

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and executed at Mumbai on this \_\_\_\_day of \_\_\_\_\_ in the year Two Thousand Twenty Four

### **BETWEEN**

**VARDHAN REALITY LTD**, a Company duly incorporated under the provisions of the Companies Act, 1956, having its office at 422, Commerce House, 140, N.M. Road, Fort, Mumbai 400 023, hereinafter referred to as "**THE PROMOTERS/DEVELOPERS**" (which expression unless it be repugnant to the context of the meaning thereof shall be deemed to mean and include its successors-in-title and assigns) of the **ONE PART;**

### **AND**

**1)** \_\_\_\_\_, adult, of Mumbai, Indian Inhabitants, having their address at

\_\_\_\_\_, Mumbai-4000\_\_ Maharashtra, hereinafter referred to as the "**PURCHASER/S/ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors and administrators of the last surviving partner and in the case of a company its successors-in-title) of the **OTHER PART;**

- (a) One Vijay Co-operative Housing Society Ltd was absolute Owner seized and possessed of a piece and parcel of land admeasuring 1672 sq. mtrs. bearing C.T.S. No.1396 of Village - Mulund, Taluka - Kurla situated at Kasturba Road, Mulund (West), Mumbai - 400 080.
- (b) By Indenture of Lease dated 4<sup>th</sup> July, 1938 the said Vijay Co-operative Housing Society Ltd. as Assignor/ Lessor and Smt. Devkabai Lalji Ghelabhai in the name of her son Mr. Kanverji Lalji as the Assignee/Lessee and registered with the office of Sub-Registrar of Assurances at Bombay under Sr. No.3970 of 1939, the said Vijay Co-operative Housing Society Ltd. did thereby assign and demise all that piece and parcel of land admeasuring 1672 sq. mtrs. bearing C.T.S No.1396 of Village Mulund for a period of 999 years commencing from 4<sup>th</sup> July, 1938 to Mr. Kanverji Lalji.
- (c) Thereafter, the said Kanverji Lalji divided the said plot of land No.1904 into sub plot No.196-A admeasuring 877.05 sq. mtrs. or thereabouts and Sub-Plot No.196-B admeasuring 795 sq. mtrs or thereabouts.
- (d) Meanwhile, Khimji Lalji and another had filed Suit No.305 of 1940 against Devkabai, widow of Lalji Ghelabhai and 3 others for administration of the estate of the said Lalji Ghelabhai and the said suit was amicably settled by declaring and creating a trust of the estate of the Late Lalji Ghelabhai by Consent Decree dated 23<sup>rd</sup> September, 1941 whereby the said Trust become the Owner of the said property.
- (e) By Agreement dated 4<sup>th</sup> June, 1975, the said Trust through its Trustees agreed to assign and grant into Mr. Ramji Raisey Peer the said Sub-Plot bearing No.196-B for the residue of the lease period and by Order dated 21<sup>st</sup> August, 1975 passed in Trust Petition No.12 of 1975 the said Agreement dated 4<sup>th</sup> June, 1975 was duly approved.
- (f) Pursuant thereto, the said Mr. Ramji Raisey Peer completed the construction of a building of ground plus upper 3 floors the consisting of 16 flats (now demolished for redevelopment purpose)

in accordance with the plans sanctioned by M.C.G.M. and the said Mr. Ramji Raisey Peer entered into diverse Sale Agreements with the Prospective Purchaser/s/ Allottee/s on Ownership Basis as per the provisions of Maharashtra Ownership of Flat (Regulation, Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA).

- (g) The said Flat Purchaser/s/ Allottee/s formed a Co-operative Housing Society in the name and style of "Mulund Chandravihar Co-operative Housing Society Ltd." and registered the same under No. BOM/HSG/5466 of 1978.
- (h) Thereafter, as per the provisions of MOFA Act by Deed of Assignment dated 28<sup>th</sup> February, 1979 executed between (1) Mrs. Devkabai Lalji, (2) Mrs. Khetbai Lalji, (3) Mr. Damji Khimji Momaya and (4) Fatehchand V. Nagada being the then Trustees of the estate of Lalji Ghelabhai as the Assignors and the said Mr. Ramji Raisey Peer as the Confirming Party and Mulund Chandravihar Co-operative Housing Society Ltd. as the Assignee and registered alongwith Deed of Confirmation dated 9<sup>th</sup> June, 2010 with the office of Sub-Registrar of Assurances at Mumbai under Sr. No.5543 of 2010, the said Assignors did thereby assign and transfer the said Sub-Plot bearing No.196-B admeasuring 955 sq. yards equivalent to 795 sq. mtrs. bearing C.T.S.No.1396 (part) of Village - Mulund, Taluka - Kurla, situated at Kasturba Road, Mulund (West), Mumbai 400 080 in favour of Mulund Chandravihar Co-operative Housing Society Ltd.
- (i) Moreover, by Deed of Assignment(deemed/unilateral) dated 8<sup>th</sup> March 2021 and duly registered with the office of Sub-Registrar of Mumbai at Kurla bearing Registration No. KRL4/ 4868 of 2021 executed between Shri. Pratap Patil as Competent Authority, Vijay CHS Ltd as First Vendor, Kunvarji Lalji, Trustee of the Estate of Lalji Ghelabhai Trust as Second Vendor, The Estate of Lalji Ghelabhai Trust as Third Vendor, Mr. Ramji Raisey Peer as Promoter/Lessee/ Confirming Party and Mulund Chandravihar Cooperative Housing Society Ltd. as the Society, the said Competent Authority unilaterally assigned and transferred the leasehold right, title and interest in respect of Sub-Plot bearing No.196-B admeasuring 955 sq. yards equivalent to 795 sq. mtrs.

or thereabouts bearing C.T.S No.1396 (part) of Village - Mulund, Taluka - Kurla, situated at Kasturba Road, Mulund (West), Mumbai 400 080 more particularly described in the schedule hereunder written in favour of Mulund Chandravihar Cooperative Housing Society Ltd.

- (j) In the premises, Mulund Chandravihar Co-operative Housing Society Ltd. was absolutely entitled to leasehold Sub-Plot No.196-B admeasuring 955 sq. yards equivalent to 795 sq. mtrs. bearing C.T.S No.1396 (part) of Village Mulund, Taluka Kurla, situated at Kasturba Road, Mulund (West), Mumbai 400 080 and more particularly described as Firstly in the Schedule hereunder written.
- (k) The 7/12 extract in respect of the said property has been updated with the name of Mulund Chandravihar Co-operative Housing Society Ltd. recorded in "Other Rights" column of the said 7/12 extract, however Property Register Card in respect of the said property still stands in the name of Vijay Co-operative Housing Society Ltd.
- (l) By Development Agreement dated 10<sup>th</sup> December, 2008 executed between Mulund Chandravihar Co-operative Housing Society Ltd. as Owners and Vardhan Reality Ltd as the Developers and registered alongwith Deed of Confirmation dated 4<sup>th</sup> January, 2010 with the office of Sub-Registrar of Assurances at Mumbai under Sr. No. BDR7-00124 of 2010, the said Mulund Chandravihar Co-operative Housing Society Ltd. granted the development-cum-sale rights in respect of the said property more particularly described as Firstly in the schedule hereunder written to Vardhan Reality Ltd, the Promoters/Developers herein on the terms and conditions more particularly therein contained.
- (m) Pursuant thereof, you have obtained Intimation of Disapproval (IOD) on 20<sup>th</sup> August, 2021 bearing no. CE/5151/BPES/AT/IOD/1/NEW and Commencement Certificate (CC) on 21<sup>st</sup> October, 2022 bearing no. CE/5151/BPES/AT/FCC/1/NEW in respect of the said property more particularly described as Firstly in the schedule hereunder written.
- (n) Accordingly, Vardhan Reality Ltd., the Promoters/Developers herein, are entitled to redevelop the said Sub-Plot No.196-B

admeasuring 795 sq. mtrs. or thereabouts bearing C.T.S No.1396 (part) of Village Mulund, Taluka Kurla, situated at Kasturba Road, Mulund (West), Mumbai 400 080 more particularly described as Firstly in the Schedule hereunder written.

- (o) Similarly, by Deed of Conveyance (deemed/unilateral) dated 31<sup>st</sup> December, 2012 and duly registered with the office of Sub-Registrar of Assurances Mumbai at Kurla bearing Registration No. KRL3/ 496 of 2013 executed between Vijay CHS Ltd. through Shri. Vilas Gawade as Vendors/Competent Authority, M/s. Jayashree Construction Company as Promoters/Developers through Shri. Vilas Gawade as the Confirming Party, Mrs. Manjula Laxmichand Chedda as the Legal heir of the confirming party through Shri. Vilas Gawade and Mulund Mahavir Cooperative Housing Society Ltd. as the Purchaser/s/ Allottee/s/the Society, the said Competent Authority unilaterally assigned and transferred the right, title and interest in respect of Sub-Plot bearing No. 195-B admeasuring 739.50 sq. mtrs. bearing C.T.S. No. 1398/B-1 of Village - Mulund, Taluka - Kurla together with building standing thereon of ground plus 3 upper floors consisting of 12 residential premises and 4 commercial shops situated at Sevaram Lalwani Road, Mulund (West), Mumbai-400080 in favour of Mulund Mahavir Cooperative Housing Society Ltd., however wrongly stating the area of the said plot as 760.30 sq. mtrs. bearing C.T.S. No. 1398/A.
- (p) By Deed of Rectification dated 22<sup>nd</sup> September, 2014 duly registered with the office of Sub-Registrar of Assurances of Mumbai at Kurla bearing Registration No. KRL2/9643 of 2014 executed between Vijay CHS Ltd. through Shri. Vilas Gawade as Vendors/Competent Authority, M/s. Jayashree Construction Company as Promoters/Developers through Shri. Vilas Gawade as the Confirming Party, Mrs. Manjula Laxmichand Chedda as the Legal heir of the confirming party through Shri. Vilas Gawade and Mulund Mahavir Cooperative Housing Society Ltd. as the Purchaser/s/ Allottee/s/the Society, the parties thereto corrected the description and schedule of the said conveyance as Sub-Plot No. 195-B admeasuring 739.50 sq. mtrs. bearing C.T.S No. 1398/B-1 of Village-Mulund, Taluka-Kurla which corresponds with

the schedule more particularly stated as Secondly in the schedule hereunder written.

- (q) Accordingly, Mulund Mahavir Co-operative Housing Society Ltd. was absolute owner seized and possessed and/or well and sufficiently entitled to all that piece and parcel of plot of land being Sub-Plot No. 195-B admeasuring 739.50 sq. mtrs. or thereabouts bearing C.T.S. No. 1398/B/1 of Village-Mulund, Taluka - Kurla together with building standing thereon of ground plus 3 upper floors consisting of 12 residential premises and 4 commercial shops (now demolished for redevelopment purpose) situated at Sevaram Lalwani Road, Mulund (West), Mumbai-400080 more particularly described as Secondly in the Schedule hereunder written.
- (r) The Property Register Card in respect of the said property has been mutated in the name of Mulund Mahavir Co-operative Housing Society Ltd.
- (s) By Development Agreement dated 11<sup>th</sup> July, 2022 executed between Mulund Mahavir Co-operative Housing Society Ltd. as the Society and Vardhan Reality Ltd. as the Developers and registered with the office of Sub-Registrar of Assurances at Mumbai at Kurla under Sr. No. KRL-4/14671 of 2022, the said Mulund Mahavir Co-operative Housing Society Ltd. granted the development-cum-sale rights in respect of the said property more particularly described as Secondly in the schedule hereunder written to the Developers on the terms and conditions more particularly therein contained. The said society has also executed a Power of Attorney of the even date in favour of the Developers as well as its Directors for carrying out redevelopment of the said property.
- (t) In the premises aforesaid, the Promoters/Developers herein are seized and possessed of and/or otherwise well and sufficiently entitled to redevelop all the piece and parcel of land or ground Sub-Plot No.196-B admeasuring 795 sq. mtrs. or thereabouts bearing C.T.S No.1396 (part) of Village Mulund, Taluka Kurla, situated at Kasturba Road, Mulund (West), Mumbai 400 080 more particularly described in as Firstly in the Schedule hereunder written and Sub-Plot No. 195-B admeasuring 739.50 sq. mtrs. or thereabouts bearing C.T.S. No. 1398/B/1 of Village-Mulund, Taluka

- Kurla situated at Sevaram Lalwani Road, Mulund (West), Mumbai-400080 more particularly described in as Secondly in the Schedule hereunder written.

- (u) The Promoters/Developers herein thereafter decided to amalgamate the said property more particularly described as Firstly in the schedule hereunder written i.e. Sub-Plot No.196-B admeasuring 795 sq. mtrs. or thereabouts bearing C.T.S No.1396 (part) of Village Mulund with the adjoining property more particularly described as Secondly in the schedule hereunder written i.e. Sub-Plot No. 195-B admeasuring 739.50 sq. mtrs. or thereabouts bearing C.T.S. No. 1398/B/1 of Village-Mulund for amalgamated redevelopment purpose. (hereinafter referred to as "**the said amalgamated property**")
- (v) The buildings/structures in the said amalgamated property known as "Mulund Chandravihar" and "Mulund Mahavir" which were in the exclusive use and occupation of various members have been vacated by the members and possession of the premises of the respective members having been handed over by the members to the Promoters/Developers for demolition the Promoters/Developers have since demolished the same and commenced redevelopment in terms of the sanctions received from the Planning Authority;
- (w) The Promoters/Developers have appointed ' \_\_\_\_\_ ' as an Architect registered with the Council of Architects and have appointed ' \_\_\_\_\_ ' as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters/Developers accept the professional supervision of the said Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of development of the said amalgamated property.
- (x) A Certificate of Title dated 27<sup>th</sup> March,2023 issued by Mr. Sharad Wakchoure, Advocate in respect of the said amalgamated property is hereto annexed and marked as **Annexure "A"**;
- (y) The Promoters/Developers have entered into a standard Agreement with \_\_\_\_\_, Architects, registered with the

Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

- (z) The Promoters/Developers have also appointed \_\_\_\_\_, as Structural Engineer for preparation of structural designs and drawings of the said Buildings (as defined hereinafter).
- (aa) The Purchaser/s/Allottee/s has/have accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoters/Developers for the purpose of construction and completion of the said Buildings and till the completion of development on the said property.
- (bb) The Promoters/Developers have till date obtained the following permissions and approvals for development of the said amalgamated property as under:
- a) Amalgamation Order dated 12<sup>th</sup> January, 2023 bearing No./Out No. Mumbai/T-V/Dy.R/B-2/K.K-17&N-16/2289/2023 (**Annexure "B"**).
  - b) Intimation of Disapproval (IOD) dated \_\_\_\_\_ bearing No. \_\_\_\_\_ further amended on 1<sup>st</sup> September, 2023 bearing No. CE/5151/BPES/AT/337/4/Amend (**Annexure "C"**)
  - c) Commencement Certificate (C.C.) dated \_\_\_\_\_ bearing No. \_\_\_\_\_ And further Further Commencement Certificate (C.C.) dated 21<sup>st</sup> December, 2023 bearing No. CE/5151/BPES/AT/FCC/1/Amend (**Annexure "D"**)
- (cc) After having obtained the said requisite sanctions from the Concerned Authorities, all the members of the said amalgamated property have vacated their respective premises and the said two societies have handed over vacant and peaceful possession of the said amalgamated property to the Promoters/Developers and pursuant thereto the Promoters/Developers have already demolished the old buildings and have commenced construction of a new multi storeyed building to be known as "**VARDHAN BLISS**" on the said amalgamated property in accordance with the sanctioned building plans and permissions granted in that behalf.

- (dd) Accordingly, the Promoters/Developers have inter-alia, for the time being proposed the construction of a multi-storeyed building consisting of Two Wings i.e. A and B Wings of Stilt + \_\_\_Podium+ E-Deck+ 18 Floors which is likely to be increased at least upto \_\_\_floors due to uploading of additional FSI. The said building shall be known as "**VARDHAN BLISS**". The Promoters/Developers shall obtain the remaining approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building. The Promoters/Developers propose to construct building namely Vardhan Bliss on the said property in the manner as per the plans approved or to be approved by the concerned authority with such amendments and alternations as may be permitted by the authorities concerned. In the said building "B" Wing is for the rehabilitation of existing certified Occupants and the "A" Wing of the said building is of Sale Component Area.
- (ee) The Promoters/Developers by itself/themselves or through or with their nominees or associate or group sister concern/s are entitled to, have acquired and/or propose to acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said property and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said property and/or sub-divide the same and/or include the same in the presently sanctioned scheme in the manner as they may deem fit. Accordingly, whenever necessary, the sanctioned layout has/will be amended from time to time. The Purchaser/s/Allottee/s has/have been explained the proposed Common Layout Plans and the Purchaser/s/Allottee/s has/have given his/her/their free and informed consent for the changes as may be necessary in the Buildings Plans and in the Common Layout Plan.
- (ff) In view of the aforesaid, reference to the entire project in this Agreement, shall be deemed to mean and include the development of the said entire area either nearby contiguous, adjacent and adjoining or at a distance being the properties acquired/may be acquired in future and construction thereon wherever the context so permits or requires as part of the said entire Project.

- (gg) This Agreement relates only to the said "A" Wing of the **VARDHAN BLISS** building which as per the current approved plan comprises of Ground and 18 upper floors (hereinafter referred to as "the said Wing");
- (hh) The said building is being constructed on the said property as shown on the plan hereto annexed and marked as **Annexure "E"** as surrounded by red coloured boundary lines.
- (ii) The Promoters/Developers intend that a new society/ Organization / Association will be formed (hereinafter referred to as "the society/ Organization/Association") which will look after, manage and maintain the common areas, common roads, common service lines including drainage, gas, electric water pipe lines, cable and other service lines, common amenities, common garden in the said property. The Purchaser/s/Allottee/s along with other buyers of apartments in the said Wing/s shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as "the said Organization"). The Promoters/Developers intends to convey and transfer the said land together with the said Wing/s in accordance with the applicable law, either by way of conveyance/assignment/ lease or otherwise, as may be permissible under applicable laws, as may be thought fit at the relevant point of time in the circumstances of the case.
- (jj) It is clarified that though a Conveyance of the said property will be executed in favour of the society/Organization after the entire said property is fully developed, however for the purpose of amendment to the sanctioned layout on account of amalgamation of certain additional area into the sanctioned scheme the said property shall continue to be part of layout for the purpose of calculation of the Floor Space Index (FSI) thereof including any increase thereto under any scheme or project of Central/ State Government or Municipal Corporation for Greater Mumbai or any other authorities, whether in force or proposed or otherwise and the benefit of FSI/TDR that is transferred and permitted to be consumed (whether on the date hereof or at any time hereafter) in relation to the said entire Project is consumed fully;

- (kk) The Promoters/Developers have sole and exclusive right to sell the Flats in the said A-Wing to be constructed by the Promoters/Developers on the said property and to enter into Agreement/s with the Purchaser(s)/Allottee(s) of the Flats and to receive and appropriate the sale consideration in respect thereof.
- (ll) The Purchaser(s)/Allottee(s) has/have taken full, free and complete inspection of all the documents of title relating to the said property, sanctions, permissions, approvals, including the sanctioned plans and the proposed common layout plan with adjoining lands/plots and also the designs, specifications of the said Flat prepared by the Promoters/Developers Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Acts") and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s/Allottee/s has/have fully satisfied himself/ herself/ themselves/itself about the same.
- (mm) The Purchaser/s/Allottee/s is/are desirous of purchasing a residential **Flat bearing No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters Rera carpet area equivalent to \_\_\_\_\_ square feet Rera carpet area on the \_\_\_\_\_ **Floor** of the '**A**' Wing of the "**Vardhan Bliss**" building ("**the said Flat**") on the terms and conditions and the consideration specified hereinafter. The RERA carpet area of the said premises means the net usable floor area of the premises, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (nn) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and

all applicable laws and the Purchaser/s/Allottee/s, having perused all the necessary documents, deeds, and writings related to title of the Promoters/Developers to the said property and the said building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Wing and the said building, is/are desirous of purchasing from the Promoters/Developers the said Flat on the terms and conditions and for the consideration specified hereinafter.

(oo) The said project has been registered as a 'Real Estate Project' ("the Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") 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 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. \_\_\_\_\_ dated \_\_\_\_\_ for the Project. A copy of the said Rera Certificate dated \_\_\_\_\_ is annexed as **ANNEXURE-"F"** hereto.

(pp) Prior to the execution of these presents, the Purchaser/s/Allottee/s has/have paid to the Promoters/Developers a sum of Rs. \_\_\_\_\_/- (Rupees - \_\_\_\_\_ Only) being booking amount for the Flat agreed to be sold by the Promoters/Developers to the Purchaser/s/Allottee/s (the payment and receipt whereof the Promoters/Developers do hereby admit and acknowledge) and the Purchaser/s/ Allottee/s has/have agreed to pay to the Promoters/Developers the balance of the sale consideration in the manner hereinafter appearing.

(qq) Under Section 4 of the MOFA Act and Section 13 of the said RERA Act, the Promoters/Developers is required to execute a written Agreement for Sale of the said Flat with the

Purchaser/s/Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

(rr) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Developers hereby agree to sell and the Purchaser/s/Allottee/s hereby agree/s to purchase the said Flat.

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

1. The Promoters/Developers shall construct the said buildings as per the present sanction and subject to amendment consisting of Stilt = + Ground and 18 upper floors on the project land in accordance with the plans, designs and specifications as approved/amended by the concerned local authority from time to time.
2. The Purchaser/s/Allottee/s hereby agree/s to purchase from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Purchaser/s/Allottee/s **a residential Flat No. \_\_\_\_\_** admeasuring \_\_\_\_\_ sq. meters Rera carpet area equivalent to \_\_\_\_\_ sq. ft. Rera carpet area on \_\_\_\_\_ floor in 'A' Wing in the building to be constructed on the said property to be known as "**VARDHAN BLISS**" as shown in the Floor plan thereof hereto annexed and marked **Annexure's "G"** for the lumpsum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only.). The nature, extent and description of the common areas and facilities are more particularly described in the **Second Schedule** annexed herewith.
3. The Purchaser/s/Allottee/s has/have paid on or before execution of this Agreement \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance payment or application fee and hereby agrees to pay to that Promoters/Developers the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner:

**SCHEDULE OF PAYMENT**

<b>Sr. No.</b>	<b>Stage of Payment</b>	<b>%</b>
1	On or Before Execution of Agreement for Sale	10%
2	On Completion of the plinth	35%
3	On completion of the 1 <sup>st</sup> slab	2.5%
4	On completion of the 3 <sup>RD</sup> slab	2.5%
5	On completion of the 5 <sup>th</sup> slab	2.5%
6	On completion of the 7 <sup>th</sup> slab	2.5%
7	On completion of the 10 <sup>th</sup> slab	2.5%
8	On completion of the 12 <sup>th</sup> slab	2.5%
9	On completion of the 14 <sup>th</sup> slab	2.5%
10	On completion of the 15 <sup>th</sup> slab	2.5%
11	On completion of the 16 <sup>th</sup> slab	2.5%
12	On completion of the 17 <sup>th</sup> slab	1.5%
13	On completion of the 18 <sup>th</sup> slab	1%
14	On Completion of the Walls of the said flat.	2.5%
15	On Completion of the Internal Plaster and flooring of the said flat.	2.5%
16	On Completion of the staircases, lift wells, upto the floor level of the said Flat/Apartment.	5%
17	On completion of the external plaster of the said Flat/Apartment.	5%
18	On completion of the plinth protection and paving of areas appertain.	5%
19	On completion of the lifts.	5%
20	AT the time of handing over of the possession of the Flat to the Purchaser/s/Allottee/s.	5%
	<b>TOTAL</b>	<b>100%</b>

4. The Purchaser/s/Allottee/s hereby has/have opted not to purchase from the Promoter any Parking Space (being constructed in the layout)

5. The Total Price above excludes Taxes (consisting of tax paid or payable way of Value Added Tax, Service Tax, GST and Cess, Property Tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the said flat.
6. The Total Price is escalation-free, save and except escalations/ increases due to price increase in cement, sand, steel, bricks and other necessary material etc. and also due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters/Developers undertake and agree that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s/Allottee/s, which shall only be applicable on subsequent payments.
7. The Promoters/Developers may allow, in its/their sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s/Allottee/s by discounting such early payments @ 10.50 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser/s/Allottee/s by the Promoters/Developers.
8. The Promoters/Developers shall confirm the final carpet area that has been allotted to the after the construction of the Building is complete and the Part/Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money paid by

Purchaser/s/Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s/Allottee/s. If there is any increase in the carpet area allotted to Purchaser/s/Allottee/s, the Promoters/Developers shall demand additional amount from the Purchaser/s/Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

9. The Purchaser/s/Allottee/s authorize/s the Promoters/Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters/Developers may in its/their sole discretion deem fit and the Purchaser/s/Allottee/s undertake/s not to object/demand/direct the Promoters/Developers to adjust his/her/their payments in any manner.
10. The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the 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/Allottee/s, obtain from the concerned local authority Part/Occupancy and/or Completion Certificate in respect of the Flat/Apartment.
11. Time is essence for the Purchaser/s/Allottee/s. Time is also essence for the Promoters/Developers subject to force majeure circumstances (Circumstances beyond their control). The Promoters/Developers will try their level best to abide by the time schedule for completing the project and handing over the [Flat] to the Purchaser/s/Allottee/s and the common areas to the association of the Purchaser/s/Allottee/s after receiving the Part/Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Purchaser/s/Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided herein.

12. The Promoters/Developers hereby declare that the project land admeasures 1534.50 square meters only as on date and Promoters/Developers have planned to utilize Floor Space Index of 4.498 and an additional 35% by way of Fungible F.S.I. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters/Developers have disclosed the Floor Space Index of 4.498 and an additional 35% by way of Fungible F.S.I. as proposed to be utilized by them on the project land in the said Project and Purchaser/s/Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of apartments to be carried out by the Promoters/Developers by utilizing the proposed FSI as well as additional FSI which may be available in future and on the understanding that the declared proposed FSI/increased FSI, if any, shall belong to Promoters/Developers only.
13. If the Promoters/Developers fail/s to abide by the time schedule for completing the project and handing over the [Flat] to the Purchaser/s/Allottee/s, subject to future majeure circumstances the Promoters/Developers agree to pay to the Purchaser/s/Allottee/s, who does not intend to withdraw from the project, simple interest as 6% per annum on the amounts paid by the Purchaser/s/Allottee/s beyond plinth Level, for every month of delay, till offering possession of the said flat. The Purchaser/s/Allottee/s agree/s to pay to the Promoters/Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s/Allottee/s to the Promoters/Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s/Allottee/s to the Promoters/Developers.
14. Without prejudice to the right of Promoters/Developers to charge interest in terms of sub clause 13 above, on the Purchaser/s/Allottee/s committing default in payment on due date

of any amount due and payable by the Purchaser/s/Allottee/s to the Promoters/Developers under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s/Allottee/s committing three defaults of payment of installments, the Promoters/Developers shall at their own option, may terminate this Agreement and forfeit \_\_\_% of the part consideration paid till date and refund the balance to Purchaser/s/Allottee/s as stated hereafter;

Provided that, Promoters/Developers shall give notice of fifteen (15) days in writing to the Purchaser/s/Allottee/s, by Registered Post AD at the address provided by the Purchaser/s/Allottee/s and mail at the e-mail address provided by the Purchaser/s/Allottee/s, of termination of this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s/Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters/Developers within the period of notice then at the end of such notice period, the said Agreement will be automatically to be considered as terminated and cancelled.

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

15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoters/Developers in the said building and the Flat as are set out in **Annexure 'H'**, annexed hereto.
16. The Promoters/Developers shall give possession of the Flat to the Purchaser/s/Allottee/s on or before 31/12/2026. If the Promoters/Developers fail or neglect to give possession of the Flat

to the Purchaser/s/Allottee/s by the aforesaid date however excluding the period of force majeure circumstances beyond their control, then the Promoters/Developers shall be liable on demand to refund to the Purchaser/s/Allottee/s the amounts already received by it in respect of the Flat with interest at the same rate as may mentioned hereinabove from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters/Developers shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed by force circumstances not limited to –

- (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.

17. Procedure for taking possession - The Promoters/Developers, upon obtaining the Part/Occupancy Certificate from the Competent Authority and the payment made by the Purchaser/s/Allottee/s as per the agreement shall offer in writing the possession of the Flat, to the Purchaser/s/Allottee/s in terms of this Agreement to be taken within 30 days (one month from the date of issue of such notice and the Promoters/Developers shall give possession of the [Flat] to the Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s agree/s to pay the maintenance charges as determined by the Promoters/Developers or association of Purchaser/s/Allottee/s, as the case may be. The Promoters/Developers on its behalf shall offer the possession to the Purchaser/s/Allottee/s in writing within 30 days of receiving the Part/Occupancy Certificate of the Project.

18. The Purchaser/s/Allottee/s shall take possession of the Flat within 30 days of the written notice from the Promoters/Developers to the Purchaser/s/Allottee/s intimating that the said Flat is ready for use and occupancy.

19. Failure of Purchaser/s/Allottee/s to take Possession of said Flat- Upon receiving a written intimation from the

Promoters/Developers as per clause 18, the Purchaser/s/Allottee/s shall take possession of the said flat from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Developers shall give possession of the said flat to the Purchaser/s/Allottee/s. In case the Purchaser/s/Allottee/s fail/s to take possession within the time provided in Clause 18, such Purchaser/s/Allottee/s shall continue to be liable to pay maintenance charges as applicable.

20. If within a period of five years from the date of handing over the Flat to the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s bring/s to the notice of the Promoters/Developers any structural defect in the Flat, then, wherever possible such defects shall be rectified by the Promoters/Developers.
21. The Purchaser/s/Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business (strike of which is not applicable). he/she/they shall use the garage or parking space, if allotted or purchased, only for purpose of keeping or parking his/her own vehicle.
22. The Purchaser/s/Allottee/s along with other Purchaser/s/Allottee/s of Flats in the building shall join in forming and registering the Society or Association or a Limited Company/Apex body to be known by such name as the Promoters/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven (7) days of the same being forwarded by the Promoters/Developers to the Purchaser/s/Allottee/s, so as to enable the Promoters/Developers to register the common organisation of Purchaser/s/Allottee/s. No objection shall be taken by the

Purchaser/s/Allottee/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

23. The Promoters/Developers shall, within three months of obtaining Part/Occupation Certificate and receiving the entire consideration, taxes and other ancillary amounts from all the Purchaser/s/Allottee/s of the said Project and on completion of the entire project and within 12 months from thereof cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters/Developers in favour of such Society or Association or Organization or Limited Company as the case may be.
  
24. Within 30 days after notice in writing is given by the Promoters/Developers to the Purchaser/s/Allottee/s that the Flat is ready for use and occupancy, the Purchaser/s/Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges, development charges, property taxes or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s/Allottee/s shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined by the Promoters/Developers. The Purchaser/s/Allottee/s further agree/s that till the Purchaser/s/Allottee/s share is/are so determined the Purchaser/s/Allottee/s shall pay to the Promoters/Developers provisional monthly contribution \_\_\_\_/- per month as may be terminated by Promoters/Developers towards the outgoings. The amounts so paid by the Purchaser/s/Allottee/s to the Promoters/Developers shall not

carry any interest and remain with the Promoters/Developers until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters/Developers to the Society or the Limited Company, as the case may be.

25. The Purchaser/s/Allottee/s shall on or before delivery of possession of the said Flat keep deposited with the Promoters/Developers, the following amounts:-

- (i) Rs.600/- for share money, application entrance fee of the Society/Organization/ Limited Company/Federation/.
- (ii) Rs.10,000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs.8/- Per sq ft per month on carpet area for 12 Months for proportionate share of taxes in respect of the said Flat/Apartment payable to Promoters/Developers/ Society or Limited Company/Federation/Apex body.
- (iv) Rs.5/- Per sq ft per month on carpet area for 12 Months for proportionate share of Maintenance and other charges in respect of the said Flat/Apartment payable to Promoters/Developers/ Society or Limited Company/ Federation/Apex body.
- (v) Rs.35,000/- For Deposit towards Water and Electric meter in respect of the said Flat/Apartment/Society or Limited Company/ Federation/Apex body.
- (vi) Rs.150/- Per sq ft on carpet area for Infrastructure and Development Cost of the Project of the Society or Limited Company/Federation.
- (vii) Rs.15,000/- for Legal charges of the Advocate.

26. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s/Allottee/s shall pay to the Promoters/Developers, the Purchaser/s/Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s/Allottee/s shall pay to the Promoters/Developers, the Purchaser/s/Allottee/s share of stamp duty and registration charges payable, by the said Society/Company/Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the said Society/Company/Association.

27. **REPRESENTATIONS OF THE PROMOTERS/DEVELOPERS:**

The Promoters/Developers hereby represent to the Purchaser/s/Allottee/s as follows:

- (i) The Promoters/Developers have clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoters/Developers 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;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- (iv) There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Promoters/Developers have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoters/Developers have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s/Allottee/s under this Agreement;
- (viii) The Promoters/Developers confirm that the Promoters/Developers are not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s/Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed/Lease Deed of the said land and the said building to the association of Purchaser/s/Allottee/s, the Promoters/Developers shall handover lawful, vacant,

peaceful, physical possession of the common area of the said Building to the Association of the Purchaser/s/Allottee/s;

- (x) The Promoters/Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters/Developers in respect of the project land and/or the Project except those disclosed in the title report.

**28. REPRESENTATIONS OF THE PURCHASER/S/ALLOTTEE/S:**

The Purchaser/s/Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenant/s with the Promoters/Developers as follows:-

- (i) To maintain the Flat at the Purchaser/s/Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or 30 days of its been offered to Purchaser/s/Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to

damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s/Allottee/s in this behalf, the Purchaser/s/Allottee/s shall be liable for the consequences of the breach.

- (iii) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters/Developers to the Purchaser/s/Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s/Allottee/s committing any act in contravention of the above provision, the Purchaser/s/Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams,

walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters/Developers and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- (vii) Pay to the Promoters/Developers within fifteen days of demand by the Promoters/Developers, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s/Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) The Purchaser/s/Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s/Allottee/s to the Promoters/Developers under this Agreement are fully paid up.
- (x) The Purchaser/s/Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited

Company or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xi) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Company, the Purchaser/s/Allottee/s shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said wing/buildings or any part thereof to view and examine the state and condition thereof.

(xii) Till a Conveyance/Lease of the project land on which the building in which Flat is situated is executed in favour of the Society/Limited Company, the Purchaser/s/Allottee/s shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

29. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Purchaser/s/Allottee/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or association or Company or towards the out

goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters/Developers until the project land is transferred to the Society/Limited Company as hereinbefore mentioned. The Purchaser/s/Allottee/s shall not raise any objection if the portion of basement falling in rehab plot is required to rehab society for repair/re-development of rehab building in future.

31. **PROMOTERS/DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

(i) The Promoters/Developers have availed Construction Finance from \_\_\_\_\_ upon the sanctioned terms and conditions for which they have created charge on said Property more particularly described as Firstly and Secondly in the schedule hereunder written being Project known as "Vardhan Bliss" registered with MahaRera under RERA Registration No - P51800024821.

(ii) In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated \_\_\_\_\_ executed between the Promoters/Developers as Mortgagor and \_\_\_\_\_ Bank Ltd. As Mortgagee and have created a Mortgage on the Project "Vardhan Bliss" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated \_\_\_\_\_ is registered with Office of Joint Sub Registrar Sub-Registrar of Assurances, \_\_\_\_\_ under Serial No. \_\_\_\_\_.

(iii) The Purchaser/s/Allottee/s do and each of them doth hereby agree that in event the consideration payable by the Purchaser/s/Allottee/s unto the Promoters/Developers herein, as required by the \_\_\_\_\_ Bank, then the same shall be

transferred into the designated "Vardhan Reality Ltd Vardhan Bliss RERA Collection Account- \_\_\_\_\_" being opened by the Promoters'/Developers' with the \_\_\_\_\_ Bank.

- (iv) After the Promoters/Developers execute this Agreement, it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/Allottee/s who has/have taken or agreed to take such Flat.

### 32. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s/Allottee/s by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Purchaser/s/Allottee/s until, firstly, the Purchaser/s/Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s/Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar. If the Purchaser/s/Allottee/s fail/s to execute and deliver to the Promoters/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s/Allottee/s and/or appear before the Sub-Registrar for its registration application of the Purchaser/s/Allottee/s may be treated as cancelled and the Promoters/Developers shall be entitled to forfeit all sums deposited by the Purchaser/s/Allottee/s in connection therewith including the booking amount.

### 33. **ENTIRE AGREEMENT**

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

34. **RIGHT TO AMEND**

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

35. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S**

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 Purchaser/s/Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

36. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

38. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to

effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**39. PLACE OF EXECUTION**

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

40. The Purchaser/s/Allottee/s shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Purchaser/s/Allottee/s and Promoters/Developers will attend such office and admit execution thereof.

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

**Name of Purchaser/s/Allottee/s :**

**Mr.** \_\_\_\_\_/

\_\_\_\_\_/

\_\_\_\_\_/

**Notified Email ID:** \_\_\_\_\_

**Promoters/Developers Address**

Vardhan Reality Ltd ,  
Office No.7, Ground Floor,  
Suryamahal, 5 B.B. Marg,  
Off. N.M. Road, Fort,

Mumbai 400 023

**Notified Email ID:** \_\_\_\_\_

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

**42. JOINT PURCHASER/S/ ALLOTTEE/S**

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

**43. STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s/ Allottee/s.

**44. DISPUTE RESOLUTION:-**

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

**45. GOVERNING LAW**

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the said amalgamated property)**

**FIRSTLY:**

All that piece or parcel of land bearing Sub-Plot No.196-B admeasuring 955 sq. yards equivalent to 795 sq. mtrs. or thereabouts bearing C.T.S No.1396 (part) of Village - Mulund, Taluka - Kurla together with building standing thereon of ground plus 3 upper floors consisting of 16 residential premises (now demolished for redevelopment purpose) situated at Kasturba Road, Mulund (West), Mumbai 400 080, within the registration District of Mumbai Suburban and within the limits of Municipal Corporation of Greater Mumbai.

**SECONDLY:**

All that piece and parcel of plot of land bearing Sub-Plot No. 195-B admeasuring 739.50 sq. mtrs. or thereabouts bearing C.T.S. No. 1398/B/1 of Village - Mulund, Taluka - Kurla together with building standing thereon of ground plus 3 upper floors consisting of 12 residential premises and 4 commercial shops situated at Sevaram Lalwani Road, Mulund (West), Mumbai-400080 within the registration District of Mumbai Suburban and within the limits of Municipal Corporation of Greater Mumbai.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Common/Limited common areas and facilities)**

1. Automatic Passenger elevator - 2 No's.
2. One Society Office.
3. Fire Fighting System
4. Earthquake resistant RCC Design.
5. Rainwater Harvesting
6. Land scaping
7. Common areas like entrance lobby lifts, staircase, common passage leading to Apartment, top terrace, water tanks, peripheral open space etc.



SIGNED, SEALED AND DELIVERED )  
by the withinnamed )  
**"THE PROMOTERS/DEVELOPERS"** )  
**VARDHAN REALITY LTD** )  
Through its authorized Director )  
**MR. ASHOK B. VARDHAN** )  
in the presence of ..... )  
1. )  
2. )

SIGNED AND DELIVERED )  
By the with in named )  
**"THE PURCHASER/S/ALLOTTEE/S"** )  
**MR. \_\_\_\_\_** )  
in the presence of.... )  
1. )  
2. )



**RECEIPT**

**RECEIVED** of and from the within named Purchaser/s/  
Allottee/s, Mr. \_\_\_\_\_ a Cheque Number \_\_\_\_\_ dated  
\_\_\_\_\_ drawn on \_\_\_\_\_ Bank of Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ Only) as detailed below:

A	Towards part of the Sale Consideration/Purchase Price	Rs. _____/-
B	Add- GST @ 5% on above A	Rs. -
C	Total of (A +B)	Rs. _____/-
D	Less - TDS @ 1% on above A	Rs. -
	<b>TOTAL SUM RECEIVED</b>	Rs. _____/-

(Rupees \_\_\_\_\_ Only)

WE SAY RECEIVED,

For **VARDHAN REALITY LTD**



Director/ Authorized Signatory



Housiey.com

**ANNEXURE "G"**  
**LIST OF AMENITIES**

**AMENITIES IN A TYPICAL UNIT**

1. Fire Resistant flush main door.
2. Modular Kitchen on one side in kitchen.
3. Window sills in marble
4. Ceramic tile Dado up to beam bottom above kitchen platform.
5. Marble Kitchen Platform top
6. Anti Skid flooring in bathroom.
7. Louvered windows for toilets and bathrooms.
8. Ceramic tile Dado up to 7 feet heights in toilets.
9. Premium quality sanitary ware with brass fittings in toilets.
10. Vitrified Flooring tiles in all rooms.
11. P.O.P. finished walls with Acrylic emulsion paint in all the rooms.
12. Aluminum anodized sliding window.
13. Premium quality modular switches.
14. Video door phone.
15. Concealed fire resistant copper wiring with modular switches.
16. Plug point provision for Telephone, Lights, Fan and TV Point.
17. Earth leakages circuit breaker.



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DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

\*\*\*\*\*

**BETWEEN**

**VARDHAN REALITY LTD**

**.. THE PROMOTERS/DEVELOPERS**

**AND**

Mr. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**.. THE PURCHASER/S/  
ALLOTTEE/S**

Housiey.com



**AGREEMENT FOR SALE**