

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai this _____ day of May in the Christian year Two Thousand _____.

AMONGST/BETWEEN

M/S. VARDHAN HOUSING (PAN No. AAHFV2226L) a Partnership Firm duly registered under the provisions of the Partnership Act, 1932 through its authorized partner Mr. Ashok B. Vardhan, having its registered office at Shop No.7, Ground Floor, Suryamahal, 5 B B Marg, off N M Road, Fort, Mumbai 400 001 and hereinafter referred to as **"THE DEVELOPER/PROMOTER"** (which expression unless it be repugnant to the context of the meaning thereof shall be deemed to mean and include all persons as are and will be its partners for the time being and from time to time and the heirs, executors and administrators of the deceased partner/s along with the surviving partners) of the **ONE PART;**

For Vardhan Housing

Partner

AND

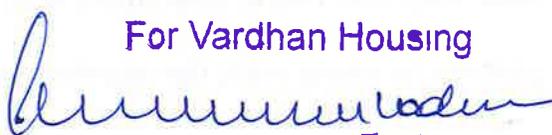
_____ (PAN No. _____) and
 _____ (PAN No. _____) having
 address _____ at

_____,
 Maharashtra., hereinafter referred to as **"PURCHASER'S"**
 (which expression shall unless repugnant to the context or
 meaning thereof, be deemed to mean and include
 his/her/their heirs, executors, administrators and permitted
 assigns) of the **SECOND PART;**

A) All that piece and parcel of land admeasuring 4704.975 sq.
 mtrs. bearing C.T.S. No.708 (Pt), 709, 709/1 to 11, 710, 710/1 to
 23, 711, 711/1 to 14, 712, 712/1 to 7, 715/1 to 36, 715/37, 716
 and land under Nila-Mutha line of Village Chembur, Tal. Kurla at
 P.L. Lokhande Marg, Mumbai 400 089 was declared as a Slum
 Area and censused under section 4(1) of the Maharashtra Slum
 Areas (Improvement, Clearance and Redevelopment Act) 1971 as
 amended upto date vide Notification No. SLM/1075/5280/G dt.
 11/9/1975 under Govt. Gazette Notification dated 18th September,
 1975 (hereinafter referred to as **"the said property"**);

B) The said property was in use, occupation and in possession
 of inhabitants/occupants of Shantis/Zhopadas constructed
 thereon and as the said inhabitants/occupants were living in
 hutments and the inhabitants/occupants decided to form a
 proposed Society in the name and style of Dr. Babasaheb
 Ambedkar (S.R.A.) CHS Ltd. (Proposed) (which society has now

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 Partner

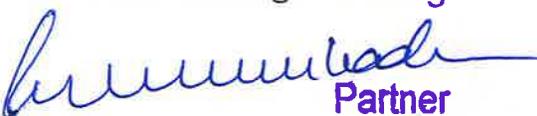
been duly registered with Registration No. MUM/ SRA/ H.S.G./ T.C./12631/ dt. 20.8.15) and decided to redevelop the said land under D.C.R. 33(10) by appointing suitable Developer;

C) Thereafter, the said Dr. Babasaheb Ambedkar (S.R.A.) CHS Ltd. called for its General Body Meeting on 15th December, 2013 and by overwhelming majority resolved to appoint M/s. Vardhan Housing as Developers to implement the Slum Rehabilitation Scheme under D.C.R. 33(10) amended upto date on the said property and thereafter executed the Development Agreement and Irrevocable Power of Attorney both dated 15th January, 2014 and also executed Common Irrevocable Consent for redevelopment in favour of the Developer/Promoter herein.

D) Meanwhile the process of Land Acquisition of the said property in use and occupation of the members of Dr. Babasaheb Ambedkar (S.R.A.) CHS Ltd. was initiated u/s.14 of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment Act) 1971 as amended upto date at the cost of Developer/Promoter herein who have paid monetary compensation in the sum of Rs.8,17,200/- (Rupees Eight Lakhs Seventeen Thousand Two Hundred Only) to the Collector/State Government for said Land Acquisition and the Property Card in respect of the said property has been duly mutated in the name of Slum Rehabilitation Authority (SRA);

E) In the premise, the Developer/Promoter herein is absolutely entitled to develop and implement Slum Rehabilitation Scheme under D.C.R. 33(10) on piece and parcel of land and measuring

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4704.975 sq. mtrs. bearing C.T.S. No.708 (Pt), 709, 709/1 to 11, 710, 710/1 to 23, 711, 711/1 to 14, 712, 712/1 to 7, 715/1 to 36, 715/37, 716 and land under Nila-Mutha line of Village Chembur, Tal. Kurla at P.L. Lokhande Marg, Mumbai 400 089 which is more particularly described in the First Schedule hereunder written;

F) A certificate of title dated 16th October, 2017 issued by Mr. Sharad Wakchoure, Advocate in respect of the said property is hereto annexed and marked as **Annexure "A"**;

G) The Developer/Promoter is in possession of the said property and propose to construct 2 building/s 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. The Developer at present is constructing 2 buildings. The first building named and styled as **VARDHAN HEIGHTS** is Sale Building with proposed Basement, Ground and 22 upper Floors and 2nd Building named and styled as Dr. Babasaheb Ambedkar (SRA) CHS Ltd. is Ground and 17 upper Floors Building. In the said building 16 floors are for the rehabilitation of existing tenaments. The 17th Floor of the said building is for free sale. The Developer has informed the Allottee that at present the Developer has received No Objection certificate (NOC) from Civil Aviation Authority for carrying out construction upto 56.90 mtrs. from sea level which enables the developer to construct at present Basement, Ground and 17 upper floors. The Developers intend to apply to Civil Aviation Authority for NOC to construct additional 15 mtrs. of construction which would enable the developer to construct additional 5 floors, thus making the

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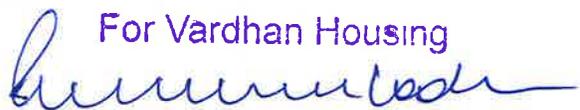
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building Basement, Ground floor and 22 upper floors. The Developer has further informed that in case of non grant of additional height from Civil Aviation Authority, the Developer will construct Basement, Ground and 17 upper floors only and apply for Occupation Certificate (OC).

H) The Developer/Promoter by itself 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 been amended from time to time and will be further amended. The Purchaser(s) has been explained the proposed Common Layout Plans and the Purchaser(s) has given his free and informed consent for the changes as may be necessary in the Buildings Plans and in the Common Layout Plan.

I) In view of the aforesaid, reference to the entire project in this Agreement, shall be deemed to mean and include the development of the entire slum 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;

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J) The Developer/Promoter has entered into a standard Agreement with **M/s. Consultant Combined**, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

K) The Developer/Promoter has also appointed **M/s. Paras Consultant**, as Structural Engineer for preparation of structural designs and drawings of the said Buildings (as defined hereinafter);

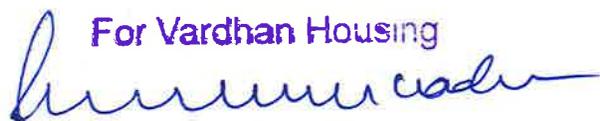
L) The Purchaser has accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Developer/Promoter till the completion of development on the said property and for the purpose of construction and completion of the said Buildings;

M) The Developer/Promoter had submitted plans to the Slum Rehabilitation Authority for the development of the said property and have received the following approvals;

(i) Letter of Intent (LOI) bearing No.SRA/ ENG/ 2323/ ME/STGL/LOI dated 27th May, 2015 in respect of the said property. A copy of the said Letter of Intent dated 27th May, 2015 is hereto annexed as **Annexure "B"**;

(ii) Intimation of Approval ("IOA") bearing No. SRA/ENG/3266/MW/STGL/AP dated 27th November, 2015 in respect of rehab building namely **Dr Babasaheb Ambedkar (SRA)**

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CHS LTD. A copy of the said Intimation of Approval dated 27th November, 2015 is hereto annexed as **Annexure "C"**;

(iii) Intimation of Approval ("IOA") bearing No. SRA/ENG/ME/STGOVT/0051/20100222/AP/S dated 07th June, 2018 in respect of sale building namely **Vardhan Heights**. A copy of the said Intimation of Approval dated 07th June, 2018 is hereto annexed as **Annexure "D"**;

(iv) Commencement Certificate ("CC") bearing No. SRA/ENG/3266/MW/STGL/AP dated 22.05.2017 in respect of the rehab building namely "**Dr. Babasaheb Ambdekar (SRA) CHS LTD**". A copy of the said Commencement Certificate dated 22nd May, 2017 is hereto annexed as **Annexure "E"**;

(v) Commencement Certificate ("CC") bearing No. ME/STGOVT/0051/2010 0222/AP/S dated 04.08.2018 in respect of the Sale building namely "**Vardhan Heights**". A copy of the said Commencement Certificate dated 04th August, 2018 is hereto annexed as **Annexure "F"**;

N) Accordingly, the Promoter has, inter-alia, proposed the construction of a multi-storeyed building/s being Basement, Ground and having 22 upper Floors namely "**Vardhan Heights**" and 17th Floor of Rehab Building namely "**Dr. Babasaheb Ambdekar (SRA) CHS LTD**". The Ground floor of "**Vardhan Heights**" is proposed to be used for commercial as well as residential purposes while the upper floors are for residential purpose. The said building shall be known as "**VARDHAN HEIGHTS**". The Developer/Promoter shall obtain the remaining

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approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building;

O) This Agreement relates only to the said "_____" wings of the **VARDHAN HEIGHTS** building which as per the current approved plan comprises of Basement, Ground and 9 upper floors (hereinafter referred to as "**the said Wings**");

P) The said building is being constructed on a part/portion of the said property as shown on the plan hereto annexed and marked as **Annexure "G"** as surrounded by red coloured boundary lines;

Q) The Developer/Promoter intends that an Apex/Federal society/ Organization/ Association of all such separate Organization/Societies will be formed (hereinafter referred to as "the Apex/Federal Organization") 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 entire Project. The Purchaser/s along with other buyers of apartments in the said Wing/s/building/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 Developer/Promoter intends to convey and transfer the said property together with the said Wing/s the said building in accordance with the applicable law, either by way of assignment / lease or otherwise, as may be permissible under

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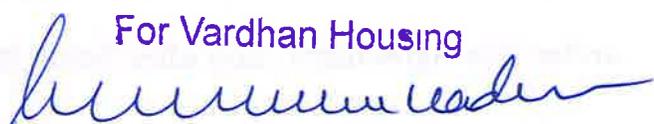
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applicable laws, of a proportionate interest in the said property whether in whole or in part to one or more organization as may be thought fit at the relevant point of time in the circumstances of the case;

R) It is clarified that though a Lease or Conveyance of the proportionate interest in the said property will be executed in favour of the 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 slum 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 of the Slum Rehabilitation Authority 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;

S) The Developer/Promoter has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Developer/Promoter on the said property and to enter into Agreement/s with the Puchaser(s)/Allottee(s) of the Apartments and to receive and appropriate the sale consideration in respect thereof;

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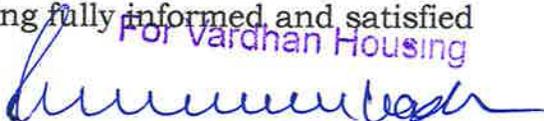


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T) The Purchaser(s)/Allottee(s) has/have taken full, free and complete inspection of all the documents of title relating to the said property, sanctions, permissions, approvals, including the sanctioned plans and the proposed common layout plan with adjoining lands/plots and also the designs, specifications of the said Apartment prepared by the Promoters' Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s has/have fully satisfied himself/ herself/ themselves/itself about the same;

U) The Purchaser is desirous of purchasing a residential Apartment bearing No. _____ admeasuring _____ square meters carpet area equivalent to _____ square feet carpet area on the ___ **Floor** of the '___' Wing of the "**Vardhan Heights**" building ("the said Apartment") on the terms and conditions and the consideration specified hereinafter; The carpet area of the said Apartment mentioned above is as per the provisions of said RERA Act;

V) 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), having perused all the necessary documents, deeds, and writings related to title of the Developer/Promoter 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

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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 Developer/Promoter the said Apartment on the terms and conditions and the consideration specified hereinafter.

W) Prior to the execution of these presents the Purchaser has paid to the Developer/Promoter a sum of Rs. _____/- (Rupees _____ Only) being booking amount for the Apartment agreed to be sold by the Developer/Promoter to the Purchaser (the payment and receipt whereof the Developer/Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer/Promoter the balance of the sale consideration in the manner hereinafter appearing;

X) The Developer/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority bearing Registration No. **P51800014198**;

Y) Under section 13 of the said Act, the Developer/Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;

Z) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. The Promoter shall construct the said building/s consisting of basement, ground and 22 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type **ONE BHK** of carpet area admeasuring _____ sq. meters on _____ **Floor** in the building "**VARDHAN HEIGHTS**" "____" wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked "**Annexures - I**" for the consideration of **Rs.** _____/- (Rupees _____ **only**), the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby has opted not to purchase from the Promoter any parking Space (being constructed in the layout).

1(b) The total aggregate consideration amount for the apartment

Rs. _____/-

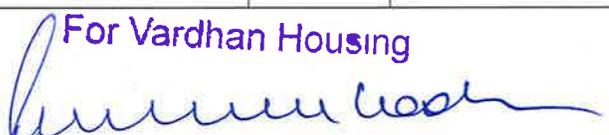
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1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

SCHEDULE OF PAYMENT

Sr. No.	Stage of Payment	%	Amount (Rs)
1	On or before Execution of this agreement for Sale	10%	
2	On Completion of Bottom Slab of Basement	15%	
3	On Completion of the plinth of the building in which the said apartment is located	20%	
4	On completion of the 1 st slab	2.5%	
5	On completion of the 3 RD slab	2.5%	
6	On completion of the 5 th slab	2.5%	
7	On completion of the 7 th slab	2.5%	
8	On completion of the 10 th slab	2.5%	
9	On completion of the 12 th slab	2.5%	
10	On completion of the 14 th slab	2.5%	
11	On completion of the 16 th slab	2.5%	
12	On completion of the 17 th slab	2.5%	
13	On completion of the 18 TH slab	2.5%	
14	On Completion of the walls, Internal Plaster and flooring doors, and windows of the said Apartment	5%	
15	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment	5%	
16	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.	5%	
17	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant.	10%	
18	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate	5%	
	TOTAL	100%	

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 10.50 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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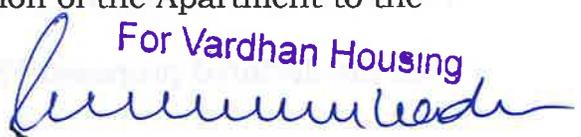
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1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes,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

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the

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Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 18820 square meters only and Promoter has planned to utilize Floor Space Index of 4 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 Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 4 and an additional 35% by way of Fungible F.S.I. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

[Signature]
 For Vardhan Housing
 Partner

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

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

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

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

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December 2021**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

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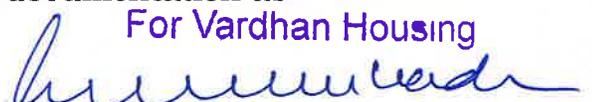
 Partner

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

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

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot]:
Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as

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prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment 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 shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or

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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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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.

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely

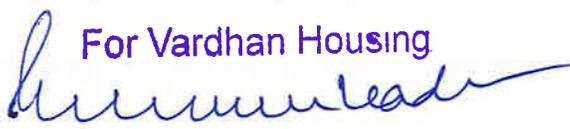
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local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and 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 Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 4,166/-** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing 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 or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) **Rs. 600/-** for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.


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(ii) **Rs.10000/-** 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 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 Society or Limited Company/Federation/Apex body.

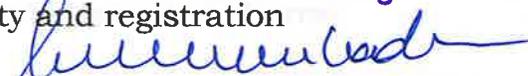
(v) **Rs. 35000/-** For Deposit towards Water and Electric metre in respect of the Society or Limited Company/Federation/Apex body.

Vi) **Rs. 150/- Per sq ft on carpet area** for Infrastructure and Development Cost of the Society or Limited Company/Federation/Apex body.

Vii) **Rs.5000/-** for Legal charges of the Advocate.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration

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charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to

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the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance,

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order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

(i) To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter 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 Apartment is situated or any part thereof or

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

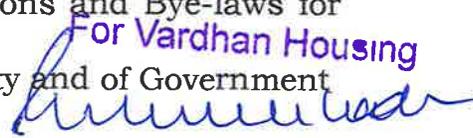
(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body 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 Apartments 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

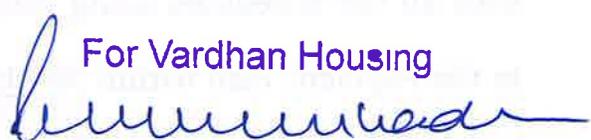
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and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

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


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15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

That the Purchase/Allottee 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.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt

[Signature]
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by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. 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.

19. RIGHT TO AMEND

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

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20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

21. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

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23. 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.

24. PLACE OF EXECUTION

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

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

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

Name of Allottee

Notified Email ID:

Promoters Address

M/s Vardhan Housing,
 Shop No. 7, Suryamahal,
 5 B B Marg, Off N M Road, Fort,
 Mumbai 400001

Notified Email ID: rsales@vardhangroup.com

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

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27. JOINT ALLOTTEES

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

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

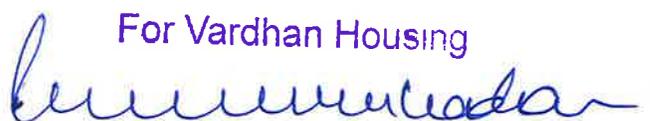
29. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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.

31. The Promoters/Developers have availed construction finance from Fullerton India Credit Company Limited (FICCL) vide Indenture of Mortgage dated 28/03/2019 having Registration No.- KRL3/4100/2019. Developer has to obtained No Objection Certificate (NOC) for sale of every flat offered under security.

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THE FIRST SCHEDULE ABOVE REFERRED TO:**(Description of the said Property)**

All that piece and parcel of land admeasuring 4704.975 sq. mtrs. bearing C.T.S. No.708 (Pt), 709, 709/1 to 11, 710, 710/1 to 23, 711, 711/1 to 14, 712, 712/1 to 7, 715/1 to 36, 715/37, 716 and land under Nila-Mutha line of Village Chembur, Tal. Kurla at P.L. Lokhande Marg, Mumbai 400 089 within the limit of Mumbai Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:**(Description of the Common/Limited common areas and facilities)**

1. Automatic Passenger elevator - 2 No's in A wing, 2 No's in B Wing, 2 No's C Wing.
2. One Society Office.
3. Fire Fighting System
4. Earthquake resistant RCC Design.
5. Rainwater Harvesting
6. Land scaping
7. Sewage Treatment Plant (STP)
8. Common areas like entrance lobby lifts, staircase, common passage leading to Apartment, top terrace, water tanks, 8% amenity in layout, peripheral open space etc.

For Vardhan Housing



Partner

SIGNED AND DELIVERED _____)

By the withinnamed **"THE DEVELOPER/**)

PROMOTER" _____)

M/S. VARDHAN HOUSING

through its Partner Ashok B. Vardhan)

in the presence of...)

1. _____)

2. _____)

SIGNED AND DELIVERED _____)

By the withinnamed **"PURCHASER'S"**)

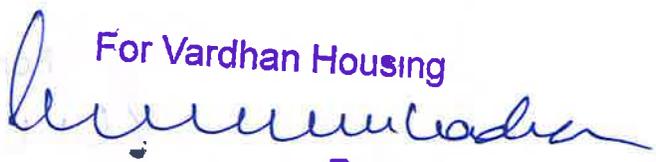
_____)

_____)

in the presence of...

1.

2.

For Vardhan Housing

Partner

RECEIPT

RECEIVED of and from the withinnamed Purchaser,
 _____ a Cheque Number _____
 dated _____ drawn on _____ of Rs.
 _____/- (Rupees _____ Only) as detailed below:

A	Towards part of the Sale Consideration/Purchase Price	
B	Add- GST @ 8% on above A	
C	Total of (A +B)	
D	Less – TDS @ 1% on above A	
	TOTAL SUM RECEIVED	

(Rupees _____ Only)

WE SAY RECEIVED,

Authorized Signatory

For **M/S. VARDHAN HOUSING**

Partner

For Vardhan Housing

Partner

ANNEXURE "H"**LIST OF AMENITIES****AMENITIES IN A TYPICAL UNIT**

1. Sofa cum bed in living room.
2. Collapsible partition in living room.
3. Folding dining table in Living Room.
4. Fire Resistant flush main door.
5. Modular Kitchen on one side in kitchen.
6. Ceramic tile Dado up to beam bottom above kitchen platform.
7. Granite platform with high quality SS sink.
8. Anti Skid flooring in bathroom.
9. Louvered windows for toilets and bathrooms.
10. Ceramic tile Dado up to 7 feet heights in toilets.
11. Premium quality sanitary ware with Jaquar brass fittings in toilets.
12. Vitrified tiles in all rooms.
13. P.O.P. finished walls with Acrylic emulsion paint in all the rooms.
14. Aluminum anodized sliding window.
15. Premium quality modular switches.
16. Split Air Conditioner in Bedroom.
17. Video door phone.
18. Concealed fire resistant copper wiring with modular switches.
19. Plug point provision for Telephone, Lights, Fan and TV Point.
20. Earth leakages circuit breaker.

For Vardhan Housing

Partner

DATED THIS ____ DAY OF _____, 2020

BETWEEN

**M/S. VARDHAN HOUSING
Shop No.7, Suryamahal,
Ground Floor, 5 B B MArg,
Off N M Road, Fort, Mumbai - 01**

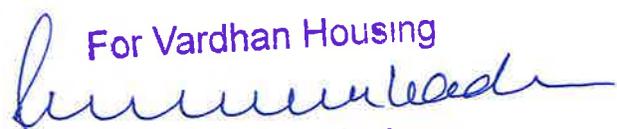
... THE DEVELOPER/PROMOTER

AND

Phone No. _____

... PURCHASER(S)

**AGREEMENT FOR SALE OF
Flat No. ____ in Building
known as VARDHAN HEIGHTS
in “ ____ ” Wing on ____ Floor**

For Vardhan Housing

Partner

