

AGREEMENT FOR SALE

This AGREEMENT FOR SALE entered into at Mumbai on this [●] day of [●] in the year [●]

BETWEEN

SAINATH VIHAANA REALTY LLP (LLPIN: AAA-9388), a Limited Liability Partnership, registered under the provisions of the Limited Liability Act, 2008 and having its registered office at 101/102, Sainath House, 1st Floor, B. P. Cross Road, Mulund (West), Mumbai – 400 080, hereinafter referred to as the “Developer” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of ONE PART;

AND

[●], having their address/registered address at [●], hereinafter referred to as the “Purchaser/s” (which expression shall, unless it be repugnant to the context or the meaning thereof be deemed to mean and include in case of an individual/s or his/her/their respective heirs, executors and administrators; and in case of a body corporate its successors and permitted assigns; and in case of a partnership firm the partners from time to time of the firm, the heirs, executors, administrators of the last surviving partner; and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivor/s of them and the heirs, executors and administrators of the last survivor of them; and in case of trust, trustees for the time being and from time to time of the trust and the survivor/s of them and the heirs, executors and administrators of the last survivor of them) of the OTHER PART.

(The Developer and the Purchaser/s shall individually be also referred to as the “Party” and collectively referred to as the “Parties”)

WHEREAS:

- A. By and under a Deed of Unilateral Conveyance dated 30th October, 2013 read with the Deed of Rectification dated 15th March, 2017, both executed by and between Ms. Geetaben Chunilal Mehta, legal heir of Late Muktaben Chunilal Mehta, through the Competent Authority, therein referred to as the ‘Vendor/Competent Authority’, Messrs. Vijay & Company, a partnership firm through its Partner Mr. Rambhai Kantilal Makhecha, through the Competent Authority, therein referred to as the ‘First Confirming Party/Competent Authority’; (i) Mrs. Shantaben Hirji Thakkar, (ii) Mr. Anil Hirji Thakkar, (iii) Mr. Mahendra Hirji Thakkar (legal heirs of Mr. Hirji Kalyanji Thakkar) and (iv) Mrs. Kashiben Bhagwan Thakkar (legal heir of Mr. Bhagwan Kanji Thakkar), through the Competent Authority, therein referred to as the ‘Second Confirming Party/Competent Authority’ and Vrindavandham ‘B’ Building Co-Operative Housing Society Limited (“Society”), therein referred to as the ‘Purchasers/Society’ and registered in the office of the Sub-Registrar of Assurances under Serial No. KRL-1-9269- 2013 and KRL-42519-2017, respectively, the Vendor, the First Confirming Party and the Second Confirming Party therein granted, sold, conveyed and assured unto the said Society, all that piece and parcel of the land bearing CTS No. 11(part) admeasuring 4352.99 square meters (“VDB Land”) along with proportionate right to use, utilize, consume and exploit the benefit of recreation garden admeasuring 647.97 square meters (being 66.67% of the total 967.12 square meters) and Common Internal Access Road admeasuring 288.10 square meters (being 66.67% of the total 430 square meters) lying, situate and being at Village Mulund (East), Taluka Mulund and District Mumbai Suburban, Mumbai - 400 081 as more particularly described Firstly in the First Schedule hereunder written (“VDB Property”), together with a building known as ‘Vrindavan-Dham ‘B’ consisting of 5 (five) wings (“Old Building”) standing on the VDB Land;
- B. One Vrindavandham ‘A’ Building Co-operative Housing Society Limited (“Vrindavandham A”) is the owner of a portion of CTS no. 11 (part) admeasuring

1647.76 square meters along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout recreation garden admeasuring 319.15 square meters and common road admeasuring 141.90 square meters, situate, lying and being at V. B. Phadke Marg, Village Mulund (East), Taluka Kurla, Mulund (E), Mumbai - 400 081;

- C. An access way has been granted to one Mulund Kamlesh Co-operative Housing Society Limited from the 12.20 meter wide road and to Vrindavandham A from 12.2 metre wide road and from 18.30 meter wide road, connecting a portion of CTS no. 11 of Village Mulund (East), Taluka Kurla, District Mumbai Suburban, as delineated on the plan annexed hereto as Annexure "A";
- D. The Society and Vrindavandham A are entitled to their respective share in the layout recreation garden and the common road. A plan delineating the recreation garden and the common road and the aforesaid access way is hereto annexed as Annexure "B";
- E. By and under an Agreement dated 3rd August, 2019 made between Vrindavandham 'A' Building Co-Operative Housing Society Limited, therein referred to as Vrindavandham A and the Society, therein referred to as Vrindavandham B and registered in the office of the Sub-Registrar of Assurances under Serial No. KRL-411374 of 2019, the parties therein arrived at certain understanding as regards interalia the development of CTS No. 11 of Village Mulund (East), Taluka Mulund, District Mumbai Suburban, the recreation garden, the common access road on the terms and conditions contained therein. Under the aforesaid Agreement, the parties therein agreed that the existing recreation garden area may be relocated at appropriated places;
- F. The Old Building had become old and required extensive, recurring repairs and several works of improvements and the cost of such repairs, renovations and improvement was considerable, hence for better utilization of resources and planning, the Society and its members explored the feasibility of redevelopment of the VBD Property through reputed developers;
- G. The members of said Society approached the Developer requesting the Developer to demolish the Old Building and construct new buildings by utilizing full development potential thereon under the Development Control Regulations, 1991 alongwith all amendments thereto and or any other rules and regulations as may be applicable from time to time and to allot/ sell the flats/ units/ premises in the new buildings to be constructed on the Larger Land and prospective purchasers, on ownership basis;
- H. By and under the Development Agreement dated 7th September, 2021 registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-4-16442 of 2021 and executed between the said Society, therein referred to as the 'Society', majority members of the said Society, therein referred to as the 'Existing Members' and the said Developer, therein also referred to as the 'Developer', the said Society granted and the Existing Members therein confirmed the grant of, an irrevocable license to enter upon the VBD Property and develop the same in favour of the Developer in consideration of the Developer allotting to the members of the Society, flats and ancillary thereto the right to use car parking spaces in the new building proposed to be constructed on the said Larger Land (as defined herein below), in the manner and on the terms and conditions contained therein;
- I. Pursuant to the aforesaid Development Agreement dated 7th September, 2021, a Power of Attorney dated 7th September, 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-4-16444 of 2021 was executed by the said Society nominating, constituting and appointing the said Developer to do all acts, deeds, matters and things in respect of development of the VBD Property, in the manner contained therein;
- J. By and under a Deed of Conveyance dated 3rd December, 2021 registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1-18792 of 2021 and executed by and between (i) Jankibai Raghunath Patil, (ii) Arun Raghunath Patil, (iii) Aruna Arun Patil, (iv) Harshada Arun Patil, (v) Shital Arun Patil, (vi) Rohit Arun Patil, (vii) Ashok Raghunath Patil, (viii) Sunanda Ashok Patil, (ix) Supriya Ashok

Patil, (x) Suchitra Ashok Patil, (xi) Asha Narendra Patil, (xii) Neeta Narendra Patil Alias Minu Narendra Patil, (xiii) Nandu Raghunath Patil, (xiv) Jayshree Nandu Patil, (xv) Abhijit Nandu Patil, (xvi) Aditi Nandu Patil, (xvii) Dilip Raghunath Patil, (xviii) Kalpana Dilip Patil, (xix) Krudula Dilip Patil, (xx) Vinod Raghunath Patil, (xxi) Neema Vinod Patil, (xxii) Onkar Vinod Patil, (xxiii) Shashikala Kamlakar Keny (xxiv) Vasant Ramchandra Patil, (xxv) Trimbak Ramchandra Patil, (xxvi) Prabhavati Kamlakar Patil, (xxvii) Milinda Jagdish Worlikar, (xxviii) Nutan Shashikant Kini, (xxix) Navlata Nee Kanchan Kantilal Deo, (xxx) Bhavna Kamlakar Patil Nee Bhavna Ashok Dave and (xxxi) Santosh Kamlakar Patil, therein collectively referred to as the 'Vendor no. 1' and Messrs. Acme Enterprises, therein referred to as the 'Vendor no. 2' and the said Developer, therein referred to as the 'Purchaser', the Vendor No. 1 and the Vendor No. 2 therein granted sold and transferred in favour of the said Developer, all that piece and parcel of land bearing CTS No. 19/1/1B admeasuring 51.90 square meters or thereabouts situate at Village Mulund (East), Taluka Mulund and District Mumbai Suburban lying and being at Gavanpada Road, Neelam Nagar, Mulund (East), Mumbai – 400 081 as more particularly described Secondly in the First Schedule hereunder written ("CTS No. 19/1/1B"), for the consideration and in the manner contained therein;

- K. In pursuance of the aforesaid Deed of Conveyance dated 3rd December, 2021, an Irrevocable Power of Attorney dated 3rd December, 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No.KRL-1-18793 of 2021 was executed by (I) (i) Jankibai Raghunath Patil, (ii) Arun Raghunath Patil, (iii) Aruna Arun Patil, (iv) Harshada Arun Patil, (v) Shital Arun Patil, (vi) Rohit Arun Patil, (vii) Ashok Raghunath Patil, (viii) Sunanda Ashok Patil, (ix) Supriya Ashok Patil, (x) Suchitra Ashok Patil, (xi) Asha Narendra Patil, (xii) Neeta Narendra Patil alias Minu Narendra Patil, (xiii) Nandu Raghunath Patil, (xiv) Jayshree Nandu Patil, (xv) Abhijit Nandu Patil, (xvi) Aditi Nandu Patil, (xvii) Dilip Raghunath Patil, (xviii) Kalpana Dilip Patil, (xix) Krudula Dilip Patil, (xx) Vinod Raghunath Patil, (xxi) Neema Vinod Patil, (xxii) Onkar Vinod Patil, (xxiii) Shashikala Kamlakar Keny, (xxiv) Vasant Ramchandra Patil, (xxv) Trimbak Ramchandra Patil, (xxvi) Prabhavati Kamlakar Patil, (xxvii) Milinda Jagdish Worlikar, (xxviii) Nutan Shashikant Kini, (xxix) Navlata nee Kanchan Kantilal Deo, (xxx) Bhavna Kamlakar Patil nee Bhavna Ashok Dave and (xxxi) Santosh Kamlakar Patil, and (II) Messrs. Acme Enterprises, nominating, constituting and appointing the Developer to do all acts deeds matters and things in respect of CTS No. 19/1/1B as contained therein;
- L. By and under a Deed of Conveyance dated 3rd December, 2021 registered with the office of the Sub-Registrar of Assurances under Serial No.KRL-1-18790 of 2021, and executed by and between Messrs. Sainath Developers, therein referred to as the 'Vendor' and the said Developer, therein referred to as 'Purchaser', the Vendor therein sold transferred and conveyed in favour of the said Developer, all that piece and parcel of land bearing CTS No. 40A admeasuring 15.60 square meters and CTS No. 40B admeasuring 10 square meters, admeasuring in aggregate 25.60 square meters or thereabouts, situate, lying and being at Village Mulund (East), Taluka Mulund, in Registration Sub-District and District of Mumbai City and Mumbai Suburban, Mumbai – 400 081, as more particularly described Thirdly in the First Schedule hereunder written ("CTS No. 40A and 40B"), for the consideration and in the manner contained therein;
- M. In pursuance of the aforesaid Deed of Conveyance dated 3rd December, 2021, an Irrevocable Power of Attorney dated 3rd December, 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No.KRL-1-18790 of 2021, was executed by Messrs. Sainath Developers, nominating, constituting and appointing the said Developer as its constituted attorney, to do all acts, deeds, matters and things in respect of CTS No. 40A and 40B, in the manner contained therein.
- N. The said CTS No. 19/1/1B and CTS No. 40A and 40B shall hereinafter be collectively referred to as the "Adjoining Lands". The VBD Property and the Adjoining Land are hereinafter collectively referred to as the "Larger Land" and is more particularly described in the First Schedule hereunder written;
- O. The Developer has proposed to undertake development of the Larger Land as mixed-use project for residential and commercial usage to be known as 'Sainath Vridavandham' in one or more phases presently comprising of 2 (two) Wings, by

utilizing the Maximum Development Potential (as defined hereinbelow) available in respect thereof, in accordance with the sanctioned plans that may be amended by the concerned authorities, from time to time. Out of the aforesaid 2 (two) wings, the Developer proposes to rehabilitate the existing members of the said Society in a portion of one of the wings being Wing A;

P. The Developer presently proposes to construct Wing A and Wing B as detailed hereinbelow (collectively referred to as the “New Building”) and a Podium structure on a portion of the Larger Land:

i. Wing A presently shall consist of portion of ground floor for shops, portion for services and balance portion for car parking,

1st level above ground for service floor, portion of the 1st to the 4th floors for residential purposes and balance portion for car parking and driver’s toilet, 5th floor for residential purposes, portion of 6th floor for residential purposes and balance as amenity space being fitness centre (which shall be connected to Wing B fitness centre), portion of 7th floor for residential purpose and balance portion being refuge area, 8th floor to the 13th floor for residential purpose, portion of the 14th floor for residential and balance portion being refuge area and 15th floor to 21st floor for residential purpose and the top of 21st floor being the terrace shall presently consist of solar panels and recreation garden (layout recreational open space), as per the present sanctioned plans (“Wing A Project”). The existing members of the said Society shall be rehabilitated on the residential portion of the 1st to the 21st floor of Wing A (“Members Premises”). The Developer proposes to sell the shops/ units proposed to be constructed on the ground floor and the additional units (if any) constructed in Wing A to prospective purchasers after handing over the Members Premises;

ii. Wing B presently consists of portion of ground floor for shops, portion for services, portion for servants and driver’s toilet and balance portion for car parking,

1st level above ground for service floor, portion of the 1st floor for society office, portion of the 1st to the 4th floors for residential purposes and balance portion for car parking, 5th floor for residential purposes, portion of the 6th floor for residential purposes and balance portion as amenity space being fitness centre (which shall be connected to Wing A fitness centre) and portion of 7th floor for residential purpose and balance portion being refuge area, 8th floor to the 13th floor for residential purpose, portion of the 14th floor for residential purpose and balance portion being refuge area and 15th floor to 21st floor for residential purpose and the top of 21st floor being the terrace shall presently consist of solar panels and recreation garden (layout recreational open space), as per the present sanctioned plans (“Wing B Project”). The Developer proposes to sell the shops and the residential flats proposed to be constructed in Wing B to prospective purchasers;

iii. A separate structure being the Podium connecting Wing A and Wing B is proposed to be constructed (“Podium”) which shall presently consist of basement for services, ground floor for services and car parking and 1st to 4th floor for car parking spaces and drivers’ toilet and the top of the podium structure for layout recreational open space.

Q. The Wing A Project, Wing B Project and the Podium has been registered as a real estate project by the Developer as ‘[●]’ (“Project”) bearing registration no. [●] with the Maharashtra Real Estate Regulatory Authority (“RERA Authority”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA Act”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017. The RERA Authority has duly issued the Certificate of Registration dated [●], a copy of the RERA Certificate is annexed and marked as Annexure “C” hereto.

R. The portion of the Larger Land on which the Developer proposes to construct Wing A and B is delineated in red outline on the layout plan attached hereto as Annexure

“D”;

- S. The MCGM has issued an Intimation of Disapproval (“IOD”) dated 6th May, 2022 bearing reference no. P-9522/2021/(11 and Other)/T Ward/MULUNDE/IOD/1/New in respect of the redevelopment of the Larger Land. A copy of the said IOD, is annexed and marked hereto as Annexure “E”;
- T. The MCGM has issued a Commencement Certificate dated [●] bearing reference no. [●] sanctioning the building plans in respect of the Project, upto [●] floors of Wing A and upto [●] of Wing B and [●] floor of the Podium structure;
- U. The Purchaser/s has/have demanded from the Developer and the Developer has provided to the Purchaser/s, inspection of all title deeds and documents relating to the Larger Land, orders, the plans, design and specification prepared by the architect of the Developer, approvals, IOD, all the endorsements on the Commencement Certificate and all other documents specified under the RERA Act or any other enactment as may be in force from time to time and the rules and regulations made thereunder. The Purchaser/s has, prior to the date hereof, examined copies of all the documents and papers referred to above and has caused the same to be examined in detail by his/her/its Advocates and Consultants;
- V. The Purchaser/s confirm/s that he/they have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the rules framed thereunder and has understood the documents and information in all respects;
- W. A copy of the Title Certificate dated [●] in respect of the title of the Developer to develop the VBD Land issued by Advocate [●] is annexed hereto and marked as Annexure “F-1”. A copy of the Title Certificate dated [●] in respect of CTS No. 19/1/1B and Title Certificate dated [●] in respect of CTS No. 40A and 40B forming part of the Larger Land both in respect of the title of the Developer as the owner thereof, both issued by Advocate [●] are annexed and marked as Annexure “F-2” and Annexure “F-3” respectively hereto;
- X. The Developer has entered into standard Agreement/s with Architects registered with the Council of Architects and such Agreement/s are as per the Agreement prescribed by the Council of Architects;
- Y. The Developer has appointed Structural Engineers for the preparation of the structural design and drawings of the Project and accordingly the Project is being developed under the professional supervision of the Architect and the structural engineer (or any suitable replacements/substitutes thereof);
- Z. The Developer has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;
- AA. The Purchaser/s hereby confirm/s that they have fully read and understood the foregoing recitals and has/have agreed and consented that the Developer shall have all the rights in respect of the development of Larger Land and the Purchaser/s will not object to the same;
- BB. The Developer has accordingly commenced construction of the Project on the Larger Land in accordance with the sanctioned plans, approvals and permissions;
- CC. As requested by the Purchaser/s, the Developer has agreed to sell and the Purchaser/s has/have agreed to purchase, on the terms and conditions hereinafter appearing, on what is known as “ownership basis”, a Flat as described in the Second Schedule hereunder written (hereinafter referred to as the “Flat”) at or for the Consideration (hereinafter referred to as the “Consideration”) also specified in the said Annexure “G” and as incidental thereto, has also agreed to grant to the Purchaser/s the right to use Car Parking as described in the Second Schedule hereunder written (hereinafter referred to as the “Car-parking Space”) subject to the superintendence and rules and

regulations of the Society. The said Flat is shown by red outline and hatched on the floor plans hereto annexed and marked as Annexure "H"; The Flat and the Car Parking Space are hereinafter collectively referred to as the "said Premises".

In pursuance of the provisions of RERA, the Parties are executing this written agreement for sale of the said Premises and agree to register this Agreement with the office of the subregistrar of assurances under the provisions of the Registration Act, 1908.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DENITIONS AND INTERPRETATION

1.1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and shall not form an operative part of this Agreement or schedules and shall be ignored in construing the same.

1.2. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the provisions of this Agreement and has/have agreed that the Developer have all the rights in respect of the said New Building and the Purchaser/s will not object to the same;

1.3. In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

1.3.1. "Adjoining Lands" means the said CTS No. 19/1/1B and CTS No. 40A and 40B.

1.3.2. "Advance Maintenance Charges" means an amount as set out in Annexure "I" annexed hereto to be paid by the Purchaser/s as advance towards the maintenance (without interest). The Developer shall utilize such advance towards payment of the Outgoings in respect of the Larger Land.

1.3.3. "Agreement" shall mean this Agreement together with the Schedules, and annexures hereto and any other deed and/or document(s) executed in pursuance hereof.

1.3.4. "5% Amenity Space" means an area admeasuring in the aggregate 320.62 square metres from and out of a portion of CTS No. 11 and CTS No. 40A and 40B, which is to be handed over to the MCGM.

1.3.5. "Applicable Law" includes all laws, bye-laws, rules, regulations, development control rules and regulations, orders, judgments, decrees, ordinances, guidelines, policies, notices, Government Resolutions (GRs), directions, conditions of any regulatory approval or license, the approvals, and the terms and conditions thereof, as may be, or imposed, or required, or mandated, in any manner by any authority, or courts of law, or judicial, quasi-judicial, statutory, or planning, bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Larger Land, or any part thereof, the; all being of the Republic of India.

1.3.6. "Car-Parking Space/s" shall mean the car-parking spaces including but not limited to mechanical/stack/stilt/podium car parking and more particularly described in the Second Schedule hereunder written;

1.3.7. "Carpet Area" shall mean the RERA carpet area of the Flat computed in accordance with Circular No. 4/2017 dated 14th June, 2017 issued by the Authority;

1.3.8. "Common Areas, Amenities & Facilities" shall mean the common areas, common amenities and facilities specified in Part A of the Third Schedule hereunder written which are to be utilized by all the occupants of the buildings on the Larger Land save and except as provided herein.

- 1.3.9. "Consideration" shall mean the aggregate of the Purchase Price and taxes payable by the Purchaser/s in relation to this Agreement.
- 1.3.10. "Common Infrastructure" shall mean amenities like podium, basement, layout open space, recreational garden on terrace, gates, access roads (also for construction), STP, water tanks, solar panels, internal roads, security cabins, drainage, gardens, ramp, refuge floor, terrace, podium, lift room, rain water harvesting system, DG Sets, meter room, sub-station, society office, etc., provided by the Developer for the use and convenience of the members/unit purchasers in all the buildings constructed on the Larger Land viz., Wing A, Wing B and/or any other buildings that may be constructed in future phases on the Larger Land;
- 1.3.11. "Defects" shall mean structural defects or any other defect in workmanship, quality or provision of services as per this Agreement but specifically excludes water proofing defects or seepage or leakage defects in the Flat due to any work/activity carried out by any of the flat purchaser/s/occupants in the New Building.
- 1.3.12. "Flat" shall mean the flat as more particularly described in the Second Schedule hereunder written and delineated on the floor plan annexed hereto as Annexure H;
- 1.3.13. "Force Majeure" shall have the meaning assigned to it under the RERA Act and the MahaRERA Rules made thereunder including any statutory interpretation thereof.
- 1.3.14. "Liquidated Damages" shall mean an amount equivalent to 10% (ten percent) of the Purchase Price;
- 1.3.15. "Maintenance Charges" shall mean the proportionate charges and taxes/levies to be paid by the all unit purchasers of the buildings to be constructed on the Larger Land in respect of maintaining the New Building and Common Areas, Amenities & Facilities in the Larger Land;
- 1.3.16. "Maintenance Company" shall mean the Developer and/or any agency to be appointed by the Developer for managing the affairs and management of the New Building and/or the Common Areas, Amenities & Facilities on the Larger Land post completion of construction of the New Buildings and until such management is handed over to the Society. It is clarified that the appointment of any such agency can be terminated by the Developer solely at its discretion and on termination the Developer shall be entitled either to manage the affairs and management of New Building and/or the Common Areas, Amenities & Facilities on the Larger Land post completion of construction of the New Building and until such management is handed over to the Society;
- 1.3.17. "Maximum Development Potential" shall include (a) permissible zonal FSI/BUA available in respect of the Larger Land, (b) TDR FSI that may be permitted for consumption of the Larger Land (c) Incentive FSI i.e. additional FSI/BUA that may be permitted on payment of premium; (d) fungible FSI/BUA as may be permitted (e) FSI/TDR/Incentive FSI arising out of D.P. Road, reservation, Incentive FSI; (f) other permissible FSI/BUA like for staircase, lift, lift lobby and other areas permitted, available either by way of payment of premium, or free or otherwise howsoever; and (g) increase in FSI/BUA in (a), (b), (c), (d), (e) and (f) above and otherwise howsoever on account of any change in policies, laws, Development Control Regulations ("DCR") (including Development Plan 2034), different user or otherwise howsoever (h) additional FSI/BUA which is now available or which may become available in future, arising/emanating from the Larger Land (including portions thereof under D.P. Roads set back etc.), or of any other property/properties under the provisions of the applicable rules and regulations prevailing at the relevant time, or in any other manner whatsoever, of the Larger Land or in respect of the amalgamated property (i.e. in the event of the Larger Land being amalgamated with any one or more properties).

1.3.18. "Occupation Certificate" shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966.

1.3.19. "Outgoings" shall mean the sum of Property Taxes, facility management charges and fees, non-agricultural assessment, etc. as applicable and payable by the Purchaser/s.

1.3.20. "Other Amounts and Deposits (OAD)" shall mean the amounts and deposits to be paid by the Purchaser/s to the Developer as listed out in Annexure I annexed hereto.

1.3.21. "Possession Date" shall mean 31st December, 2026 subject to Force Majeure events.

1.3.22. "Project" shall mean collectively the Wing A Project, Wing B Project and the Podium which has been registered as a real estate project by the Developer as '[●]' bearing registration no. [●] with the Maharashtra Real Estate Regulatory Authority under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017;

1.3.23. "New Building" shall mean the buildings proposed to be constructed by the Developer on a portion of the Larger Land including Wing A and Wing B;

1.3.24. "Larger Land" shall mean the VBD Property and the Adjoining Land as more particularly described in the First Schedule hereunder written.

1.3.25. "Society" shall mean the Vrindavandham 'B' Building Co-Operative Housing Society Limited, a co-operative housing society, duly incorporated and registered under the Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/WT/HSG(TC)/2753 of 1987-88 dated 15th October 1987 and having its registered office at Vrindavandham "B" Building Co-Operative Housing Society Limited, V. B. Phadke Marg, Mulund East, Mumbai – 400 081.

1.4. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

1.4.1. The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;

1.4.2. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

1.4.3. Words importing the singular shall include plural and vice versa;

1.4.4. Reference to recitals, clauses, schedules and annexures are to be the recitals, clauses, schedules and annexure of this Agreement;

1.4.5. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;

1.4.6. The expressions "hereof", "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;

1.4.7. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

1.4.8. In addition to the terms defined in this Clause 1.3, certain other terms are defined elsewhere in this Agreement and wherever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2. PURCHASE OF THE FLAT AND CONSIDERATION

2.1. The Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to acquire from the Developer, for the price and on the terms and conditions contained herein, the Flat more particularly described in the Second Schedule hereunder written

for the Purchase Price as set out in Annexure "G" hereto subject to the terms and conditions mentioned herein.

2.2. In consideration of the Flat agreed to be sold by the Developer to the Purchaser/s, the Purchaser/s have paid the Consideration as hereinafter specified, without any set-off or adjustment whatsoever.

2.3. The Purchase Price (forming part of the Consideration) shall be paid by the Purchaser/s to the Developer in instalments specified in Annexure G after deducting therefrom TDS as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The Purchaser/s has deposited TDS in the government treasury and shall simultaneous to the execution of these presents furnish challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, and issue a TDS certificate in Form No.16B to the Developer within fifteen days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Developer to give credit to the Purchaser/s for the same.

2.4. The said Purchase Price is inclusive of the proportionate price of Common Areas, Amenities and Facilities specified in the Third Schedule hereto which shall be used in the manner provided in these presents. The proportionate share of the Purchaser/s in the common / limited common areas and facilities has been today estimated based on present building plans. The said computation may change resulting in an increase or decrease in the estimate. The apportionment of Common Areas, Amenities & Facilities is notional and the same is subject to change. The Purchaser/s hereby expressly consent/s to such changes.

2.5. In addition to the Purchase Price, the Purchaser/s agrees to pay to the Developer, GST and all other taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, (whether payable now or in future) levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement in relation to the said Flat and the Car-Parking Spaces, shall be borne and paid by the Purchaser/s alone and the Developer shall not be liable to bear or pay the same or any part thereof;

2.6. The Purchaser/s also confirm/s, agree/s and declares that the Consideration agreed to be paid by him/her/it/them to the Developer, is in respect of the said Premises and he/she/it has no right or claim and/or will not make any claim on any other portion of the New Building and/or the Larger Land.

2.7. The Purchase Price shall be payable by the Purchaser/s in the Bank Current Account No. [●] maintained with [●] Bank, [●] Branch with IFSC Code [●] ("the said Account")

2.8. It is hereby expressly agreed that the time for payment of the amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Developer shall, in respect of the Consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien on the said Premises. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Flat under this Agreement in favour of the Purchaser/s, that only if the full amount of the said Consideration as aforesaid, as well as all Other Amounts & Deposits payable by the Purchaser/s hereof are paid by the Purchaser/s to the Developer and Purchaser/s has/have furnished to the Developer the requisite Form 16B for all amounts of TDS, shall the Purchaser/s have/ has or be entitled to claim any rights under this Agreement and/or in respect of the said Flat.

2.9. The Purchaser/s acknowledges that the calculation of carpet area in respect of the Flat may undergo variation at the time of completion of construction of the Flat. The Developer agree that the variation in the carpet area while handing over the said Flat to the Purchaser/s shall not be more than +/- 3% (three percent) of the carpet area of

the said Flat agreed under this Agreement. The Purchaser/s hereby agree/s that any such change / revision in the carpet area of the said Residential Unit up to +/- 3% (three percent) is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The Parties agree that in case of variation above or below 3% (three percent), the Consideration shall be appropriately adjusted in the last installment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Purchaser/s only upon receipt of such amounts from those authorities.

- 2.10. In case there is any reduction in the carpet area of the Flat than what has been agreed to be provided under these presents, then the Developer shall make payment, for such difference in area to the Purchaser/s at the rate of Rs.[●]/- (Rupees [●] only, per square foot within 15 (fifteen) days from the Delivery Date (as defined hereinbelow). If there is any increase in the carpet area of the Flat to be purchased by the Purchaser/s than what was agreed to be provided under these presents, the Developer shall demand and the Purchaser/s shall pay additional amount, for any such difference in area at the rate of Rs.[●]/- (Rupees [●] only) per square foot, within 15 (fifteen) days from the Delivery Date (as defined hereinbelow). In the event the Purchaser/s fails to pay such amount, then the Developer shall be entitled to withhold the handing over of possession of the said Premises till the actual receipt of such amount by the Developer. The Purchaser/s undertakes to pay all the taxes, levies, charges, expenses, cesses and GST in respect of such additional amount.
- 2.11. The Purchaser/s agrees not to object to any such change and agrees not to demand cancellation or termination of this Agreement for Sale or refund of any money paid hereunder save and except as provided in this Agreement.
- 2.12. All the aforesaid amounts paid by the Purchaser/s will be proportionately adjusted by the Developer first towards the outstanding interest and thereafter towards the total Consideration payable by the Purchaser/s to Developer under this Agreement. The Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

3. DELAY IN PAYMENTS BY THE PURCHASER/S AND CONSEQUENCES THEREOF

- 3.1. It is an essential and integral term and condition of this Agreement, that only upon the payment of all amounts, charges, dues, outgoings, etc. payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Developer (and not otherwise), will the Purchaser/s have or be entitled to claim any rights, against the Developer under this Agreement and/or in respect of the said Flat.
- 3.2. The Purchaser/s shall pay to the Developer the installments of the Consideration and all other amounts payable in terms of these presents within 10 (ten) days of intimation ("Due Date") in writing, by the Developer that the amount has become due on their respective due dates, time being the essence of the contract.
- 3.3. The Purchaser shall be liable to pay Interest to the Developer on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the Interest or are recovered by the Developer from the sale of the Flat.
- 3.4. In addition to the liability of the Purchaser/s to pay the Interest, the Purchaser/s shall also be liable to pay and reimburse to the Developer, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Developer for the purpose of enforcing payment of and recovering from the Purchaser/s any amount or dues whatsoever payable by the Purchaser/s under this Agreement.
- 3.5. The Purchaser/s shall pay cheque bouncing charges to the Developer on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 1 (One) percent of the value of the cheque in question or Rs.1,000/- (Rupees One Thousand only), whichever is higher. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of

30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.

3.6. Without prejudice to the right of the Developer to receive Interest from the Purchaser/s, and any other rights and remedies available to the Developer, upon the Purchaser/s committing 3 defaults of payment of any amounts due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), the Developer shall be entitled to at their discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s Provided That the Developer shall have given 3 (three) notices of 30 (thirty) days each in writing to the Purchaser/s (“Default Notice”), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

3.7. Upon such termination by the Developer, the consequences hereunder shall follow:

3.7.1. The Purchaser/s shall cease to have any right or interest in the said Flat and the said Car-Parking Spaces or any part thereof;

3.7.2. The Developer shall be entitled to sell transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the said Flat and allot the said Car Parking Space to such other person or party as they may deem fit, at such consideration and on such terms and conditions as they may deem fit;

3.8. The Purchaser/s within a period of 10 (ten) days from the date of termination, execute and register a deed of cancellation of these presents (in the format drafted by the Developer).

3.9. Upon realization of the entire sale consideration from the new purchaser of the said Premises, the Developer shall refund to the Purchaser/s within 30 (thirty) days ONLY the amount of Purchase Price paid by the Purchaser/s to them excluding the amount of taxes and other charges paid in pursuance of this Agreement, after deducting therefrom the following amounts:-

3.9.1. 10% (ten per cent) of the Purchase Price of the said Premises (which is to stand forfeited by the Developer) as and by way of agreed genuine pre-estimate of liquidated damages not in the nature of penalty;

3.9.2. Taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises up to the date of termination of this Agreement;

3.9.3. The costs incurred by the Developer in finding a new buyer including brokerage charges;

3.9.4. The Interest payable by the Purchaser/s to the Developer in terms of this Agreement from the dates of default in payment till the date of recovery of the said amount from the sale of the said Premises; and

3.10. In the event of the said resale price being less than the Purchase Price mentioned herein, the difference between the Purchase Price and the resale price.

3.11. Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Developer and/or the Flat and Car Parking Spaces and the Developer shall be entitled to deal with and/or dispose of the Flat and allot the Car Parking Spaces in the manner it deems fit and proper.

3.12. In case of termination as aforesaid, the Developer shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said Flat and the Car Parking Spaces.

3.13. Without prejudice to the above and the Developer’s other rights under this Agreement and/or in law, they may at their option, by a specific writing executed by them to this

effect, condone any delay in payment and accept from the Purchaser/s the payment of the defaulted installment/s on the Purchaser/s paying to them Interest on the defaulted installment/s for the period for which the payment has been delayed.

4. PLANS, DESIGNS AND SPECIFICATIONS

- 4.1. The Developer shall construct Project in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time. The Parties hereto agree that the Developer will 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 Flat to the Purchaser/s, obtain from the concerned local authority, the Occupation Certificate subject to the Authorities imposing standard terms and conditions on the Developer for obtaining such Occupation Certificate. The Purchaser/s consents to all acts of the Developer in relation the aforesaid. The Developer shall make all efforts that the plan relating to the Project is not altered unless absolutely required in the interest of the Project or required by the authority.
- 4.2. While complying with the obligations aforesaid, the Developer shall obtain prior Permission in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the area and location of the Flat, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s. The Purchaser/s hereby gives his/her/its/their Permission to the Developer to make any minor addition or alteration in the said Flat, sanctioned plans, layout plans and specification and nature of fixtures, fittings, amenities and common areas as may be necessary due to architectural or structural reasons. The Developer shall make such minor addition or alteration as may be required by the Purchaser/s. The Purchaser/s will not object to carrying out such additional/alteration construction by the Developer on ground of nuisance or on any other ground.
- 4.3. The Flat shall have the specifications as set out in Annexure "J" hereto. The Purchaser/s has/have satisfied himself/ herself/ itself/ themselves about the design of the said Flat and also about the said specifications and amenities to be provided therein.
- 4.4. The Purchaser/s confirm/s that the Developer shall not be liable to provide any other fixtures and fittings save and except those mentioned in Annexure J. However, in the event of an unreasonable rise in the prices of the fixtures and fittings specified under Annexure J and/or shortage in the availability of such fixtures and/or fittings, the Developer shall endeavour to obtain similar quality internal apartment/New Building specifications to ensure that the Promoter meets with the assurance given to the Purchaser/s. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall not raise any objection or dispute in the event of there being any difference in the quality/standard of the specifications.
- 4.5. The Purchaser/s hereby confirms that the Developer has full right to change the fixtures and fittings to be provided without informing him/her/it/them, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Developer. The Purchaser/s agrees not to claim any reduction or concession in the Consideration on account of any change or substitution in the specifications.
- 4.6. Prior to taking possession of the said Flat, the Purchaser/s shall satisfy himself/herself/themselves in respect of the specifications provided in the said Flat. Once possession is taken, the Purchaser/s shall not be entitled to raise any demands or make any claims thereafter.
- 4.7. The Developer shall be entitled to handover over to the MCGM the 5% Amenity Space and the Developer shall be entitled to all the benefits from such handover.

5. TITLE

- 5.1. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the right of the Developer to develop the Larger Land and the Purchaser/s shall not be entitled to further investigate the title of the Developer and no requisition or objections shall be raised upon any matter relating thereto.
- 5.2. The Purchaser/s hereby declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Developer hereafter in this regard, and within 7 (seven) days of receiving the Developer's written intimation in this regard, sign, execute and give to the Developer, and in such form as may be desired by the Developer, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Developer offering and giving the Larger Land and/or the Project proposed to be constructed on the Larger Land by the Developer, as security (save and except the said Flat) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein and the Developer have entered into this Agreement.

6. CAR PARKING SPACE

- 6.1. The Car Parking Space has been allotted by the Developer to the Purchaser/s on the express understanding that it is ancillary to the use to the Flat and not independent thereof.
- 6.2. The allotment of the Car Parking Space shall be subject to the ratification by the Society. The Purchaser/s shall comply with the rules governing the use of such car parking space that may be framed by the Society. The car parking number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Flat.
- 6.3. The Purchaser/s is aware that Car Parking Space that may be allotted to the Purchaser/s may be mechanical or stack or stilt or podium and the Purchaser/s undertakes to not raise any objection thereto.

7. DEVELOPMENT POTENTIAL OF THE LARGER LAND

- 7.1. In this agreement, the words Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) and Transferable Development Rights (TDR) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws.
- 7.2. The Purchaser/s hereby agrees, accepts and confirms that the Developer proposes to develop the Larger Land by utilization of the Maximum Development Potential available in respect of the Larger Land which may include but shall not be limited to construction of the New Building and/or any other buildings/structures on the Larger Land or part thereof now or at any time in future and for that purposes the Developer shall be entitled to make such additions, alterations, amendments, deletions and/or shifting in the layout of the Larger Land at any time in future as may be deemed necessary by the Developer, without the Permission of the Purchaser/s which may include but shall not be limited to construction of a new buildings, relocating the amenities and for the aforesaid purposes the Developers shall also be entitled to make such changes in the latest plans in respect of New Building PROVIDED HOWEVER that such change shall not affect, in any manner whatsoever, the area and location of the Flat agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give their express and unequivocal consent to the same. Provided always that the Developer shall be at liberty at any time in the future, at its sole discretion, to change, amend, modify and alter the layout, scope, scale and user of the Larger Land or any part thereof and the Purchaser/s has granted their express consent to amend and change the layout in respect of the Larger Land.
- 7.3. The Purchaser/s agree and admit that all additional Development Potential that may become available in relation to the Larger Land whether by virtue of the provisions

aforesaid or otherwise, will remain the sole and exclusive property of the Developer and shall be utilized at any time in the future, at the discretion of the Developer, by the Developer or by its nominee/assignee either by way of construction of new building/s or extension of any of the building/s/phase/s on the Larger Land.

8. POSSESSION OF THE FLAT AND FORCE MAJEURE EVENTS

8.1. Subject to timely receipt of all payments hereunder from the Purchaser/s and the Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the possession of the said Flat shall be given by the Developer to the Purchaser/s on or before the Possession Date.

8.2. In the event that the Purchaser/s has requested the Developer to carry on certain additional interior works in the Flat or any part thereof then and in that event the Developer may not be in a position to handover the said Flat to the Purchaser/s on or before the Possession Date and in such an event the Developer shall handover the Flat to the Purchaser/s only after completion of such additional interior work and receipt of all approvals in relation thereto.

8.3. Subject to force majeure events, the Developer agrees to complete the construction of the Wing A & Wing B and shall give intimation to the Purchaser/s to take possession of the said Flat within [●] ([●]) months from the date of the Commencement Certificate in respect of the Wing B with an additional grace period of 6 (six) months ("Delivery Date").

8.4. Notwithstanding anything to contrary contained in this Agreement, the Developer shall without being liable to the Purchaser/s in any manner including payment of Interest, be entitled to further reasonable extension of time for giving intimation to take possession of the said Flat, if the completion of Wing B in which the said Flat is situated is delayed on account of any Force Majeure events

(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.

8.5. The Purchaser/s shall not be entitled to refuse to take possession of the said Flat in the event any of the amenities to be provided by the Developer have not been completed.

9. PROCEDURE FOR TAKING POSSESSION

9.1. The Purchaser/s shall make payment of the entire balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 (fifteen) days from the Developer intimating in writing to the Purchaser/s that the Flat is ready for possession ("IOP"/Intimation of Possession").

9.2. Irrespective of whether the Purchaser/s takes possession of the Flat or not if the Purchaser/s fails to take possession of the Flat within 15 (fifteen) days from the date of receipt of IOP/Intimation of Possession, they shall be liable to pay the outgoings in respect of the Flat and the proportionate share of all outgoings including the proportionate property taxes in respect of the Larger Land, as contemplated herein.

9.3. The Purchaser/s shall take the possession of the said Premises by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer in relation to the use of the Flat and the Car-Parking Spaces.

10. DEFECT LIABILITY

10.1. The Developer has undertaken due care in the development of the Flat and has in good faith paid for products and services generally of good quality.

10.2. The Purchaser/s undertakes not to hold the Developer responsible in respect of workmanship, quality, or provision of services in relation to the Flat or any part thereof.

10.3. The Purchaser/s agrees that it shall not during a period of 5 (five) years from the date of offering possession of the Flat carry out alterations of whatsoever nature in the Flat

or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including flooring, walls). If any of such works are carried out then the Developer shall not be responsible for any alleged defects in relation to the said Flat.

10.4. It is clarified that the liability of the Developer to remedy defects shall not extend to:

10.4.1. any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchasers in the Project (including the family members, servants, occupants, licensees of such purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the said Project;

10.4.2. any such defects if the same have been caused by reason of any additions and alternations in any of the other flats, fittings, pipes, water supply connections or any of the erection (including flooring) in the Toilets/ Kitchen/Flat done by the Purchaser/s and/or any other purchasers in the Project (including the family members, servants, occupants, licensees of such purchasers);

10.4.3. any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the said Flat or the fixtures or fittings provided therein.

10.5. Subject to the aforesaid, if within a period of 5 (five) years from the date of offering possession of the said Flat to the Purchaser/s, any structural defect in the Flat or in the material used therein (excluding normal wear and tear) is brought to the notice of the Developer by Purchaser/s, wherever possible the Developer agrees that it shall rectify such defect at its own cost and expense. In the event it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation of rectifying such defects as may be determined by the architect of the Developer.

11. RIGHTS OF THE DEVELOPER

11.1. The Developer has informed the Purchaser/s and the Purchaser/s has given his/her/its express and unequivocal consent to the following as mentioned hereinbelow:

11.1.1. The Developer is undertaking development on the Larger Land and the Developer shall be entitled to provide/grant easement rights of the internal roads in the Larger Land. In such case the Purchaser/s shall not be entitled to raise any obstruction or objection for the same. The Purchaser/s has/have also examined the layout plans wherein the existing layout recreation garden, the common road, the existing right of way, etc. (as detailed hereinabove) have been demarcated.

11.1.2. The Developer (or the nominee/ third party) shall be entitled to undertake construction on the Larger Land by consuming and utilization the entire Maximum Development Potential available in respect of the Larger Land;

11.1.3. The Developer (or the nominee/ third party) shall be entitled to transfer and create third party rights (in any manner as they may deem fit) in respect of the unsold units/ flats of the said Building and receive consideration in respect thereof;

11.1.4. The Purchaser/s hereby agree/s to give all co- operation as the Developer may require from time to time, both prior to and after taking possession of the said Flat, so as to enable the Developer to complete the development of the Larger Land by utilization of the entire Maximum Development Potential that may become available in respect of the Larger Land from time to time in the manner determined by the Developer; and

11.1.5. The Developer has reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the sanctioned plans and

to the approved layout of the Larger Land, at any time, in the future as it may be deemed necessary and construct a new building in place of the demolished structure/s, and to make such changes in the latest plans being the building plans of New Building and/or to construct additional buildings/ wings, as mentioned herein below to the maximum extent permissible under law PROVIDED HOWEVER THAT such change shall not affect, in any manner whatsoever, the area and the location of the Flat agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give their express and unequivocal consent to the same;

11.1.6. The Developer will, at all times, be entitled to install their logos and/or name boards, corporate signage and/or put-up advertisements boards/ hoarding etc., of their company and/or their group companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as “the Displays”) in one or more places on the Larger Land therein including the open spaces/s, the terraces of the building/s to be constructed on the Larger Land ; the compound walls/ entrance gate; and/or any parts of the building and/or buildings constructed/to be constructed, if they so desire. The Purchaser/s expressly grant their consent to the same and hereby agree that they shall not object to the same. The Developer and/or any of their group companies, will not be liable to make any payment/compensation/fee or any sums by whatever name called to the Purchaser/s;

11.1.7. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer has retained to itself the exclusive right to use any portions of the buildings to be constructed thereon (including Wing B) for erecting and installing Cellular Telecommunication Relay Stations, Pager Relay Stations and other communications relaying stations and to erect and install antenna, boosters and other equipment’s (hereinafter referred to as “the communication equipment”) for facilitating relay of Cellular communication, radio pager services and satellite communications and providing other communications and relays by any and all means and devices; and the Developer shall be entitled to make available the benefit of such communication equipments to the flat holder/occupants in buildings to be constructed on the Larger Land and for the purpose aforesaid, the Developer shall be entitled to enter into appropriate agreements with the persons to whom such benefit shall be made available; and

11.1.8. The Purchaser/s and the occupants of the various units in building to be constructed on the Larger Land shall not change or remove the displays and / or communication equipment so installed under any circumstances and shall give to the Developer and their assignees of the said rights, all necessary co-operation for enabling him/her/them/it to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the common / limited common areas and facilities of the Larger Land for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consents to the same.

11.2. The Developer shall be entitled to exploit the said right at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the displays and the communication equipment, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, the Power/Utility Provider, any other authority, the State Government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MCGM, the State Government, the Central Government and/or other

concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.

- 11.3. It is hereby agreed by and between the Parties hereto that all the unsold flats/premises and incidental car-parking spaces in the building/s to be constructed on the Larger Land shall belong to and vest absolutely in the Developer; and the Developer shall at its option join as Promoter/ Member in respect of such unsold flats/premises.
- 11.4. The Developer shall be entitled to avail financial assistance from any financial institution/bank for the purposes of undertaking development on the Larger Land and the Developer is entitled to mortgage all its rights in the Larger Land or any part thereof including the premises proposed to be constructed thereon.
- 11.5. The Developer shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the Society; Provided further that upon such flats/premises being sold, the Purchaser/s shall be admitted as members of the Society.
- 11.6. In the event the Developer lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold flats/premises in the said Building, it shall be liable to pay to the Society maintenance charges, property taxes and non-occupancy charges in respect of the unsold inventory of the Developer.
- 11.7. The Developer and/or its lessees/licensees/tenants and/or its nominees in respect of the residential flats to be constructed on the Larger Land shall be entitled to use the Common Areas, Amenities & Facilities on the Larger Land alongwith the other flat purchasers of units in the buildings to be constructed on the Larger Land. It is however clarified that the purchaser/s of the shops in the Project including its owners/lessees/licensees/tenants shall not be entitled to use any of the Common Areas, Amenities & Facilities save and except those listed in the Fourth Schedule hereunder written.
- 11.8. It is further agreed that the Developer shall be liable to bear and pay only the municipal taxes, maintenance charges and property tax at actuals in respect of such unsold flats/premises
- 11.9. The aforesaid Clauses are of the essence and shall run with the Larger Land and the Purchaser/s agrees to (a) cause the Society to ratify the aforesaid covenant by way of a resolution in the meeting held of the all the unit holders of the building/s to be constructed on the Larger Land; and (b) the inclusion of such clause in the bye laws of the Society.
- 11.10. The Developer shall be entitled to enter into separate agreements with the purchasers of different units in the New Building for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the units from the original Purchaser/s also.
- 11.11. The Developer have reserved to themselves (and their nominees and assigns) the unfettered and uninterrupted right of way and means of access, over and along all the internal/access roads/pathways/and the ramps in the Larger Land, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use, enjoyment and development of the Larger Land and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding each and every building on the Larger Land;
- 11.12. The Purchaser/s agree/s that the Developer shall be entitled to receive back the refund of IOD deposits and other deposits paid by them to MCGM and other authorities.

12. UNIT PURCHASER/S IN THE PROJECT TO BECOME A MEMBER OF THE SOCIETY

- 12.1. The Purchaser/s is aware that there is an existing Society on a portion of the Larger Land. The Purchaser/s undertakes to become a member of the Society.
- 12.2. The Purchaser/s undertakes to do all acts, deeds, matters and things and sign and execute the application for membership and other papers and documents necessary for becoming a member and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s.
- 12.3. It is agreed that the name of the Society shall remain the same being Vrindavandham 'B' Building Co-Operative Housing Society Limited.
- 12.4. The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats/premises in the Project, if any.
- 12.5. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to admission of members in the Society, including in respect of any documents, instruments, papers and writings, required to be drafted, submitted shall be borne and paid by the Purchaser/s and the Developer shall not be liable toward the same.

13. CONVEYANCE OF THE ADJOINING LAND TO THE SOCIETY

- 13.1. The Purchaser/s is aware that the Society is well and sufficiently entitled to the VBD Property as the owner thereof and the Developer is well and sufficiently entitled to the CTS 19/1/1B and CTS No. 40A and 40B as the owner thereof.
- 13.2. The Developer shall within a period of 3 (Three) months from the date of the obtainment of the Full Occupation Certificate for the Project, execute a sale deed in respect of the structure of Wing A and Wing B in favour of the Society, subject to the Developer having received the entire consideration payable by the allottee/s of the units in the Project. The sale deed shall be subject to such terms, conditions, covenants and undertakings on the part of the Society as may be required to ensure that the rights of the Developer to sell the unsold apartments/ flats/premises and to carry out further developments do not suffer and are protected. The Purchase/s hereby authorises the Developer to draw up the draft of the sale deed and hereby agree to co-operate in the execution thereof.
- 13.3. The Developer shall convey the Adjoining Lands and the Common Areas, Amenities & Facilities of the Larger Land to the Society within a period of [3] ([Three]) months from the date of obtainment of full Occupation Certificate of the last real estate project on the Larger Land provided that the Maximum Development Potential has been consumed.
- 13.4. It is specifically understood and agreed by and between the Parties hereto, as and by way of an essential and integral part of this Agreement and the title to be created in pursuance hereof, that the rights of persons who purchase flats/ units/ premises in the other building/s to be constructed on the Larger Land shall be subject to the rights of the Developer under this Agreement and the document/s of transfer as may be executed to be executed in pursuance hereof and that adequate provisions shall be made in the document/s of transfer to be executed in pursuance of this Agreement, providing inter alia for the terms, conditions and covenants herein set out; the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Developer's Advocates;
- 13.5. The Purchaser/s shall ensure that the Society preserves and maintains the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the MCGM and shall also ensure that the Society complies with all the terms and conditions contained in the permissions granted in respect of the development of the Larger Land by various authorities/ bodies.

- 13.6. The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developer and of the purchasers of the other flats on the Larger Land.
- 13.7. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever, into or over any portion of the Larger Land or Wing B or any part thereof, including the said Flat, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the Flat shall take place in favour of the Purchaser/s on the Purchaser/s becoming a member of the Society.
- 13.8. The Purchaser/s shall not be entitled to transfer or assign the benefit of this Agreement to any third party, until all dues payable by the Purchaser/s to the Developer under this Agreement are fully paid and possession of the Flat has been duly handed over by the Developer to the Purchaser/s.
- 13.9. Within 1 (one) year from the date of receipt of the full occupation certificate in respect of the last building to be constructed on the Larger Land, the Developer shall handover to the Society, the relevant documents including the accounts, available with them which shall be maintained and preserved by the Society.

14. OTHER AMOUNTS AND DEPOSITS

- 14.1. In addition to the Consideration payable in respect of the Flat the Purchaser/s shall be liable to pay to the Developer the statutory charges and Other Amounts and Deposits as set out in Annexure I annexed hereto.
- 14.2. The Developer shall hold the Maintenance Security Deposit as deposit without interest and the Developer shall be entitled to utilize such deposits towards payment of the Outgoings if the Purchaser/s, in breach of his/her/its/their covenant/s to make payment fails to pay the Outgoings on its due dates. In the event of the Purchaser/s making any default in payment thereof regularly, as agreed to herein by him/her/them/it, the Developer will have right to take legal action against the Purchaser/s for recovering the same.
- 14.3. The Purchaser/s shall be liable to bear and pay GST and all other applicable taxes, levies, cess, surcharge, etc. that may be introduced by the Central Government, State Government and local, municipal and judicial and quasi-judicial bodies and authorities on the Other Amounts and Deposits as above.
- 14.4. The Purchaser/s alongwith the Existing Members and other purchaser/s of units in the New Building shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance i.e. the Outgoings in respect of the Larger Land.
- 14.5. The Property Taxes shall be payable in proportion to the floor area of the said Flat vis-a-vis the total area of all the Flats in the Wing B.
- 14.6. Until the Purchaser/s is admitted as a member of the Society and the management of the Larger Land is handed over to the Society, the Purchaser/s shall pay to the Developer his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Developer.
- 14.7. The Purchaser/s further agree/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution per month as may be decided by the Developer from time to time towards the outgoings. The present estimated monthly contribution payable in respect of the said Flat is Rs. [●]/- (Rupees [●] Only) per month excluding taxes as may be applicable.
- 14.8. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly in advance, on the 5th (fifth) day of each

and every month and shall not withhold the same for any reason whatsoever or claim any set-off or lien in relation thereto.

- 14.9. Notwithstanding the aforesaid, in the event of any such default or delay, the Purchaser/s shall be liable to pay Interest at the rate of 18% (eighteen percent) per annum alongwith penalty of an amount of Rs.[●]/- (Rupees [●] only), from the date of the amount becoming due till its actual payment to the Developer and/or the Developer shall have the option for adjusting such arrears against amount from the Advance Maintenance Charges lying with the Developer as mentioned hereinabove.
- 14.10. On execution of the sale deed in respect of the New Building in favour of the Society, the aforesaid deposits less any deductions as provided for in this Agreement (including but not limited to deduction of amounts remaining unpaid to the Developer), shall be paid over by the Developer to the Society.
- 14.11. The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection or any other utility or service for Larger Land or for any other purpose in respect of the Larger Land or any other tax of a similar nature is paid to the MCGM or to the State/ Central Government or becoming payable by the Developer, the same shall be reimbursed by the Purchaser/s to the Developer proportionately. The Purchaser/s agree/s to pay to the Developer such proportionate share of the Purchaser/s within 7 (seven) days of demand in that regard being made by them. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of any form of levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Purchase Price does not include the same.

15. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

- 15.1. The Developer hereby represents and warrants to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate.
- 15.2. The Developer has a clear and marketable title to the Larger Land and has the requisite rights to carry out development upon the Larger Land.
- 15.3. The Developer have 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;
- 15.4. There are no encumbrances upon the Project except those disclosed to the Purchaser/s as on the date of this Agreement;
- 15.5. There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Purchaser/s as on the date of this Agreement;
- 15.6. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and/ or the same shall be revalidated;
- 15.7. The Developer has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 15.8. The Developer has not entered into any agreement for sale and/or any other development agreement or any other agreement / arrangement with any person or party with respect to the Flat, which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- 15.9. The Developer confirms that it is not restricted in any manner whatsoever from selling the Flat to the Purchaser/s in the manner contemplated in this Agreement;
- 15.10. The Developer has 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 Project to the competent Authorities till the Wing B is sold in favour of the Society and thereupon shall be borne by the Society.
- 15.11. 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 Larger Land) has been received or served upon the Developer in respect of the Larger Land except those disclosed to the Purchaser.

16. COVENANTS AND WARRANTIES OF THE PURCHASER/S

- 16.1. The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosever hands the said Flat may come, doth hereby covenant/s with the Developer as follows:
- 16.2. The development being undertaken on the Larger Land shall always be known as "Sainath Vrindavan" and the same shall not be changed neither by the Purchasers nor the Society. Neither the Purchasers nor the Society shall change the names of the building/s which have been constructed/to be constructed on the Larger Land, which name has been decided by the Developer;
- 16.3. TO MAINTAIN the said Premises at Purchasers' costs in good tenantable repair and condition from the date the possession of the said Flat is taken/ the said Flat is notified by the Developer as being ready for use and occupation and shall not do or suffer to be done anything in or to the building in which the said Premises is situated and/or the said Building, and also in the stair-case or lifts or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said Flat is situated and to the said Flat or any part thereof and/ or the Larger Land.
- 16.4. THAT THE ALLOTMENT of the said car parking space/s shall be subject to the superintendence and ratification of the Society.
- 16.5. NOT TO STORE in the Premises or any other part of the Building or the Larger Land any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, lift(s), common passages or any other structure of the Building, including entrances of the Building and in case of any damage is caused to the Building or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- 16.6. TO MAINTAIN from the date the said Flat is notified by the Developer as being ready for use and occupation, at his/her/its/their own cost/s, the said Flat and to carry out all internal repairs to the said Flat and maintain the said Premises in the same condition, state and order in which they were delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to Wing B in which the said Flat are situated or the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Developer local authority and/or other public authority.
- 16.7. NOT TO DEMOLISH or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Flat /elevation and outside colour scheme of the Building and to keep the partitions, sewers, drains and pipes in the said Premises and the building/s on the Larger Land

and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building and the building/s to be constructed on the Larger Land and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural changes in the said Premises without the prior written permission of the Developer. In case on account of any alterations being carried out by the Purchaser/s in the said Premises if any damage to the adjoining flat/car parking space or to the flat/car parking space situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/ penalty ordered to be paid under the Applicable Laws by the Developer and indemnify and keep the Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Developer on account of any complaint or claims being made by the such adjoining flat owner/car parking space user or the purchaser of the flats/user of car parking space above or below or adjacent to the said Flat and the Car Parking Space.

- 16.8. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance obtained by the Developer or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Developer to insure Wing B or flats agreed to be sold to the Purchaser/s or any part of the building/s to be constructed on the Larger Land;
- 16.9. TO ABIDE BY all the bye-laws, Rules and Regulations of the Government, MCGM, MSEDCL and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or applicable laws.
- 16.10. NOT TO THROW dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of Wing B and/or the Larger Land. To segregate or separate the dry garbage/trash and wet garbage/trash as per the rules and regulations of the BMC;
- 16.11. NOT TO enclose the elevation features or chajjas, if any and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the MCGM as an elevation feature free of FSI and cannot be converted as a habitable area of the Flat. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;
- 16.12. TO MAINTAIN the external elevation of the New Building/ building/s to be constructed on the Larger Land in the same form as constructed by the Developer and shall in any manner whatsoever and not to put up, under any circumstances, any construction in the said Premises;
- 16.13. TO SEPARATE the dry and wet garbage and the wet garbage generated in each of the wings to be constructed on the Larger Land shall be treated separately on the Larger Land by the residents/ occupants of each of such wing in the jurisdiction of MCGM.
- 16.14. TO NOT HOLD MCGM liable for failure of mechanical parking system/ car lifts, in future. The Purchaser/s shall collectively take safety measures and maintain the mechanized parking to avoid any mishap and also not hold MCGM responsible for the same.
- 16.15. NOT TO USE the Car Parking Space/s for any other purpose than parking his/her/their own vehicles including which may or is likely to cause nuisance or annoyance to the purchasers/ occupiers of other flats/ units/ premises or for any unauthorized or illegal or immoral purposes/ in violation of any provision of law applicable thereto.
- 16.16. The Purchaser/s shall have no objection for the neighbourhood development with deficient open space in future.

- 16.17. The Purchaser/s shall not hold MCGM liable as regards inadequate size of rooms.
- 16.18. The Purchaser/s shall not complain to MCGM or hold MCGM responsible regarding inadequate maneuvering space for car parking.
- 16.19. TO cause the Society to maintain and preserve the (i) ownership documents, (ii) copies of IOD, CC, subsequent amendments, OCC, BCC, and corresponding canvas mounted plans, (iii) copies of soil investigation reports, (iv) RCC details and canvas mounted structural drawings, (v) structural stability certificate from Licensed Structural Engineer, (vi) supervision certificate issued by the Licensed Site Supervisor, (vii) building completion certificate issued by Licensed Surveyor/Architect, (viii) NOC and completion certificate issued by the C.F.O, and (ix) fire safety audit carried out as per the requirement of C.F.O and also to preserve and maintain subsequent periodic structural audit reports and repair history
- 16.20. To cause the Society to carry out fire safety audit, from time to time, as per the requirement of C.F.O. through the authorized agencies of MCGM and to carry out necessary repairs/structural audit/fire audits at regular intervals.
- 16.21. The Purchaser/s agree/s and undertake/s that prior to commencing any fit out or interior works in the said Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the fit out manual (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the flats), keep deposited with the Developer such sum as a security deposit as may be decided by the Developer and which amount shall be refunded by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out manual or cause/s any damage or nuisance to the said wing in which such flat is situated or any Common Areas, Amenities & Facilities or in any areas adjoining/above/below the said Flat, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising;
- 16.22. 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 use of the said Flat by the Purchaser/s, viz. use for any purpose other than for residential purpose;
- 16.23. TO PAY TO the Developer within 7 (seven) days of demand by the Developer his/her/itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to Wing B.
- 16.24. TO BEAR and pay from the date of the Developer offering possession of the said Flat, his/her/its/their proportionate share that may be determined by the Developer from time to time, of Outgoings. Such payment shall be made by the Purchaser/s on or before the 5th (fifth) day of each and every calendar month in advance whether demand therefor is made or not.
- 16.25. NOT TO USE the said Flat for any purpose other than a private residence and shall use the said Car Parking Spaces for parking his/ their own vehicles only. The Purchaser/s shall park her/his/its/their vehicle only at the designated place and not elsewhere.
- 16.26. NOT TO LET, transfer, assign, or part with the Purchasers' interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Flat or any part thereof until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and possession of the said Flat has been duly handed over by the Developer to the Purchaser/s and only if the Purchaser/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Developer for the purpose. Such transfer shall be only in favour of the transferee as

may be approved by the Developer. In the event of any contravention of what is stated hereinabove in this sub-clause the Developer shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Flat as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

- 16.27. TO OBSERVE AND PERFORM all the rules and regulations which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Developer hereunder including in respect of the Wing A and Wing B and the 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 the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat in Wing B / Wing A and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- 16.28. TO REMOVE any obstruction or nuisance that may be caused by the Purchaser/s in the said Flat / Wing B / Larger Land forthwith on being called upon to do so by the Developer/ Society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer / Society at the costs and consequences of the concerned Purchaser/s.
- 16.29. TO GIVE ALL FACILITIES, assistance and co-operation as may be required by the Developer / Society from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or Flats on the Larger Land including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Developer and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon Wing B/ said Flat or any part thereof to view and examine the state and condition thereof.
- 16.30. TO OBSERVE AND PERFORM all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developer the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 (fifteen) days from receipt of a written notice from the Developer calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Developer such compensation as may be reasonably determined by the Developer in the event of non-compliance by the Purchaser/s with the said notice the Developer shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.
- 16.31. NOT TO DO or omit, suffer or permit to be done any act, deed, matter or thing in relation to the Larger Land including the building/s to be constructed thereon or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Developer and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire Larger Land or which may in any manner cause any damage or injury to the rights/interest of the Developer and/or the persons who have purchased/hold Flats, using parking spaces and other flats/premises and spaces on the Larger Land.
- 16.32. NOT TO PUT UP or install box grills outside the windows of the said Flat or in any other manner do any other act which would in the opinion of the Developer, affect or

detract from the uniformity and aesthetics of the exterior of the building/s to be constructed on the Larger Land.

- 16.33. The Purchaser/s is aware that the New Building has been constructed with deficient open space, as permitted by the MCGM.
- 16.34. The Purchaser/s shall comply with all applicable laws and the terms and conditions contained in the permissions and approvals granted by the MCGM in respect of the layout and the development of the Larger Land including the approvals granted by the Ministry of Environment, Forest and Climate Change, Chief Fire Officer, etc.
- 16.35. The Purchaser/s is aware that in the event that he/she/it obtains a loan from any bank or financial institution for payment of the consideration/Purchase Price (or part thereof) in respect of the Flat, the Purchaser/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Purchaser(s) and will be treated as a breach of the terms of the understanding herein contained. In any event, Developer and/or the financial institution/bank, being the lender to the Developer shall always have the first lien on the Flat in respect of any amount payable by the Purchaser/s to the Developer.
- 16.36. The Purchaser/s hereby represents and warrants to the Developer that the Purchaser(s) declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non-Resident Indian/s as the case may be. The Purchaser(s) understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Purchaser(s)' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Developer with such permissions, approvals, information etc., which would enable the Developer to fulfill the Developer's obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser(s) shall be the Purchaser(s)' sole responsibility. The Developer accepts no responsibility with regard to the same and the Purchaser(s) shall keep the Developer fully indemnified against any claims or losses caused to the Developer for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser(s)' residential status, subsequent to the signing of these presents, it shall be the Purchaser(s)' sole responsibility to intimate the Developer of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser(s) that the Purchaser(s) shall not hold the Developer responsible towards any third party making payments / remittance on the Purchaser(s)' behalf and such third party shall not have any right in the said Flat whatsoever.
- 16.37. The Purchaser/s shall allow the Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Flat or any part thereof for the purpose of repairing any part of Wing B and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for Wing B and also for the purpose of cutting off the supply of water and other services to the Flats of any other flats/premises, in Wing B, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.
- 16.38. The Purchaser(s) agrees that the Purchaser(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Developer may require for safeguarding the interests of the Developer and the other Purchaser/s of flat(s) of Wing B. The Purchaser(s) shall ensure that in the event the Purchaser(s) gives possession of the Flat to any third party by way of lease or License or otherwise with prior written approval from the Developer or common organization, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Developer may

require for safeguarding the interests of the Purchaser(s) of the Flat(s) of the said Building.

16.39. The Purchaser/s hereby covenants with the Developer to pay from time to time and at all times the amounts which the Purchaser/s is liable to pay under this Agreement into the said Account and to indemnify and keep indemnified the Developer and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Developer may suffer as a result of non-payment, non-observance or nonperformance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Purchaser/s or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Flat and during the occupation, use and enjoyment of the Project, the Larger Land, the Common Areas, Amenities & Facilities for Larger Land.

17. INSURANCE BY THE DEVELOPER

17.1. The Developer is required under the Act to have the Project insured by an insurance company. The Purchaser/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Developer shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

18. NOT A GRANT

18.1. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Flat or the Project and/or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned.

19. ENTIRE AGREEMENT

19.1. 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASERS

20.1. 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 Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat, for all intents and purposes.

21. SEVERABILITY

21.1. Both Parties have executed this Agreement after consulting their respective legal advisors and on their interpretation of the provisions of RERA and the Rules made thereunder. The Purchaser/s specifically agrees that the Developer has not made any

representations to the Purchaser/s are regards his/her/its rights and obligations under this Agreement.

21.2. The provisions of this Agreement are not intended to override matters which require determination by the Authority or any other authority under any law including RERA. Any provision of this Agreement touching upon matters required to be determined by any such authority will only act as a representation to such authority of the intention of the Parties in relation to such matter which may be considered by the authority while making such determination.

21.3. If inspite of the aforesaid care and caution exercised by the Parties, any provision of this agreement is held as being invalid illegal or unenforceable then and in that event the invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

22. FURTHER ASSURANCES:

22.1. 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.

23. PLACE OF EXECUTION:

23.1. The Purchaser/s will lodge this Agreement for Registration with Sub- Registrar of Assurance at Mumbai and the Developer's authorized representatives will attend the Sub-Registrar and admit execution thereof after the Purchaser/s inform/s it of the number under which it is lodged for Registration by the Purchaser/s.

24. REGISTRATION

24.1. The Purchaser/s and/or Developer shall lodge/present this Agreement for registration with the Sub-Registrar of Assurances at Mumbai within the time limit prescribed by the Registration Act, 1908 and the Developer through its authorised representative(s) will attend such office and admit execution thereof.

25. JOINT PURCHASERS

25.1. That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

26. WAIVER

26.1. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer.

27. NOTICES

All letters, circulars, receipts and/or notices to be served/sent to the Purchaser/s / Developer and/or on the Purchaser/s shall be deemed to have been duly served if sent to the Purchaser/s / Developer and/or on the Purchaser/s by Registered Post A.D. or

notified Email ID to their respective addresses specified in the Fifth Schedule hereunder written.

28. STAMP DUTY AND REGISTRATION CHARGES:

28.1. The charges towards stamp duty fees and registration charges of this Agreement and incidental charges thereto shall be borne and paid by the Purchaser/s.

29. SOLE REPOSITORY

29.1. This Agreement is the sole repository of the terms and conditions governing the sale of the said Premises to the Purchaser/s and overrides any other terms and conditions hereto before agreed upon between the Developer's and the Purchaser/s which may in any manner be inconsistent with what is stated herein.

29.2. As required by the Income – tax (Sixteen Amendment) Rules, 1998, the Permanent Account No. of the Developer and the Purchaser/s is as set out in the Fifth Schedule hereunder written.

30. DISPUTE RESOLUTION:

30.1. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of Real estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder

31. GOVERNING LAW:

31.1. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF the Developer and the Purchaser/s has/have hereunto set and subscribed her/his/their/its hand/s and seal the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the Larger Land)

Firstly

A portion of all that piece and parcel of the land bearing amalgamated CTS No. 11 admeasuring 4352.99 square meters along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout Recreation Garden admeasuring 647.97 square meters (being 66.67% of the total 967.12 square meters) and Common Internal Access Road admeasuring 288.10 square meters (being 66.67% of the total 430 square meters), situate lying and being at Village Mulund (East), Taluka Mulund and District Mumbai Suburban, Mumbai - 400 081 and bounded as under:

On or towards the North: CTS No. 16 and Mulund Kamlesh CHS Limited;

On or towards the South: DP Road;

On or towards the East: CTS No. 42 and DP Road; On or towards the West: DP Road.

Secondly

All that piece and parcel of land bearing CTS No. 19/1/1B admeasuring 51.90 square meters situate at Village Mulund (East), Taluka Mulund and District Mumbai Suburban, lying and being at Gavanpada Road, Neelam Nagar, Mulund (East), Mumbai – 400 081.

Thirdly

All that piece and parcel of land bearing (i) CTS No. 40A admeasuring 15.60 square meters and (ii) CTS No. 40B admeasuring 10 square meters and admeasuring in aggregate 25.60 square meters or thereabouts, situate, lying and being at Village Mulund (East), Taluka Mulund in Registration Sub-District and District of Mumbai City and Mumbai Suburban, Mumbai – 400 081.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Premises)

Flat No. [●] admeasuring [●] square meters (Rera carpet area) on [●]th floor of the Wing “B” in Sainath Vrindavan which Wing B is being constructed on a portion of the Larger Land and as incidental thereto the right to use [●] car parking/s space/s (mechanical / stack/stilt/podium) .

THE THIRD SCHEDULE ABOVE REFERRED TO

(Details of the Common Area And Facilities and Amenities)

1. Podium
2. Basement
3. Terrace on the top floor
4. Solar Panels
5. Entrance lobby, the common staircase and lifts;
6. Refuge areas on a portion of the 7th and 14th floor of Wing A and Wing B
7. Fire Check Floor areas on the [●] floors.
8. Water tanks
9. Access roads
10. STP
11. Drainage
12. Ramp
13. Terrace
14. Garden
15. Recreation Ground
16. Gates
17. Lift room
18. Rain water harvesting system
19. Security Cabin(s)
20. Parking Floors
21. Service Floors
22. Society Office
23. Meter Room
24. DG set
25. Fitness centre

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Details of the Common Area And Facilities and Amenities which shall be used by the shop owner owners/lessees/licensees/tenants)

1. Water tanks
2. Access roads
3. Drainage
4. Gates
5. Rain water harvesting system
6. Security Cabins
7. Parking Floors
8. Service Floors
9. Society Office
10. Meter Room
11. DG set

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Notice clause)

Sr. No.	Details	Particulars
1.	Correspondence Address for Developer alongwith email id	
2.	Correspondence Address for Purchaser/s alongwith email id	
3.	PAN No. of Developer	
4.	PAN No. and UID of Purchaser/s	

SIGNED SEALED AND DELIVERED) by
the within named Developer)
Sainath Vihaana Realty LLP) by its
Designated Partners)
Mr. _____)

authorized under Resolution) dated
____ day of _____, 202[●])

in the presence of ...)

1.

2.

SIGNED AND DELIVERED) by
the within named Purchaser/s)
Mr./Mrs. _____)

in the presence of ...)

1.

2.

RECEIPT

Received _____ from _____ the _____ within _____ named _____ Purchaser/s
_____, a sum of Rs. _____/-
(Rupees _____ only) being a
portion of the Purchase Price payable by the Purchaser/s in terms of this Agreement for Sale.

We say received

Authorized Signatory

Housiey.com

Annexure "G"
Payment Schedule

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-.

1. (a) The total aggregate consideration amount for the apartment including

garages/covered parking spaces is thus Rs. _____ /-.

1. (b) 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.