

Agreement for Sale

Project Name: Vraj Emerald - ___ CHSL

Flat Number: ___

Floor: ___

Rera Carpet Area : ___ Sq. Ft

Name of Purchaser/s: _____

“LOGO”

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AGREEMENT FOR SALE

FLATNO. [] ON THE [] FLOOR _ WING

DATED ___day of _____, 2023

Housiey.com

This **AGREEMENT FOR SALE** (hereinafter referred to as “**Agreement**”) is made and entered into at Mumbai, on this the ___ day of ___, 2023

BETWEEN

M/S.VRAJ KAMMAN DEVELOPERS having PAN No. _____, and having its office at Vraj, 2nd Floor , Simran Centre , 30 H Parsi Panchayat Road,Mogra Village, Andheri East. Mumbai -400069 through its partner Jay Morzaria "**the Promoter**"[which expression shall, unless it be repugnant to the context or meaning thereof include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns] of the One Part

AND

_____, Aged ___ (having Permanent Account Number: [_____] Indian Inhabitant, residing at _____, herein after called as the “**Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, successors executors, administrators and assigns).

WHEREAS:

1. Dilip V Bhagat is the owner and as such, (hereinafter referred to as “**Owner**”) is well and sufficiently entitled to piece or parcel of land or ground admeasuring 762.50 square metres or thereabout, together with building standing thereon known as “Sai Krupa” situate, lying and being at Vallabh Baugh Cross Lane, Tilak Road, Ghatkopar (East), Mumbai, bearing CTS No. 5874 of Village Ghatkopar Kirol, F.P. No. 125, T.P.S. III of Ghatkopar Kirol in the Registration District and Sub-District Mumbai City and Mumbai Suburban, more particularly described in the **FIRST** Schedule hereunder written and hereinafter referred to as “**THE SAID PROPERTY**”;
2. The said Property is acquired by him by purchase under conveyance dated 31st December 2007 executed by Kripesh Hanmukhlal Patel and others the Previous owners of the said property duly registered with the presence of joint Sub - Registrar, Kurla -4, BSD , its Serial Number BDR-14,954/2008
3. The said property had tenements in then existing structure known as ‘Sai Krupa’ which was purchased by ‘Owner’ together with the Obligations of

Tenants and Trespassers and Tenements in the said property have been let out to various persons on monthly tenancy basis by the then Landlord.

4. Since then existing structure of the Said Property was constructed prior to more than 50 years and was in dilapidated condition, the Owner in the year 2014 desired to develop the said property and has entered into a Joint Venture Agreement with the Developers, duly Registered with Sub-Registrar of Assurances at Kirol under Serial No. KRL-3/189/2014 dated 07/01/2014 to develop the said property by demolishing the existing structure and constructing a new building thereon in accordance with plans and specifications as approved by Municipal Corporation of Greater Mumbai on the terms and conditions and for consideration agreed upon by and between them
5. By virtue of the documents mentioned hereinabove and in the premises stated hereinabove, the Owner as such is absolutely seized and possessed of and entitled to said plot being all that piece or parcel of land together with the Building structure standing thereon in occupation and possession of the Owner/ Tenants/ Trespassers.
6. In pursuance of the clauses of the said Joint Venture Agreement, the Owner has also executed an Irrevocable Power of Attorney in favour of Mr. Jay Morzaria and the said Power of Attorney is also Registered with the Sub-Registrar of Assurances at Kirol under Serial No. KRL-3/189/2014 dated 07/01/2014 to enable the Firm to take requisite steps to redevelop the said property by obtaining the requisite permissions from the concerned authorities and to get the plans sanctioned from the Municipal Corporation of Greater Mumbai and obtain IOD and Commencement Certificate, Occupation Certificate, Building Completion Certificate, etc. The said Power of Attorney also enables the Firm to negotiate with the existing tenants/occupants of the said existing structure including the tenant herein and to offer permanent alternate accommodation to the tenant on ownership basis in lieu of their existing tenements.
7. In the year 2014, the Owner and the Promoter being desirous of developing the said property by demolishing the existing structure and by reconstructing the said new building thereon by utilising the entire FSI which may be available in respect of the said property, at present or in future, including by way of amendment to the rules, regulations bye-laws and other statute governing the same, as also FSI acquired by the Developer by way of Transfer of Development Rights (TDR) or otherwise howsoever has approached the tenants/occupants of the existing

structure with a request to give to the Developer full co-operation in order to enable the Developer to develop the said property

8. As per the rules and regulations regarding the redevelopment of the property and as per the rules laid down by the Mumbai Municipal Corporation and in order to have better development of the said property it is necessary to demolish the said existing structure and other structures standing on the said property wherein the Tenanted premises of the Tenant were situated
9. In the year 2014, the Owner introduced the Promoter to the Tenant of the existing structure and the Promoter with consent and concurrence of the Owner approached the Tenant to extend his/her co-operation and vacate and hand over possession of the said tenanted premises occupied by his/her as tenant and surrender his/her tenancy rights after handing over vacant and peaceful possession of permanent alternative accommodation to the Tenant in the new building proposed to be constructed by the Promoter on the said property as stated hereinafter.
10. Promoter had obtained IOD bearing no. **E.B./CE/6719/BPES/AN** dated **01/06/2015** from MCGM/ BMC for development of said property however due to non-cooperation from some of the tenants, the development work could not be started in 2014/2015
11. Promoter has represented that there are 3 Tenants/ occupants viz. Mr. Dhirendra Sheth (new case in small cause court), Mr. Ratilal Patel (suit no. 1993/18 in city civil court) and Mr. Asit Kundalia (suit no. 1544/12 & one new case in city civil court) who still have cases/ litigations on going with regards to development of said property. Apart from this Promoter has filed new case of contempt in Honourable High Court of Mumbai against Mr. Asit Kundalia & also to terminate PAAA of Mr. Asit Kundalia.
12. Promoter has also represented the fact that due to the above ongoing litigations there is pendency of PAAA (Permanent Alternate Accommodation Agreement) with some of the Tenants/ Occupants and hence BMC/ MCGM has put a condition that Promoter has to complete PAAAs before obtaining Occupation Certificate (OC) of the new building.

13. The structure on said property being more than 50 years old was issued notice under section 354 of MMC Act and after following the due process, the structure on said property was declared under C1 Category i.e. “Highly dilapidated and dangerous category”. Since the structure on said property was declared under C1 category, to ensure safety of Tenants/ Occupants, BMC carried out demolition of the same. Since then, Tenants/ Occupants and even owner and developer are not in possession of the said premises. The structure known as “Sai Krupa” on Said Property and being part of Said Property, which was demolished by BMC shall be hereinafter referred as “Demolished Structure”
14. The Promoter has entrusted the architectural works to “**Architect _____**” (hereinafter referred to as the “**Architect**”) to develop, design, to prepare Layout and specifications for construction of the building on the said Plot.
15. The Promoter has appointed a structural engineer for the preparation of the structural designs and drawings of the said New Building and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the said New Building.
16. The Corporation, by way of IOD bearing no. _____ and _____ dated ____ is annexed hereto and marked as “**Annexure B**”, granted its permission to develop the said Plot and to construct a building for Residential purpose on the said Plot subject to the terms and conditions as contained therein and thereby approved and sanctioned the plans in respect of the said building called Vraj Emerald 60 – Saikrupa .(hereinafter referred to as “**the said New Building**”).
17. The Promoter has got the plans, designs and specifications for constructing the building on the said Plot approved by the Corporation and other connected authorities and has obtained the Commencement Certificate in respect thereof.
18. The said Plot is required to be developed and the said building is required to be constructed thereon within the stipulated period as per the plans and specifications approved by the Additional Town Planning Officer of the Corporation.

19. As per the plans approved by the Corporation, the Promoter is constructing thereon, the said building as per the plans and specifications approved and the development permission granted by the Corporation including such addition, modification, revisions, alterations, therein if any, from time to time as may be approved by the Corporation.
20. The Promoter has agreed to dispose of the Flat in the said New Building on ownership basis to the prospective Purchaser/s.
21. The building being constructed on the said Plot shall be known as **“VRAJ EMERALD 60- Saikrupa “**
22. The title certificate issued by the Advocate _____, Advocates for the Promoter, *inter alia* certifying the title of the Promoter to the said Plot on which the said building is to be constructed is hereby annexed and marked as **“Annexure C”**.
23. The Promoter is entitled and enjoined upon to construct the said New Building on the said Plot in accordance with the recitals stated hereinabove.
24. The Promoter has proposed to construct on the said Plot, the said New Building.
25. The Purchaser intends to purchase and the Promoter has offered on sale to the Purchaser, Flat bearing No. ____, admeasuring ____Sq. Ft Rera Carpet area, on the ____ floor. of the said Building (hereinafter referred to as **“the said Flat”** and more particularly described in **“Second Schedule”**) being constructed on the said Plot by the Promoter.
26. The Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) with the Real Estate Regulatory Authority bearing No. _____; the authenticated copy of the registration certificate is attached herein at **Annexure D** hereto.
27. By virtue of the Joint Venture Agreement, the Promoter has sole and exclusive right to sell the Flat in the New Building to be constructed by the Promoter on the said Plot and to enter into Agreement/s of the Flat and to receive the sale consideration with respect thereof.

28. On demand from the Purchaser/s, the Promoter has given inspection and copy to the Purchaser/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter's Architect, concession plan, IOD and plan, CC and plan, Fire and all other NOCs, undertakings submitted to various authorities for nocs, other approvals etc, undertaking for dry and wet garbage and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.
29. The Authenticated copy of the floor plans and specification of the Flat agreed to be purchased by the Purchaser/s as sanctioned and approved by the authority have been annexed hereto and marked as **Annexure E**. The said Flat is more particularly described in **Second Schedule** hereunder written. The Rera Carpet area of the Flat is ____ sq.ft and "carpet area" means the net usable floor area of the said Flat as define under Real Estate (Regulation and Development) Act, 2016.
30. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
31. Prior to the execution of these presents, the Purchaser/s has paid to the Promoter a sum of Rs. ____/- (Rupees _____ only) being part consideration towards the said Flat agreed to be sold by the Promoter to the Purchaser/s as booking amount (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
32. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Flat for Consideration of Rs. ____/-Plus Tax/s, GST, Stamp duty, Registration fees, Charges etc.
33. Developer/ Promoter has allotted ----- car parking to purchases/s.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Parties herein agree and acknowledge that the recitals contained hereinabove shall form an integral and operative part of this Agreement.
2. The Promoter shall construct a building on the said Plot in accordance with the plans, designs and specifications approved and sanctioned by the Corporation along with internal and external amenities a list whereof is hereto annexed and marked as “**Annexure F**” and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary and/or beneficial or as may be required by the Corporation Provided that the Promoter shall have to obtain prior permission or consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Purchaser’s Flat’s Rera carpet area (as defined herein below) except any alteration or addition as may be required by any Government Authorities or due to change in law.
3. "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."
4. The Purchaser/s hereby agrees that he has fully satisfied himself about the title of the Promoter in the said Plot and shall not raise any objection with respect to the same.
5. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Flat No. ____, on __ floor, admeasuring ____ Rera carpet area as shown in the plan thereof hereto annexed and marked “**Annexure E**” along with right to use common premises, terrace, passage, lifts in the building known as VRAJ EMERALD 60- Saikrupa . being constructed on the said Plot for consideration of Rs. _____/- (Rupees _____ only) Plus Tax/s, Stamp duty, GST, Charges, Legal, Water, Power & Mahangar gas connection charges Rs. _____/-, Property Tax / LUC Rs. _____, Development charges Rs. _____, Amenities Charges Rs. _____, Any other charges as may be applicable etc. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and described in the agreement herewith.

6. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee parking bearing Nos ____ situated at _____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. _____/- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees
7. The total aggregate consideration amount for the apartment including parking spaces is thus Rs. _____/-
8. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)
9. The Promoter shall provide the Flat to the Purchaser/s either in a bare shall condition and with certain amenities and fixtures as more particularly stated here above or similar quality of fixtures and amenities.
10. Prior to the execution of this Agreement the Purchaser/s has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount adjustable towards the Part Consideration of the Flat agreed to be sold by the Promoter to the Purchaser/s.
- a. The balance consideration of Rs. _____/- (Rupees _____ only) shall be paid as follows:

SR. NO	PAYMENT SCHEDULE	APPROX. PERCENTAGE	AMOUNT
1	Upon Execution of this Agreement	10%	
2	On or after 15 days of this agreement	15%	
3	On Plinth Completion	22.50%	
4	On Completion of 1 st Slab	2.5%	
5	On Completion of 2 nd Slab	2.5%	
6	On Completion of 3 rd Slab	2.5%	
7	On Completion of 4 th Slab	2.5%	
8	On Completion of 5 th Slab	2.5%	
9	On Completion of 6 th Slab	2.5%	
10	On Completion of 7 th Slab	2.5%	
11	On Completion of 8 th Slab	2.5%	
12	On Completion of 9 th Slab	2.5%	
13	Upon initiation of brickwork and	5%	

	internal plaster.		
14	Upon initiation of external plumbing, external plaster	5%	
15	Upon on initiation of Tiling, Plumbing, & Painting	10%	
16	Upon initiation of installation lifts, water pumps, electrical fittings, entrance lobby	5%	
17	Balance amount on fit out possession of Flat	5%	
TOTAL		100%	

5. Any other charges as may be applicable will payable by the purchaser to the promoter.
6. The consideration payable by the Purchaser/s to the Promoter shall be as per the following:
- Legal, Water, Power & Mahangar gas connection charges Rs. _____/-
 - Property Tax / LUC Rs. _____
 - Development charges Rs. _____
 - Amenities Charges Rs. _____
 - Half Grill / Railing Charges at Actuals
 - Any other charges as may be applicable.

If these deposits amount is found short, the Flat Purchaser/s agrees to pay such further amount as may be required by the Developer/Promoter for meeting all legal costs, charges and expenses including professional costs of this Attorneys at law/Advocates of the Developers in connection with formation of the said Society or Limited Company as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and also otherwise.

Society Fund Contribution will be as Applicable at the time of Possession.

In case there shall be deficit in this above regard (a to e), the Purchaser shall forthwith on demand pay to the Developer his proportionate share to make up such deficit.

Any additional charges then mentioned here above, occurred by promoter, under above mentioned head or under any other name shall be paid/reimbursed by the purchaser/s.

That it is further agreed that by and between the Developers and the Purchaser/s that in the event of any additional amount being made liable to be paid to the Government,

Semi-Government Body or any other Statutory Authority as the case may be in future towards Gst, Sales Tax, Service Tax or in any name or in any other form as the case may be, the same shall be borne and paid by the Purchaser/s alone, over and above the consideration agreed to be paid hereto before. It is further specifically agreed that in the event of the Developers being required to pay the same, the Purchaser/s shall reimburse the same back to the Developers and even after at actual on, before or after the Purchaser/s being put in possession of the subject Premises being sold hereunder and till such time such payment so made by the Developers is paid and reimbursed by the Purchaser/s to the Developers, before handing over the possession, the possession of the Flat will not be handed over by the Developers to the Purchaser/s irrespective of the fact that all other payments due and payable by the Purchaser/s under the terms of this Agreement are paid. This clause is applicable even after purchase has been put in possession.

Stamp duty, registration charges and other charges to the concerned authorities in respect of the Agreement for Sale to be executed with you will be paid by Purchaser/s. All Tax/s, GST, agent charges, Stamp duty, Registration fees, Charges etc. will be paid by the Purchaser/s.

7. The Purchaser/s is aware that the Purchaser/s has to make the applicable Tax Deduction at Source (TDS) at the time of making the actual payment or credit of such sums to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961.
8. The Purchaser/s hereby agrees to have confirmed the area of the said Flat as mentioned in this Agreement and hereafter shall not raise any objections with regards to the same. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Purchaser/s within one eighty days from intimation. However, if there is any increase in the carpet area of the Flat allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s and the same shall be paid by the Purchaser/s.
9. The Purchaser/s hereby agrees with the Promoter, except to the extent consented by the Promoter in writing, that the Purchaser/s agrees that open space shall be kept open to sky, failing which, the Purchaser/s shall be liable for the consequences arising therefrom, and the Purchaser/s hereby further agrees to indemnify and keep the Promoter indemnified of and against such liability and consequences thereof.
10. The Purchaser/s 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 Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner whatsoever.

11. 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 authority at the time of sanctioning the said plans or thereafter.
12. Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall endeavour to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s. Similarly, the Purchaser/s shall make due and timely payment of the sale price and other payments as mentioned herein.
13. The Promoter hereby declares that the Floor Space Index (“FSI”) available/proposed in respect of the said Plot is _____ Square Meter only and 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 plot. The Promoter has disclosed the FSI as above as proposed to be utilized by them on the said Plot and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be constructed by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. Further any increase in FSI based on new Development Control Regulation shall belong completely to Promoter and Purchaser/s shall not have any rights over the same. This clause is of essence in this Agreement and only upon the Purchaser/s agreeing to the said conditions, the Promoter has agreed to sell the said Flat to the Purchaser/s.
14. The Purchaser/s agrees with the Promoter that the Promoter shall give possession of the said Flat to the Purchaser/s on or before _____ as mentioned in Rera and the same is subject to force majeure and the Purchaser satisfying all the terms and conditions of this Agreement as stated hereunder.
15. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20____. 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.
16. 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 - (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 etc.

17. Rule 6 (a) "Upon the registration number in Form "C". The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc."

18. Section 11(4)(e) Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project; "

19. Rule 9(1)(i) "Where a Co-operative Housing Society the Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act; 1960 or a company or any other legal entity; within three months from the date or which fifty-one per cent (51%) of the total number of allottees in such a building or a wing have booked their apartment.

20. Rule 9(1)(ii) "Where a Promoter; then the Promoter shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause(i) of Sub-rule (1) of rule 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

Provided that in the absence of any local law conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be; under this section shall be carried out by the promoter within three Months from date of issue of occupancy certificate."

Rule 9 (2) (ii) "Period for Conveyance of title, by Promoter, to legal entity of allottees in case of single building project.

The Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate."

Rule 9 (2) (iii) "Period for conveyance of title, by Promoter, to organization of allottees in case of Layout.

- a) In the case of a building or a wing of a building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.
- b) In the case of a layout, the Promoter shall execute the conveyance of the entire undivided

or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout

21. The Purchaser/s also hereby agrees to pay to the Promoter, interest at rate being State Bank of India highest Marginal Cost of Lending Rate plus two percent at the date of signing this Agreement or any other rate as determined by rules issued under Real Estate (Regulation and Development) Act 2016, on any or all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter. Without prejudice to the right of Promoter to charge interest under this clause, on the Purchaser/s committing default in payment on due date of amount due and payable by the Purchaser/s to the Promoter as mentioned herein (including his/her proportionate share of taxes levied by concerned local authority and other outgoings, if any) and on the Purchaser/s committing defaults of payment, the Promoter shall at his own discretion terminate this Agreement and shall be allowed to resale the Flat to any third party. In the event the Promoter opts to cancel this Agreement then the Promoter shall be entitled to retain the Earnest Money Deposit amount paid by the Purchaser/s before returning / refunding the amount to the Purchaser/s without being liable to pay any interest on such refunded amount. It is also hereby agreed between the Parties that non-availability of loan from financial institution shall not be a condition for making default of the instalments or payment towards the consideration or any other amount as payable under this Agreement. Provided that the power of the Promoter to terminate this Agreement shall not be exercised unless and until the Promoter has given to the Purchaser/s 10(ten) days' notice in writing of its intention to terminate this Agreement and failure on the part of the Purchaser/s to remedy the said breach. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Flat. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoter. It is further agreed by the parties hereto that part payment of any instalment shall be construed to be the default in the payment of the said instalment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoter shall be entitled to resell the said Flat to such third person / party, as the Promoter may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale
22. "The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building incomplete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, 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 the monetary adjustments shall be made at the same rate Per square meter as agreed in Clause 1(a) of this Agreement."

23. '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 at the address provided by the allottee and mail at the e-mail address provided by the allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the allottee to the Promoter."
24. This project is a redevelopment of existing tenanted building and Owner is already having conveyance of the said land in his name based on conveyance dated 31st December 2007 duly registered with the presence of joint Sub -Registrar, Kurla - 4, BSD , its Serial Number BDR-14,954/2008.
25. The Purchaser/s agrees that the Promoter shall have first lien and charge on the said Flat agreed to be purchased by the Purchaser/s in respect of any amount from Consideration or any other charges remains unpaid by the Purchaser/s under the terms and conditions of this Agreement.
26. The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Purchaser/s as per this Agreement shall offer in writing the possession of the Flat to the Purchaser/s in terms of this Sale Agreement to be taken within 15(fifteen) days from the date of the written notice from the Promoter to the Purchaser/s intimating that the said Flat is ready for use and occupation. The Purchaser/s agree to pay

the maintenance charges as determined by the Promoter or society/limited company of Purchaser/s, as the case may be.

27. Upon receiving a written intimation from the Promoter, the Purchaser/s shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed, and the Promoter shall give possession of the said Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided herein such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
28. If within a period of 5 year from the date of handing over of the said Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any permanent structural defect in the Flat, 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 Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not demand any claim/s against the Promoter in respect of any item of work in the said Flat which have not been carried out or completed. Provided further that the Promoter shall not be liable to pay for any defect occurred on account of the Purchaser/s default action. Furthermore, the Promoter is not liable to ratify such defect/s and/or liable to pay any compensation in respect thereof, if any condition of occupation certificate or any other condition of approval by any competent authority is violated by any of the flat/shop owner or if any amendment/modification/action is unilaterally carried out by any of the Purchaser/s or member/s in the Flat which has resulted in causing such defect.
29. In case any structural defect or any other defect in workmanship and where no changes is done by purchaser as per the agreement for sale relating to such defect is brought to the notice of the promoter within a period defined as per RERA by the allottee from the date of handing over possession.
30. The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for residential purpose and for no other purpose.
31. The Purchaser/s understands and agrees with the Promoter that it shall not have any right whatsoever as far as the remaining Flats or any other common areas which shall be dealt with by the Promoter at its sole discretion.
32. The Parties herein agree and acknowledge that the Promoter shall handover the functioning of the building to the Society within a period of 12 months of receiving the occupation certificate of the building or after sale of last flat whichever is convenient to Promoter. Society is already there since it's a redevelopment of existing society.

33. Within 15 (fifteen days) after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the said Flat) of outgoings in respect of the Plot and New Building namely 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 Plot and New Building/s.
34. The Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter, the proportionate amount as may be determined by the Promoter: -
- a. Estimated amount for share money, application entrance fee of the society/limited company.
 - b. Estimated amount towards proportionate share of taxes and other charges/levies in respect of the society/limited company.
 - c. Estimated amount towards provisional monthly contribution towards outgoings of society/limited company for a period 6 Months in advance.
 - d. Estimated amount towards water, electric, and other utility and services connection charges and.
 - e. Estimated amount for electrical receiving and sub-station provided in the said Plot.
 - f. Any other amount as may be determined by the Promoter.
35. The Purchaser shall pay to the Promoter proportionate amount for meeting all legal costs, charges and expenses, including professional costs of the advocates of the Promoter in connection with formation of the said society/limited company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
36. The Promoter hereby represents and warrants to the Purchaser/s as follows:
- a. The Promoter has clear and marketable title with respect to the said Plot as declared in the Title Certificate attached as Annexure C to this Agreement and has the requisite rights to carry out development upon the said Plot.
 - b. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Plot and shall obtain requisite approvals from time to time to complete the development of the said Plot, whenever required to do so subject to whatever mentioned in this agreement and as declared in Rera portal;
 - c. The Promoter has the right to enter into this Agreement.

- d. The Promoter has not entered into any Agreement for Sale with any person or party with respect to the said Flat, which will, in any manner affect the rights of Purchaser/s under this Agreement.
37. The Purchaser/s with intention to bring all persons into whosoever's hands the said Flat may come, hereby covenants with the Promoter as follows: -
- a. To maintain the Flat at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken 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. However, in case the Purchaser/s intends to make any change/alter or make addition in or to the Flat as contemplated in this clause, the Purchaser/s shall, in addition to the consent of the local authorities, if required be also required to take consent of the Promoter prior to making any of the changes/alterations as contemplated herein.
- b. 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 in case of damage to the other Flats or to common area/s on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c. To carry out at his 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 Promoter to the Purchasers 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 committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. The Promoter shall not in any manner be liable for any of the defaults committed by the Purchaser/s as mentioned hereinabove.
- d. 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 tenable 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, Patis or other structural members in the Flat without the prior written permission of the Promoter and/or the society/limited company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. 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 said Plot and the building in which the Flat is situated.
- g. It is undertaken by the purchase that the dry and wet garbage shall be separate and the wet garbage in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M.
- h. Purchaser also undertake to follow all the conditions of all NOCS, IOD, CC, OC etc, all undertakings submitted to various authorities and any of other relevant authority like MCGM, BP, BMC, Fire, Aviation, for open space deficiency etc for which developer has confirmed and/or given undertaking and/or confirmation.
- i. Pay to the Promoter/society/limited company within (15) fifteen days of demand by the Promoter/society/limited company, 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 Flat is situated.
- j. 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 user of the Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- k. The Purchaser/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 to the Promoter under this Agreement are fully paid up. The Parties herein agree and acknowledge that the statement of accounts furnished by the Promoter with respect to the amount paid/payable by the Purchaser/s under

this Agreement shall be considered conclusive and be binding upon the Parties. After possession of flat purchaser is duty bound to pay transfer charges on transfer of flat to society as permitted under law.

1. The Purchaser/s shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat herein 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 shall also observe and perform all the stipulations and conditions laid down by the society/limited company 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.
- m. The Purchaser/s shall permit the Promoter and their surveyors, representatives and agents, with or without workmen and others, at all times, to enter into and upon the Plot or any part thereof to view and examine the state and condition thereof. The Purchaser/s agrees and acknowledges that the Society shall maintain the LED board erected on the Plot and on the terrace by the Promoter and the Purchaser/s shall not object for the same and shall also duly pay his share with respect to the maintenance charges and electrical charges of the aforesaid board on pro-rata basis to the Society.
- n. Before carrying out the interior work in the said Flat, the Purchaser/s shall obtain a written consent from the Promoter and shall give full details of the nature of interior work to be carried out in the said Flat along with the plans of the proposed interior works. The Purchaser/s shall deposit with the Promoter an interest free refundable security deposit of such amount as the Promoter may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Flat or to the said New Building or to any of the open areas or if the interior work interferes or damages any of the RCC structure of the said New Building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the Corporation or other concerned authorities, then the Promoter shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said Flat / New Building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said Flat, upon the completion of all the interior works, the Promoter shall refund (without interest) the said security deposit to the Purchaser/s.

- o. The Purchaser/s is aware that the Promoter is required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s or any of the flat/shop owner, if there is any damage to any adjoining Flat or any Flat above or below the said Flat or abutting the said Flat or to any portion of the said New Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such Flat or any part of the New Building as may be required under the Act and the Rules and the Promoter shall be absolved of the obligation and the responsibility under the Act and Rules.
- p. Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser/s to his/ her Flat, if the Corporation or any other Authority adopts any action either against the Promoter or the said New Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoter shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoter may be entitled under the Act and Rules.
- q. To carry out at their own cost, charges and expenses, all internal repairs to the said Flat & maintain the said Flat in the same condition, set and order in which it was delivered by the Promoter to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said Flat which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said New Building/s in which the said Flat is situated and shall also keep the sewers, drains, pipes of the said Flat or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the New Building in which the said Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, parking/s, fire equipment or other structural changes in the said Flat without prior written, permission of the Promoters or the society.
- r. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- s. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective Flat. All such transportation shall be done using the Staircase only.
- t. The Purchaser/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the New Building or anywhere on the exterior of

the Project, buildings or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the New Building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the said Flat. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the society/limited company shall manage and upkeep the same. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoter and through them with the Purchaser/s or the other Flat in the said New Building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said New Building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said New Building or any part thereof nor will make any additions or alterations in or to the said Flat or said building and balcony or gallery in the front without previous consent of the Corporation / Concerned Authority or the Promoter or the said Society/limited Company, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, Parking system/s, firefighting equipment and other assets provided by the Promoter on their own cost and the Promoter will not be held responsible and liable for the same in any manner whatsoever.

- u. The Purchaser/s of the said Flat will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the Promoter's consent in writing to the same.
 - v. So long as all or any of his /her /their dues herein stated remains unpaid in the opinion of the Promoter, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said Flat or any part thereof.
38. The Promoter may become a member of the Society/limited Company to the extent of all unsold and/or un allotted Flats, areas and spaces in the New Building.
39. All unsold and/or un allotted Flats and parking/s, areas and spaces in the said New Building including without limitation, other spaces anywhere in the New Building shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted Flats and shall

be entitled to enter upon the said Plot and the said New Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

40. The Promoters shall without any reference to the Purchaser/s, Society/limited company, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Flats and spaces therein, as it deems fit. Promoter shall not be required to obtain any No Objection from the Purchaser/s, Society/limited company for the same. The Promoter shall be entitled to enter in separate agreements with the Purchasers of different Flats in the said New Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Purchasers as member/s of the Society/limited Company. The Purchaser/s and/or the Society/limited Company shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, with respect to the unsold Flats, parking/s the Promoter shall not be liable to pay / contribute any amount like maintenance, tax, charges, fees etc on account of any charges / fund *inter alia* including but not limited to the contribution payable to the Promoters /society /limited company towards the monthly maintenance and other outgoings towards the upkeep of the said New Building.

The Promoter shall be entitled to allot car parking spaces to the Purchasers in the said New Building on the basis of availability and at the sole discretion of the Promoter. The said allotment shall be binding upon the Society/Company of the Purchasers of the Flats in the said New Building.

41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of other Flats or of the said Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, will remain the property of the Promoter until the said Plot is handed over to the society/limited Company as hereinbefore mentioned.
42. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser/s and/or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to cancel the application of the Purchaser/s and shall forfeit the Booking Amount.
43. 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 Plot/building, as the case may be.

44. This Agreement may only be amended through written consent of the Parties. 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 said Plot shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
45. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and/or regulations made thereunder or under any 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 the Act or the rules and/or 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.
46. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchasers in the said New Building, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the said New Building.
47. 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.
48. 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 decided by Promoter, in after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar.
49. The Purchaser/s shall present this Agreement at the proper registration office and the Purchaser/s and Promoter will attend such office and admit execution thereof.

50. All notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by registered post A.D, courier or on notified email ID or under certificate of posting at their respective addresses specified below:

Promoter:

M/S. VRAJ KAMMAN DEVELOPERS

Vraj, 2nd Floor , Simran Centre , 30 H Parsi Panchayat Road, Mogra Village, Andheri East.
Mumbai -400069

Purchaser/s:

After possession of the flat, notice sent to Society/Society committee will be deemed to be the notice sent to purchaser/s.

It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be. General Notice of promoter of address change to purchaser/s, to Society/Society committee will be deemed to be the notice sent to purchaser/s.

51. That in case there are joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
52. The charges towards stamp duty and registration of this Agreement shall be borne by the Purchaser/s.
53. Any dispute between Parties shall be settled amicably. In case of failure to settled the dispute amicably, it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
54. 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.

FIRST SCHEDULE

ALL THAT pieces and parcels of land or ground together with the building standing thereon and known as Saikrupa lying being and situate at "Vallabh Baugh Cross Lane , Tilak Road, Ghatkoper East , Mumbai bearing CTS NO. 5874, of Village Ghatkoper Kirol, FP No. 125, TPS III OF Ghatkoper Kirol in the Registration District Mumbai admeasuring 762.50Sq Mt

SECOND SCHEDULE

Flat No. ____ on ____ floor admeasuring ____sq. ft. Rera carpet area of the said New Building

VRAJ EMERALD 60 - Saikrupa

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

Signed and Delivered)

By within named Promoter)

M/s. Vraj Kamman

Developers Through its

Authorized signatory

Mr. Jay Morzaria

In Presence of:)

Signed and Delivered)

By within named Purchaser)

Mr. _____))

In Presence of:)

Housiey.com

“Annexure A”

LAYOUT OF PLOT

“Annexure B”

COMMENCEMENT CERTIFICATE AND IOD

“Annexure C”

TITLE CERTIFICATE

“Annexure D”

RERA CERTIFICATE

“Annexure E”

FLOOR PLANS

“Annexure F”

LIST OF INTERNAL AND EXTERNAL AMMENITIES

R E C E I P T

**RECEIVED OF AND FROM THE WITHINNAMED PURCHASER/S MR.
_____, A SUM OF RS. _____ (RUPEES _____ LAKH ONLY)**

**Through Chq.no. _____ DATED _____, BEING THE PART AMOUNT RECIEVABLE
UPON EXECUTION OF THIS AGREEMENT TOWARDS THE WITHIN
MENTIONED PART CONSIDERATION TO HAVE BEEN PAID BY THEM TO US.**

WE SAY RECEIVED.

FOR M/S. _____