The Flat Purchasers hereby agree to purchase from the Developers and the Developers hereby agree to sell to the Flat Purchasers, a "**BARE-SHELL**" Flat admeasuring _____ **sq. ft. RERA Carpet Area** [with such Amenities as set out in **Annexure - "9"**] and bearing No. _____ on _____th **Floor** of the Building, "**VERVE MANSION**" being constructed TOGETHER WITH and appurtenant thereto _____ () Car Parking Space/s (the Shop and the Car Parking Space/s are together collectively referred to as the "**said Flat**"), more particularly described in the **THIRD SCHEDULE** hereunder written at or for a total consideration of **Rs. _____/- (Rupees _____ Only) excluding GST. GST, STAMP DUTY & REGISTRATION CHARGES to be paid by the Flat Purchasers.** A copy of proposed Flat Plan is annexed hereto **as Annexure - "8"**.

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The carpet area set out hereinabove will be subject to a variation cap of $\pm 5\%$.

- 1.2 Prior to the execution of these presents, the Flat Purchasers have paid to the Lessees, a sum of **Rs. _____/- (Rupees _____ Only) & Rs. _____/- (Rupees _____ Only) as payment towards GST.** The balance payment to be paid in the manner herein set out in the below payment schedule.

PARTICULARS	(%)	AMOUNT
On Booking	15.00%	
On Registration of Agreement	20.00%	
On Completion of Plinth	15.00%	
On Completion of 1st level Podium Parking Floor slab	3.00%	
On Completion of 3rd level of Podium Parking Floor slab	3.00%	
On Completion of 5th level of Podium Parking Floor slab	3.00%	
On Completion of 1st residential floor slab	3.00%	
On Completion of 3rd residential floor slab	3.00%	
On Completion of 5th residential floor slab	3.00%	
On Completion of 7th residential floor slab	3.00%	
On Completion of 9th residential floor slab	3.00%	
On Completion of 11th residential floor slab	3.00%	
On Completion of Terrace floor slab	3.00%	
On Completion of Staircase Construction of your Apartment floor	3.00%	
On Completion of Lift walls of your Apartment floor	2.00%	
On Completion of Terrace Water Proofing	2.00%	
On Completion of Building Elevation	2.00%	
On Completion of Installation of Lifts	2.00%	
On Completion of Installation of Water pumps	2.00%	
On Completion of Electro, Mechanical & Environment Requirements, Entrance Lobby, Plinth Protection, etc.	2.00%	

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On Possession	5.00%	
TOTAL	100.00%	

- b. The Flat Purchasers shall also pay the GST and all other applicable taxes, if any in addition to the above consideration in respect of purchase of the said Flat under this Agreement.
- c. The total consideration/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 Developers undertake and agree that while raising a demand on the Flat Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers 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 Flat Purchasers, which shall only be applicable on subsequent payments.
- d. The Developers shall confirm the final carpet area of the said Flat that has been allotted to the Flat Purchasers after the construction of the Building is complete and the Occupancy Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of $\pm 5\%$ (three per cent). The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit, then the Developers shall refund the excess money paid by Flat Purchasers within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Flat Purchasers. If there is any increase in the carpet area allotted to Flat Purchasers, the Developers shall demand additional amount from the Flat Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be

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made at the same rate per square meter as per the total sale consideration set out in this Agreement.

- e. The Flat Purchasers hereby authorize the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Flat Purchasers undertake not to object/demand/direct the Developers to adjust his payments in any manner.
- f. **TDS:** the Purchaser shall deduct an amount of 1% of the total consideration towards Income Tax under the provisions of Section 194IA of the Income Tax Act, 1961 and shall deposit the same amount to the credit of the Revenue and issue a TDS Certificate in favour of the Promoters in the prescribed form no. 16B for the same, within 10 working days from the execution of this agreement.

4. **DEVELOPERS TO COMPLY WITH ALL REGULATIONS**

The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Flat Purchasers, obtain the Occupancy and/or Completion Certificates in respect of the said Flat.

5. **TIME OF ESSENCE**

Time is essence for the Developers as well as the Flat Purchasers. The Developers shall abide by the time schedule for completing the Project and handing over the Flat to the Flat Purchasers and the common areas to the association of the Flat Purchasers after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Flat Purchasers shall make timely payment of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

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completion of construction by the Developers as provided herein above ("Payment Plan").

6. FLOOR SPACE INDEX

The Developers hereby declare that under DCPR, 2034 the Floor Space Index available is FSI 3 + 35% Fungible FSI thereon in respect of the said Property and the Flat Purchasers have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

7. DEVELOPERS' NON ADHERANCE TO TIME SCHEDULE

7.1 If the Developers fail to abide by the time schedule for completing the project and handing over the said Flat to the Flat Purchasers, the Developers agree to pay to the Flat Purchasers, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Flat Purchasers, for every month of delay, till the handing over of the possession. The Flat Purchasers agree to pay to the Developers, interest as specified in the Rules on all the delayed payments which become due and payable by the Flat Purchasers to the Developers under the terms of this Agreement from the date the said amount is payable by the Flat Purchasers to the Developers.

7.2 Without Prejudice to the right of the Developers to charge interest in terms of sub clause 7.1 above on the Flat Purchasers committing default in payment on due date of any amount due and payable by the Flat Purchasers to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchasers committing 3 (three) defaults of payment of instalments, the Developers shall at their own option, may terminate this Agreement:

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Provided that the Developers shall give a prior notice of 15 (fifteen) days in writing to the Flat Purchasers by Registered Post AD at the address provided by the Flat Purchasers and email at the e-mail id provided by the Flat Purchasers of their 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 Flat Purchasers fail to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Flat Purchasers (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developers) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the said Flat which may till then have been paid by the Flat Purchasers to the Developers.

8. **AMENITIES**

The List of Amenities in the said Flat and the said Building to be provided by the Developers are set out in **Annexure "8"**, annexed hereto.

9. **POSSESSION**

The Promoter shall give possession of the said Flat to the Flat Purchasers on or before _____. If the Developers fail or neglect to give possession of the said Flat to the Flat Purchasers on account of reasons beyond their control and of their agents by the aforesaid date, then the Developers shall be liable on demand to refund to the Flat Purchasers the amounts already received by them in respect of the said Flat with interest at the same rate as may mentioned in the clause 7.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid.

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Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of –

- (i) war, civil commotion or acts of God or any other condition amounting at law to "force majeure" including but not limited to strikes, lock-outs, epidemics, pandemics, acts of terrorism etc.; or
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10. **HANDING OVER THE SAID FLAT FOR FIT-OUT**

On the said Flat being ready for fit out, the Developers will give a prior 15 (Fifteen) days written intimation to the Flat Purchasers for handing over the said Flat for carrying out fit-out and the Flat Purchasers shall carry out the necessary fit-outs.

It shall be the sole responsibility of the Flat Purchasers to complete the remaining work in the said Flat as per the requirements of the Flat Purchasers but in a proper and workmanlike manner and condition in strict accordance with the approved plans or any amendments thereto and the Rules and Regulations in force of the MCGM and of all other public bodies and authorities. The Flat Purchasers will be solely liable for all consequences whatsoever for any violations or contraventions in respect of anything done in the said Flat beyond the approved plans and indemnify the Developers.

If any damage is caused to the said Flat or to any other part of the said Building (in particular in the Flat above or below the said Flat), it shall be responsibility of the Flat Purchasers to make good at their own costs, all damage that may have been caused as a result or consequence of the Flat Purchasers doing fit-out and finishing work in the said Premises and to keep the Developers fully and effectively indemnified against all claims that may be made by anyone as a result or consequence of the work that may be so carried out by the Flat Purchasers.

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11. PROCEDURE FOR TAKING POSSESSION

- 11.1 The Developers upon obtaining the Occupancy Certificate from the MCGM and the payments made by the Flat Purchasers as per this Agreement shall offer in writing, the possession of the said Flat to the Flat Purchasers to be taken within 15 (fifteen) days from the date of issue of such notice and shall give possession of the said Flat to the Flat Purchasers. The Developers agree and undertake to indemnify the Flat Purchasers in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Flat Purchasers agree(s) to pay the maintenance charges and outgoings as determined by the Developers or common organization of Flat purchasers and tenants/occupants of the old buildings, as the case may be. The Developers shall offer possession to the Flat Purchasers in writing within 7 (seven) days of receiving the Occupancy Certificate.
- 11.2 Upon receiving a written intimation from the Developers as per the above clause, the Flat Purchasers shall take possession of the Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or otherwise and the Developers shall give possession of the said Flat to the Flat Purchasers. In case the Flat Purchasers fail to take possession of the said Flat within the stipulated time, the Flat Purchasers shall nevertheless continue to be liable to pay maintenance charges and outgoings as applicable.
- 11.3 If within a period of 5 (five) years from the date of handing over the said Flat to the Flat Purchasers, the Flat Purchasers bring to the notice of the Developers any structural defect/s in the said Flat or the building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Flat Purchasers

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shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the RERA Act.

12. USER BY THE FLAT PURCHASERS

The Flat Purchasers shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence. They shall use the parking space/s only for purpose of keeping or parking vehicle/s.

13. COMMON AREAS AND FACILITIES

The Common Areas and Facilities to be provided by the Developers in the said Project are listed herein below

(a) Society Office

(b) Gymnasium

(c) those covered by Section 2 (n) of RERA, as applicable.

Note 1:

There is Refuge Area to be provided by the Developers on the 7th and 14th Residential Floors the said Building. Such Refuge Area will also be considered to be Common Area and Facility and shall be available, in case of fire or any other emergencies to all persons in the said Building at the relevant times. The Refuge Areas are to be kept accessible at all times. None of the Flat Purchasers of 7th and 14th floors shall be allowed to put any fixed / loose furniture in that area or shall be allowed to build / modify those areas whatsoever.

Note 2

The Flat Purchasers shall have a proportionate share and interest in such Common Areas and Facilities.

LIMITED COMMON AREAS AND FACILITIES

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The Limited Common Areas and Facilities available to the Flat Purchasers, as appurtenant to the said Flat being purchased by the Flat Purchasers on ownership basis under this Agreement for Sale are the following: -

- a) The appurtenant ____ (____) Car Parking Space/s; and
- b) The landing (in front of the lifts (elevators)) on the habitable floor on which the said Premises are located. The landing is for the purpose of ingress and egress to the said Flat and is **NOT** for the purpose of storage or allowing any servants to sleep on any part of such landing or for any other purposes. The Flat Purchasers shall have exclusive rights to use such Limited Common Areas and Facilities, but subject to the **right of passage**, along such landing, to the owners/ occupants/visitors to the other floors of the Building.

Note:

The Flat Purchasers shall have exclusive interest in such Limited Common Areas and Facilities.

14. COMMON ORGANIZATION OF FLAT PURCHASERS & REHAB TENANTS/OCCUPANTS

- 14.1 The Flat Purchasers along with other Flat Purchasers of Flats in the building and the Rehab Tenants/Occupants shall join in forming and registering a Co-operative Housing Society or an Association or a Limited Company to be known by such name as the Developers may decide (hereinafter called the "**common organization**") and for this purpose also from time to time sign and execute the application for registration and/or membership and all the other papers and documents necessary for the formation and registration of the common organization including the byelaws etc. and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Developers to the Flat Purchasers so as to enable the Developers to register the common organization of Flat Purchasers. No objection shall be taken by the Flat Purchasers if any, changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar

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of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

- 14.2 The Developers shall within 3 (three) months of registration of the common organization, as aforesaid, cause to be assigned and/or transferred to the common organization all the right, title and the interest of the Developers/Developers in the said Property and the new Building in which the said Flat is situated.

15. MAINTENANCE & OUTGOINGS FOR THE SAID FLAT

Within 15 days after notice in writing is given by the Developers to the Flat Purchasers that the said Flat is ready for use and occupancy, the Flat Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the MCGM 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/s. Until the common organization is formed and the said Property and the new building is transferred to it, the Flat Purchasers shall pay to the Developers such proportionate share of outgoings as may be determined by them.

The Flat Purchasers further agree that till the Flat Purchasers' share is so determined, they shall pay to the Developers, provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings.

The amounts so paid by the Flat Purchasers to the Developers shall not carry any interest and remain with the Developers until a conveyance/assignment of lease of the land and the new building is executed in favour of the common organization as aforesaid. On such conveyance/assignment being executed, the

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aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the common organization.

16. **DEPOSITS / PAYMENTS BY THE FLAT PURCHASERS**

The Flat Purchasers shall on or before delivery of possession of the said Flat keep deposited with the Developers, the following amounts:

SR. NO.	TOWARDS	AMOUNT (IN RS.)
1	Share money, application, entrance fee of the proposed Society	Rs. 15,600/-
2	Proportionate share of costs, charges and expenses for & incidental to formation & registration of the society	Rs. 36,113/-
3	(as and when determined) proportionate share (on pro-rata basis of Rs.2401/- per sq.mtr. on carpet area) of costs, charges and expenses for & incidental to transfer of lease of the said Plot in favor of Co-operative Housing Society to be formed of the erstwhile tenants/ occupants and the purchasers of other tenements	Rs. _____/-
4	Proportionate share of charges and expenses for securing permanent water, electric supply and piped gas connections to the new building on the said plot and the said Premises	Rs. 72,226/-
5	(as and when determined) on pro-rata basis towards 2% annual lease rent to MCGM	NIL
6	Proportionate share of costs, charges and expenses for installation of D.G Set/Inverter or alternate electric supply for emergency power back up for common lighting & one life to the new building.	Rs. 72,226/-
7	As and when determined) for statutory and other charges/deposits including for municipal taxes, and other taxes, duties, levies, cess or fees in future.	NIL
	(Rupees _____ Only) [(excluding item (5) & (7)]	Rs. _____/-

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17. **FLAT PURCHASERS' SHARE OF STAMP DUTY & REGISTRATION CHARGES FOR DEED OF LEASE/ASSIGNMENT/CONVEYANCE**

At the time of registration of the assignment of lease/conveyance of the new building, the Flat Purchasers shall pay to the Developers, the Flat Purchasers' share of stamp duty and registration charges payable, by the common organization on such assignment, conveyance or lease or any document or instrument of transfer/assignment in respect of the land and the said new Building.

18. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS**

The Developers hereby represent and warrant to the Flat Purchasers as follows:

18.1 The Developers have clear and marketable title to their respective properties as declared in the title reports annexed to this Agreement and the Developers have the requisite rights to carry out redevelopment upon the project land and also have actual and physical possession of the project land for the implementation of the redevelopment project.

18.2 The Developers have lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Project.

18.3 There are no encumbrances upon the project land or the Project.

18.4 There are no litigations pending before any Court of law with respect to the project land or Project.

18.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by following due process

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of law and the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.

- 18.6 The Developers have the right to enter into this Agreement and have not committed or omitted to performed any act or thing, whereby the right, title and interest of the Flat Purchasers created herein, may prejudicially be affected.
- 18.7 The Developers have 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 Flat which will, in any manner, affect the rights of Flat Purchasers under this Agreement.
- 18.8 The Developers confirm that they are not restricted in any manner whatsoever from selling the said Flat to the Flat Purchasers in the manner contemplated in this Agreement.
- 18.9 At the time of execution of the assignment, conveyance or lease deed of the land, structure to the common organization, the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building to the common organization of the Flat Purchasers.
- 18.10 The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- 18.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any

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notice for acquisition or requisition of the said Property) has been received or served upon the Developers in respect of the project land and/or the Project except those disclosed in the title report.

19. FLAT PURCHASERS' COVENANTS

The Flat Purchasers for themselves and with intention to bring all persons into whose hands the said Flat may come hereby covenant with the Developers as follows:

- 19.1 To maintain the said Flat at the Flat Purchasers' own cost in good and tenable repair and condition from the date possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Flat or the building in which the said Flat is situated which may be against the rules, regulations or bye-laws of the MCGM or other authorities or change/alter or make additions in or to the building in which the said Flat is situated and in the said Flat itself or any part thereof without the consent of the local authorities, if required.
- 19.2 At the time of handing over possession of the said Flat, the Developers will provide to the Flat Purchasers, MEP (Mechanical, Electrical and Plumbing) Plans and the Flat Purchasers will carry out the interior work and laying of wires, cables, pipes etc. strictly in accordance with the said MEP plans and will not break, puncture or chisel any walls or portions or drill holes in walls except in accordance with the said MEP plans.
- 19.3 The Flat Purchasers under no circumstances will break, puncture, chisel walls, drill holes etc. in any portions of the said Flat without the written permission of the Developers.
- 19.4 The Flat Purchasers under no circumstances will shift the positions of the kitchen or bathrooms in contravention of the MCGM approved plans and the Flat

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Purchasers will be liable and responsible for all consequences under law in that regard.

- 19.5 The Flat Purchasers will not affix grills on any of the windows in the said Flat.
- 19.6 The Developers will be affixing a common Dish Antenna on the Terrace of the Buildings with necessary cable point within the said Flat and the Flat Purchasers are not permitted to affix their personal antenna anywhere with the building.
- 19.7 The Developers will NOT affix any Mobile tower/equipment etc. on the common terrace of the building and neither the Flat Purchasers or any tenant/occupant or any purchaser/s of Flats or the common organization will be entitled to affix any Mobile tower/equipment on the common terrace of the building as the same may affect the structural stability of the building and is also a health hazard. This condition will be permanently binding on all persons occupying the said building and the common organization post handing over the completed building.
- 19.8 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the MCGM or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Flat Purchasers in this behalf, the Flat Purchasers shall be liable for the consequences of the breach.
- 19.9 To carry out at his own cost all internal repairs to the said Flat and maintain it in the same condition, state and order in which it was delivered by the Developers to the Flat Purchasers and shall not do or suffer to be done anything in or to the building or the said Flat which may be contrary to the rules and regulations and

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bye-laws of the MCGM or other public authority. In the event of the Flat Purchasers committing any act in contravention of the above provision, the Flat Purchasers shall be responsible and liable for the consequences thereof to the MCGM and/or other public authority.

- 19.10 Not to demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the 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 said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Flat without the prior written permission of the Developers and/or the common organization.
- 19.11 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 19.12 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the said Flat is situated.
- 19.13 Pay to the Developers within 15 (fifteen) days of demand by the Developers, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat is situated.

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- 19.14 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the MCGM and/or Government and/or other public authority, on account of change of user of the said Flat by the Flat Purchasers for any purposes other than for purpose for which it is sold.
- 19.15 The Flat Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Flat Purchasers to the Developers under this Agreement are fully paid up.
- 19.16 The Flat Purchasers shall observe and perform all the rules and regulations which the common organization 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the MCGM and of Government and other public bodies. The Flat Purchasers shall also observe and perform all the stipulations and conditions laid down by the common organization regarding the occupancy and use of the said Flat 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.
- 19.17 Till a conveyance or lease or assignment of the land and structure of the building in which said Flat is situated is executed in favour of Society/Association/Limited Society, the Flat 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 building or any part thereof to view and examine the state and condition thereof.

20. **DEVELOPERS TO MAINTAIN SEPARATE ACCOUNTS**

The Developers shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchasers as advance or deposit, sums received on

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account of the share capital for the promotion of the common organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. **NO GRANT, DEMISE OR ASSIGNMENT OF SAID FLAT**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building or any part thereof. The Flat Purchasers shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developers until the said structure of the Building is transferred to the common organization as hereinbefore mentioned.

22. **DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Developers execute this Agreement they shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Purchasers who have taken or agreed to take such Flat.

23. **BINDING EFFECT**

Forwarding this Agreement to the Flat Purchasers by the Developers does not create a binding obligation on the part of the Developers or the Flat Purchasers until, firstly, the Flat Purchasers signs and delivers this Agreement with all the Annexures, Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Flat Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers. If the Flat Purchasers fail to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Flat Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the

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Developers shall serve a notice to the Flat Purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Flat Purchasers, application of the Flat Purchasers shall be treated as cancelled and all sums deposited by the Flat Purchasers in connection therewith including the booking amount shall be returned to the Flat Purchasers without any interest or compensation whatsoever.

24. **ENTIRE AGREEMENT**

This Agreement, along with its Schedules and Annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof shall supersede any and all prior understandings, any other agreements, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

25. **AMENDMENT TO AGREEMENT**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO FLAT PURCHASERS & SUBSEQUENT FLAT PURCHASERS**

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 all subsequent Flat buyers/purchasers of the said Flat, in case of a transfer as the said obligations go along with the said Flat for all intents and purposes.

27. **SEVERABILITY**

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

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Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Flat Purchasers have to make any payment, in common with other Flat Purchasers(s) in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Project.

29. **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.

30. **PLACE OF EXECUTION**

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

31. **REGISTRATION**

The Flat Purchasers and/or Developers shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration

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within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.

32. **NOTICES**

That all notices to be served on the Flat Purchasers and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchasers or the Developers by Registered Post A.D and notified Email ID at their respective addresses specified below:

DEVELOPERS:

SHANTI SIDDHI INFRA LLP

A-61, Rajkamal Apt
Rajkamal Lane, Parel
Mumbai 400012

Notified Email id: skninfra16@gmail.com

FLAT PURCHASERS:

1) Mrs. _____

2) Mr. _____

It shall be the duty of the Flat Purchasers and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above addresses by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Flat Purchasers, as the case may be.

33. **JOINT FLAT PURCHASERS**

SHANTI SIDDHI INFRA LLP By and through its partner VIPUL SHANTILAL NAGDA	Mrs. _____	Mr. _____

In case there are joint Flat Purchasers, all communications shall be sent by the Developers to the Flat Purchasers whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Flat Purchasers.

34. NOMINATION

In the unfortunate event of the death of any of the "PURCHASERS" or any of the "PURCHASERS" being incapacitate to perform their obligation prior to the handing over of the possession of the said Flat, the "PURCHASERS" hereby nominates _____ as their Nominee who shall be entitled to the rights of the deceased "FLAT PURCHASERS" under this Agreement in respect of the Sale Agreement and to receive possession of the said Flat and all compensation of any nature whatsoever as agreed to be provided to "FLAT PURCHASERS" under this Sale Agreement.

35. STAMP DUTY AND REGISTRATION

The charges towards Stamp Duty, Registration charges and out of pocket expenses for this Agreement shall be fully borne and paid by the Flat Purchasers.

36. DISPUTE RESOLUTION

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the MAHARERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder.

37. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and Courts in Mumbai will have the exclusive jurisdiction for disputes under this Agreement.

SHANTI SIDDHI INFRA LLP By and through its partner VIPUL SHANTILAL NAGDA	Mrs. _____	Mr. _____

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hand the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Venkatesh Niwas Property)

All that piece and parcel of land bearing Plot No. 460 (South) of the Dadar Matunga Estate admeasuring about 686.46 square meters or thereabouts and registered in the books of the Collector of Land Revenue under Cadastral Survey No. 373/10 (Laughton Survey No. 93/925) of Matunga Division, and in the Books of the Collector of Municipal Rates & Taxes under 'F' Ward Nos. 7651(1)(2), and Street Nos. 37 & 37A, 1218, lying being and situated at Bhau Daji Road, Matunga, within the limits of the Municipal Corporation of Greater Mumbai, Mumbai 400019 ('Land') together with a Building standing thereon known as "VENKATESH NIWAS" comprising of Ground and 3 (three) upper floors and 2 (two) Motor Garages (hereinafter referred to as the "said Building") occupied by several tenants/occupants, which is delineated in red color boundary line on the plan hereto annexed and bounded as follows:

On or towards the North by: Plot No. 459
 On towards the South by: 15 feet wide passage
 On or towards the East by: Plot No. 253
 On or towards the West by: 60 feet wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the VISHNU SADAN Property)

All that piece or parcel of land bearing Plot No. 459 of the Dadar Matunga Estate, C.S. No. 374/10, 'F' Ward No. 7639 and Street No. 1206 together with a building standing thereon and known as "VISHNU SADAN" occupied by the Lessees and other tenants/occupants and situated at Bahudaji Road, Matunga Mumbai and bounded as follows:

SHANTI SIDDHI INFRA LLP By and through its partner VIPUL SHANTILAL NAGDA	Mrs. _____	Mr. _____

On or towards the North by: Plot No. 458
 On towards the South by: Plot no. 460
 On or towards the East by: Plot No. 453
 On or towards the West by: 60 feet wide Road

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

FLAT admeasuring _____ **sq. ft. RERA Carpet Area** and bearing No. _____ on the _____th
Floor of the Building "**VERVE MANSION**" being constructed TOGETHER WITH and
 appurtenant thereto ___ (____) Car Parking Space/s

SIGNED AND DELIVERED BY WITHIN NAMED DEVELOPERS

Name and Signature	Photograph	L.H.T.I.
<p align="center">_____ M/s. SHANTI SIDDHI INFRA LLP By and through its Partner Mr. VIPUL S NAGDA</p>		

SHANTI SIDDHI INFRA LLP By and through its partner VIPUL SHANTILAL NAGDA	Mrs. _____	Mr. _____

SIGNED AND DELIVERED BY WITHIN NAMED FLAT PURCHASERS

Name and Signature	Photograph	L.H.T.I.
<p>_____</p> <p>Mrs. _____</p>		
<p>_____</p> <p>Mr. _____</p>		

In the presence of:

1. _____

2. _____

<p>SHANTI SIDDHI INFRA LLP By and through its partner VIPUL SHANTILAL NAGDA</p>	<p>Mrs. _____</p>	<p>Mr. _____</p>

RECEIPT

RECEIVED OF AND FROM the Flat Purchasers a sum of **Rs. _____/- (Rupees _____ Only) & Rs. _____/- (Rupees _____ Only) as payment towards GST.**

Sr. No.	Amount	Cheque No	Date	Bank Name	From	Favouring
1.						SHANTI SIDDHI INFRA LLP
2.						SHANTI SIDDHI INFRA LLP

I Say Received

Mr. VIPUL S. NAGDA

In the presence of:

Housiey.com

SHANTI SIDDHI INFRA LLP By and through its partner VIPUL SHANTILAL NAGDA	Mrs. _____	Mr. _____