

AGREEMENT

This Agreement made at THANE, on thisday of in the year Two Thousand and Twenty Four (2024)

BETWEEN

M/S. VEER LIFESPACES LLP, a Limited Liability Partnership Firm registered under the provisions of the Limited Liability Partnership Act, 2008 under CIN/LLP IN AAU-6179, (PAN: AATFV6509N), Having registered address at– Unit Number 305, 3rd Floor, Centrum Park, Near Mulund Check Naka, Opp. Rayladevi Talao, Wagle Estate, Thane (West) - 400604, Represented Through its Designated Partners **(1) MR. BHUSHAN CHANDRAKANT BHANUSHALI**, Age 41 years, **(2) MRS. TINA BHUSHAN BHANUSHALI**, Age 42 years,, hereinafter referred to as the **“PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include Partners or Partner for the time being constituting the said Firm their survivors or survivor and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART

AND

_____, Age: _____ years, PAN: _____, Indian Inhabitant having address at _____, hereinafter referred to as **“THE Allottee /Purchaser/s”** (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, nominees and/or assigns) of the OTHER PART.

WHEREAS Garodia Co-operative Housing Society Ltd (**hereinafter referred to as the “Said Society”**) registered under the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. TNA/ (TNA) /HSG/(TC)/12019/2000 dated 23.10.2000, having its registered office at Garodia Co-op. Hsg. Soc. Ltd., Umed Nagar, Louiswadi, Thane West - 400604, is the absolute owner and / or otherwise well and sufficiently entitled to all that piece and parcel of Land bearing Survey No/251 (part-B) Sub-divided Plot No.1 Final Plot No. 89B, and New Final Plot No. 101, T.P.S. No.1, admeasuring 2760.22, lying, being and situated at Louiswadi, Village Panchpakhadi, Thane (hereinafter referred to as **'the said Land'**), together with the buildings standing thereon known as **Garodia Co-operative Housing Society Ltd.** along with 3 (Three) buildings bearing Building No. 7, 8 and 10 (hereinafter referred to as **'the said Buildings'**), situate lying and being at Louis wadi, Village Panchpakhadi, Thane West, Taluka & District Thane, Registration and Sub- Registration District of Thane and within the limits of the Thane Municipal Corporation. For the sake of brevity hereinafter the said Land and Buildings are

jointly referred to as “**the said Property**” and more particularly described in the **First Schedule** hereunder written. The City Survey Officer, Thane have mutated the name of the aforesaid Society as the holder in the extract of Property Register Card. A copy of **Property Card** is annexed hereto and marked as **Annexure “A”**.

AND WHEREAS the said building comprising of two buildings of three wings having total 46 **residential Flats & 6 Shops** (52 members). The Thane Municipal Corporation had issued Occupation Certificate bearing No. VP 470 dated. 07.07.1988 with respect to Building No. 7 and 8 and Occupation Certificate bearing No. VP 470 dated 20.07.1989 with respect to Building No. 10.

AND WHEREAS the said land was of the ownership of M/s Jawahar Jyoti Co-operative Housing Society Ltd. who had agreed to sell, assign and convey the said land to Shri G.S. Garodia, Smt. Parmeshwaridevi G. Garodia and Mr. Maheshkumar G. Garodia, Trustees of Parmeshwaridevi Garodia Trust, a Private Trust on the terms and conditions set out under the Agreement for Sale dated 20.09.1978.

AND WHEREAS the Society by its application dated 20.12.2007 applied to the District Dy. Registrar, Co-operative Societies, Thane District for deemed conveyance of the said Property. And the competent authority after hearing and being satisfied with the merits of submissions of the Society, issued an Order cum Certificate bearing D.C. No. 1004110/2017 certifying that the Society is entitled to unilateral conveyance of the said land and the said building and execute deed of unilateral conveyance and have it registered as provided under Registration Act 1908. Pursuant to the said order for unilateral conveyance, a Conveyance Deed (Deemed/Unilateral) was executed and registered on 14.12.2018 at the office of Sub-Registrar of Assurances, Thane, as Document No. TNN1-18149 - 2018 dated 14.12.2018 in respect to the said property”.

AND WHEREAS the Society is thus the absolute Owner of the aforesaid property and is in actual, physical, legal and peaceful possession of the said plot of land together with buildings standing thereon;

AND WHEREAS the said building/s of the Society had become old and therefore the members of the Society decided to redevelop the said Land by demolishing the said building/s standing thereon and by constructing in its place a new building with self-contained flats, etc. through a competent builder/ developer;

AND WHEREAS the Society, being desirous of redeveloping the said Property by as per the rules of the Competent Authority, appointed / consulted Mr. Ulhas Pradhan & Associates to prepare the feasibility report, guide and advice the

Society by following the tendering process, in selecting the best offers made by the prospective Developers in relation to the redevelopment of the said Property.

AND WHEREAS the Society, invited offers /tenders in respect thereof from the interested developers/builders and the Promoters herein as well as the other interested developers submitted their respective offers to the Society for the redevelopment of the said Property by demolishing the said old Building/s and constructing new building (hereinafter referred to as the said "New Building") in lieu thereof.

AND WHEREAS a Special General Body Meeting of the Society was held on 01.05.2022 in the presence of the representative/ Authorized Officer Mr. Sanjay Shinde from the office of the Hon'ble Dy. Registrar of Co-operative Societies, Thane, in which all the tenders/offers received from the builders / Developer were placed before the Special General Body Meeting. 47 members out of total 52 members of the Society attended the said Special General Body Meeting and all present 47 members elected M/s. Veer Lifespaces LLP i.e. the Promoter herein, as the Developer for the Redevelopment of the Society. The Dy. Registrar of Co-op. Society, Thane City has issued No Objection Certificate bearing No. 0000/0000 000/00-3/ 0000000 00/0000000000 /0000000 0000 /482-00 -22 dated 02.05.2022 for the appointment of M/s. Veer Lifespaces LLP, as the Developer for the development of Garodia Co-operative Housing Society Ltd. A copy of DDR NOC is hereto annexed and marked as **Annexure -"B"**.

AND WHEREAS the Society and all its members have vide their Resolution passed in Special General Body Meeting dated 30.01.2020 authorized (1) Mr. Madan Athawale (Chairman), (2) Mrs. Savita Dudhe (Secretary) and (3) Mr. D. S. Rane (Treasurer), to sign, register and execute the various documents, as may be required during the process of redevelopment including execution and registration of Development Agreement and Power of Attorney and/ or other incidental documents. A copy of the said **Resolution** is annexed and marked as **Annexure-"C"**.

AND WHEREAS as per the resolutions passed in the Special General Meeting dated 30.01.2020, by and under Development Agreement dated 31.08.2023 (hereinafter referred to as 'the **said Development Agreement**') made and executed by and between the Garodia Co-operative Housing Society Ltd therein also referred to as the Society of the First Part, the Promoters herein, therein referred to as the Developer of the Second Part and the Existing Members of the Society, therein referred to as the Members/Confirming Party of the Third Part, the Society, with the consent and knowledge of its Members granted in favour of the Promoters herein, the re-development rights in respect of the said Property at or for the consideration and upon the terms and conditions contained therein. The said Development

Agreement is registered with the office of the Sub Registrar of Assurances at Thane as Document No. TNN1 - 6514 - 2023 dated 31.08.2023. A Copy of Index II of the same is annexed hereto as **Annexure “D”**

AND WHEREAS in pursuance of the said Development Agreement, the Society also executed Power of Attorney of even date (hereinafter referred to as ‘**the said POA**’), in favour of the Promoters herein to enable them to do all the acts, deeds, matters and things in respect of the redevelopment of the said Property as contained therein. The said POA is registered with the office of the Sub Registrar of Assurances at Thane as Document No. TNN1 - 6515 2023 dated 31.08.2023.

AND WHEREAS by virtue of the said Development Agreement and the said POA, the Promoters are entitled to re-develop the said Property by demolishing the old buildings and instead construct a new building in place thereof as per the plans sanctioned by Thane Municipal Corporation (hereinafter referred to as ‘the Corporation’) from time to time.

AND WHEREAS as per the terms and conditions stipulated in the said Development Agreement and the Power of Attorney, the Promoters shall re-develop the said property by demolishing the existing structure standing on the said plot of land as per the plan/s that may be sanctioned and permission/s granted by the Thane Municipal Corporation. In view of the aforesaid position, the Promoters are entitled to enter into an agreement for sale of flats, units, premises, etc. in the building to be constructed on the said plot of land.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS under the circumstances, the Promoters alone have the sole and exclusive rights to sell the Apartments and premises in the building to be constructed by the Promoters on the said property and to enter into Agreements with the Allottee/Purchaser/s of the flats and premises and to receive the sale price or consideration in respect thereof.

AND WHEREAS the Promoters are in possession of the said project land AND WHEREAS the Promoters have proposed to construct on the said project land having Sanction of Building Permission and Commencement Certificate bearing Building Permit No. 256301 Permit No. TMCB/B/2024/APL/01019 dated 08.04.2024 and approved the Plan for construction of a building having Ground Part, Stilt Part Floor, 1 to 3 Floor Podium, 4th Floor Podium, 5th to 18 upper floors.

AND WHEREAS the Allottee is offered a residential premises being Flat No. _____ on the _____ floor, (herein after referred to as the said "Flat/Apartment") in the building called Garodia Co-operative Housing Society Ltd (herein after referred to as the "said Building") being constructed in the said project, by the Promoters.

AND WHEREAS the Promoters have entered into a standard Agreement with M/s. Innovative Design Consultants Pvt. Ltd as an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority No. _____; A copy is attached as **Annexure "E"**;

AND WHEREAS the Promoters have appointed M/s. Pentacon structural Consultants Pvt. Ltd, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoters have sole and exclusive right to sell the Flats/Apartments in the said building to be constructed by the Promoters on the project land and to enter into Agreement/s with the Purchaser/allottee/s of the premises, to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. M. A. Ansari, a Copy of Property card showing the nature of the title of the Society to the project land on which the building constructed or is to be constructed have been annexed hereto and marked as **Annexure "F" and "A"**, respectively.

AND WHEREAS the Promoters through their Architect, prepared the plans in respect of the said property and submitted the same to the Thane Municipal Corporation (TMC) for its approval. TMC has sanctioned the plans and also issued Building Permission and Commencement Certificate bearing Building Permit No.

256301 Permit No. TMCB/B/2024/APL/01019 dated 08.04.2024 and approved the Plan for construction of a building having Ground Part, Stilt Part Floor, 1 to 3 Floor Podium, 4th Floor Podium, 5th to 18 upper floors. A copy of the plan of the Layout as approved by the TMC have been annexed hereto and marked as **Annexure "G"** and A copy of the Commencement Certificate is Annexed hereto and marked as **Annexure "H"**.

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority i.e. TMC to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

AND WHEREAS the Promoters have accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Allottee has/have applied to the Promoters for allotment of Flat No. onfloor in the building to be known as Garodia Co-operative Housing Society Ltd,

AND WHEREAS the carpet area of the said Flat/Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Purchaser/Allottee has paid to the Promoters a sum of Rs. (Rupees

.....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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

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

1. The Promoters shall construct the said building having Ground Part, Stilt Part Floor, 1 to 3 Floor Podium, 4th Floor Podium, 5th to 18 upper floors on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority i. e. TMC from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.(a) (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee Flat No., admeasuring sq. meters on floor in the building Garodia Co-operative Housing Society Ltd (hereinafter referred to as **the said Flat/Apartment**) as shown in the **Floor plan** thereof, hereto annexed and marked **Annexure "I"** for the consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the premises. The said flat, the nature, extent and description of the common areas and facilities are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Car Parking Space situated at Basement and/or stilt and /or ___podium being constructed in the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the said flat including garages/covered parking space is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the

total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said flat.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in

development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the

Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above.

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is as per Development Control Regulation and the Promoters have planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have agreed to allot the said flat based on the proposed construction and sale of flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters only

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter)

within a period of thirty days of the termination, the instalments of sale consideration of the said flat which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the said flat to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the said flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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 Apartment is to be situated is delayed on account of –

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said flat within 15 days of the written notice from the promotor to the Allottee intimating that the said flat is ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of the said Flat** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take

possession of the said flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act save and except the following :-

a) There should not be any structural changes made by the Allottee, any other modification/alteration /damage caused by the Allottee after handing over possession of the said premises. In such case, Promoters shall not be responsible or liable for any compensation.

b) Further that, the Allottee should abide by all the terms/requirements for maintenance/upkeep/repairs of the premises and plot, in the absence of which, Promoters shall not take any responsibility of the defects caused due to above.

c) The items / material, which are supplied under warranty from manufacturers will be covered for any defects / malfunction etc. by the concerned manufacturers.

8. The Allottee shall use the said flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space, if any, only for purpose of keeping or parking vehicle.

9. That on completion of the building and on the Allottee paying full and final amounts payable hereunder to the Promoter, the Promoter shall cause the said Society to accept the Allottee as its Member/s. The Allottee hereby agree/s and undertake/s to submit all the requisite papers, forms and declarations and to comply with all other lawful requisitions of the Society, to enable the Society to enroll the Allottee as its member/s. After the Allottee being enrolled as a Member/s of the said Society, the relation by and between the Society and the Allottee shall be governed by the bye-laws of the Society for the time being in force.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said flat /building is ready for use and occupancy and thereafter on 5th day of every month, the Allottee shall be liable to bear and pay to the Society towards maintenance charges and other outgoings as determined by the Society, water charges, property tax, N.A. Tax, common lights, sanitations, contribution towards common repairs to the building in its common area, access road, salaries of clerks, bill collector, chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said property including the buildings and the amenities therein. The Allottee shall not withhold the said payment for any reason whatsoever.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society.
- (ii) Rs. Towards legal and miscellaneous charges & costs.
- (iii) Rs. Towards costs, charges, deposits, expenses, etc. for obtaining electric supply, water connection, Mahanagar gas connection, other utility & services connections

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served

upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the said flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said flat is taken and shall not do or suffer to be done anything in or to the building in which the said flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said flat is situated and the said flat itself or any part thereof without the consent of the local authorities, if required.

ii. 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 concerned local 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 Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said flat is situated or the said flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. 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 Apartment 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, Pardis or other structural members in the said flat without the prior written permission of the Promoter and/or the Society.

v. 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 said flat is situated or

any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. 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.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this said flat or part with the possession of the said flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the 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 protection and maintenance of the said building and the said flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society 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.

xi. Till a conveyance of the structure of the building in which said flat is situated is executed in favour of Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 Plot and Building or any part thereof. The Allottee 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 Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement he 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 Allottee who has taken or agreed to take the said flat.

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

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

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

22. 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 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.

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

24. 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.

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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee (Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

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

28. JOINT ALLOTTEES That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 the Thane courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at THANE in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

ALL THAT PIECE AND PARCEL OF LAND bearing City Survey No. 10, Tika No. 21, Survey No. 25, Hissa No. 4A(Part), Survey No. 27 Hissa No.13, Survey No.

231/1, Hissa No. 10A (Part), Survey No. 28C Hissa No. 2, Survey No.281/1, Hissa No. 10A (Part) admeasuring about 1056.92 Sq. Mtrs. together with the two buildings standing thereon known as Garodia Co-operative Housing Society Ltd. comprising of Ground + 3 Upper Floors and Ground + 2 Upper Floors, situate, lying and being at Revenue Village Naupada, Thane (W) -400602, Taluka and District Thane, Registration and Sub-Registration District of Thane and within the limits of the Thane Municipal Corporation and bounded as under:

On or Towards East:- M G Road 18 M. W.

On or Towards West:- Om Shiv Society

On or Towards North :- Varad Society and Kelkar Society

On or Towards South:- Gautam Society and Om Yashodeep Society

Second Schedule Above Referred to

Flat No. _____, admeasuring _____ sq. ft. Carpet area, on the _____ floor, in the proposed building to be constructed and to be known as Garodia Co-operative Housing Society Ltd on the plot of land more particularly described in the First Schedule hereinabove.

Here set out the nature, extent and description of common areas and facilities.

SIGNED, SEALED AND DELIVERED by

The within named “**Promoter**”

M/S.VEER LIFE SPACES LLP

Represented through Designated Partners

Mr. Bhushan Chandrakant Bhanushali

Mrs. Tina Bhushan Bhanushali

In the presence of

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SIGNED, SEALED AND DELIVERED by

the within named “**Allottee**”

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