

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of _____, in the year 2024.

BETWEEN

M/S. VIGHNAHARTA HEIGHTS PRIVATE LIMITED, having PAN AAGCV1261P, a Private Limited Company duly incorporated on 5th day of October 2017 under the Companies Act, 2013 and the same is duly registered with Registrar of Companies (ROC) having Corporate Identity Number U45309MH2017PTC300415 and having registered address at A2/104, 10th Floor, Arjuna Garden Enclave, Pirojshanagar, Opp. Godrej Hospital, Vikhroli East, Mumbai – 400 079 by its duly authorized Director MR. AJIT SAKHARAM CHAVAN, aged 57 years hereinafter referred to as the “**DEVELOPER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Director or Directors for the time being and from time to time, the survivor or survivors of them and their respective legal representatives, executors and administrators) of the **ONE PART**.

AND

(1) MR/MRS. _____, Aged - ____ Years, having PAN - _____, Aadhaar No. _____

(2) MR/MRS. _____, Aged - ____ Years, having PAN - _____, Aadhaar No. _____

(3) MR/MRS. _____, Aged - ____ Years, having PAN _____, Aadhaar No. _____, Indian Inhabitant, residing at _____

OR

_____, having PAN _____, a Company incorporated under the Indian Companies Act, 1956, having its registered office at _____, by its duly authorized Director

OR

_____, having PAN _____, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its registered office at _____ by its duly authorized Partner

OR

_____, LLP, having PAN _____, a Limited Liability Partnership, constituted under

the Limited Liability Partnership Act, 2008, having its registered office at _____ by its duly authorized Partner _____

hereinafter referred to as the “**PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of a/an: (i) Individual/s his/her or their respective heirs, successors, executors, administrators and assigns, (ii) Limited Company or a body corporate its successors and assigns, (iii) Partnership Firm the partners for the time constituting the firm and the survivor or survivors of them and his/her/their permitted assigns (iv) Limited Liability Partnership its successors and assigns, the Party of the **OTHER PART**.

The Purchaser/s and the Developer are hereinafter collectively referred to as the “**Parties**” and each a “**Party**”.

WHEREAS:

A. The Maharashtra Housing and Area Development Authority (hereinafter called “**MHADA**”) a Statutory Corporation under The Maharashtra Housing and Area Development Act, 1976 and having its office at Griha Nirman Bhavan, Bandra (E), Mumbai – 400 051, is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land of building no.47 as per lease deed is admeasuring 653.97 sq. mtr. Plus Tit bit admeasuring 35.36 sq. mtr. (Including 14.79 sq. mtr. Road set back), AND area of Transit Camp plot admeasuring 595.11 sq. mtr. thus aggregate admeasuring 1284.44 Sq. Mtrs. of plots of CTS No. 828, Survey No. 67 to 71, Sub 76 to 83 together with structure standing thereon at Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 in the registration Sub-District of Kurla, Mumbai Suburban District, (hereinafter referred to as “**the said Land**”) and the structure standing thereon being

Building No. 47 consisting 24 Tenements (Each Tenement admeasuring 19.39 sq. mtr./208.75 sq.ft.) (hereinafter referred to as "**the Old Building**"). The said Land and the Old Building are hereinafter collectively referred to as the "**said Property**" and more particularly described in the **First Schedule** hereunder written. A copy of **Property Card** annexed hereto and marked **Annexure "A"**.

- B. The MHADA prepared a layout of the larger property in the Subhash Nagar Layout and constructed thereon several buildings comprising of Ground plus 2 upper floors in or about the year 1960 and allotted the various tenements therein to individual/s Allottees of the Lower Income Group on tenancy basis under various Letters of Allotment and placed the various Allottees in possession of their respective tenements.
- C. The Allottees of the 24 tenements (Each Tenement admeasuring 19.39 sq. mtr. / (208.75 sq.ft.) in Building No. 47 consisting of ground plus 2 upper floors came together and formed a Co-operative Housing Society viz. **Subhash Nagar Suhas Co-operative Housing Society Limited** which is duly registered under provisions of The Maharashtra Co-operative Societies Act, 1960 vide Registration No. BOM/HSG/7892/YEAR 1982 dated 31/07/1982 "**the said Society**".
- D. Under an Indenture of Lease dated 21/01/1993, entered into at Mumbai, between MHADA referred to as the "Lessor" therein, the said MHADA in its capacity as the owner of the plot of land demised in favour of the Society "Subhash Nagar Suhas Co-operative Housing Society Limited" referred to as the "Lessee" therein, the said plot on Lease for a period of 99 years with effect from 1st April 1980 and the said Lease Deed was duly registered at

the office of the Sub-Registrar of Assurances, BDRO, Mumbai Suburban District (Bandra) under Sr. No. KRL-898 of 1993.

- E. By and under an Indenture of Sale dated 21/01/1993 entered into at Mumbai between MHADA as the “Vendor” of the one part therein and the said Society “Subhash Nagar Suhas Co-operative Housing Society Limited” as the “Purchaser” of the other part therein and duly registered at the office of the Sub-Registrar of Assurances, BDRO, Mumbai Suburban District (Bandra) under Sr. No. 900/1993, MHADA sold and conveyed to the said Society the said Old Building.
- F. The condition of the said Old Building was deteriorated over time and requires extensive repairing. The repairing cost of the said old building was substantial, which then existing members were not in a position to afford the same and was not in the interest of the members and as such the members were desirous of developing the said property by demolishing the existing Old Building and reconstructing a new building thereon by consuming and utilizing the maximum permissible FSI that can be availed of as per the provisions of the Development Control and Promotion Regulations – 2034.
- G. The said Society by way of Private Tendering Basis, called upon for the viable offer from various Developers. The Society after following the due process contemplated in the guidelines dated 03.01.2009 and 04.07.2019 issued under section 79A of the Maharashtra Co-operative Societies, Act, 1961 and by comparing the offers received, and after deliberations and discussions, selected the present Developer and approved the proposal and appointment of the Developer to redevelop the said Property by demolishing the Old Building standing on the said Land and

constructing a new building by utilizing and consuming maximum permissible FSI / Fungible FSI / TDR that may be available in respect of the said Property and to provide to each of the Existing Members, ‘free of cost’ and ‘on Ownership Basis’ Permanent Alternate Accommodation in the New Building to be constructed on the said Property on the terms mentioned herein.

H. For the aforesaid purpose, the said Society has unanimously passed a resolution in their **Special General Body Meeting held on 14/03/2023** for the appointment of the present Developer. A certified true copy of the aforesaid resolution is annexed hereto and marked as **Annexure “B”**.

I. The Society was represented that there are 24 tenements, Registered Members and Shareholders of the Society who are in possession and occupation of their respective residential tenements in the said Old Building. The majority of Existing Members have given their permission in favour of the Developer to redevelop the said Property and have executed Individual Consents in regard thereto.

J. The Existing Members vide the resolution passed in the Special General Body Meeting held on 16th July 2023, have approved the Draft Development Agreement and the Power of Attorney, and further authorized 1) Mr. Narendra B. Sawant (Chairman), 2) Mr. Rajendra S. Alat (Secretary), 3) Mr. Chetan S. Padale (Treasurer), to do all such acts, deeds, matters and things as may be required in respect of the redevelopment of the said Property and also to sign, execute and register the Development Agreement and the Power of Attorney and to execute requisite and incidental documents pertaining thereto on behalf of the Society. A copy of the said

resolution dated 16th July 2023 is annexed hereto and marked as **Annexure “C”**.

K. The Society “**Subhash Nagar Suhas Co-operative Housing Society Limited**” viz. Building No.47, together with its members has executed Development Agreement dated 22/08/2023 in pursuance to the resolution passed by the said Society in its Special General Body meeting held on 16/07/2023, and therein have agreed, allotted and granted the development rights of the said property to the Developer and Developer has agreed to accept the same on the terms and conditions more particularly mentioned in the said Agreement duly registered at the office of the Sub Registrar Kurla No. 2 vide Registration Receipt No.17324 & Document Serial No. KRL2-15874-2023 dated 25.08.2023. Copies of Receipt and Index-II are annexed hereto & marked as **Annexure “D”** collectively.

L. The Society “**Subhash Nagar Suhas Co-operative Housing Society Limited**” viz. Building No.47, also executed Power of Attorney dated 22/08/2023 in favour of M/s. Vighnaharta Heights Private Limited, through its Director Mr. Ajit Sakharam Chavan, the Developer herein for enabling the Developer to attend various matters in relating to the redevelopment of the said property, as may be necessary and also to obtain available TDR/FSI as per D.C. Rules and Regulations and the said POA duly registered at the office of the Sub Registrar Kurla – 2 vide Registration Receipt No. 17056 & Document Serial No. KRL2-15876-2023 dated 22.08.2023. Copies of Receipt and Index-II are annexed hereto & marked as **Annexure “E”** collectively.

M. As on date there is no pending litigation or other proceeding in Court of Law concerning and affecting the said properties.

N. There is no attachment before or after judgment levied on the said property by any court or other authority, and the Society and/or Developer are not restrained and/or prevented by any competent court and/or authority from entering into any agreements with the Members/Occupants of the said property, as appearing herein or for redeveloping the same.

O. The Developer has appointed Mr. Jitendra Dewoolkar of M/s. Ellora Project Consultants Pvt. Ltd. as Architect and Mr. Abhijit V. Phatarpekar of M/s. Ira Structural Consultants as RCC Consultant & Structural Engineer for the preparation of the structural design and drawings of this building. The Developer shall avail of the services of the said Architects and R.C.C. Consultant or such other competent Architects and Structural Engineer Consultant till the completion of the proposed building.

P. Building Permission Cell, Greater Mumbai / MHADA have issued the “Commencement Certificate” Bearing No. _____ Dated _____, the validity whereof may be extended from time to time by them on compliance of certain terms and conditions states therein. Copy of Commencement Certificate is annexed hereto and marked as **Annexure “F”**.

Q. The Certificates of Title dated 5th June 2024 have issued by Mr. V. M. MAHADIK, Advocate certifying the title of “Subhash Nagar Suhas Co-operative Housing Society Limited” (the Society), viz. building no. 47 in respect of the said piece or parcel of land of building no.47 as per lease deed admeasuring 653.97 sq. mtr. Plus Tit bit admeasuring 35.36 sq. mtr. (Including 14.79 sq. mtr. Road set back), AND area of Transit Camp plot admeasuring 595.11 sq. mtr. thus aggregate admeasuring 1284.44 Sq. Mtrs. of plots of CTS

No. 828, Survey No. 67 to 71, Sub 76 to 83 together with structure standing thereon being Building No. 47 consisting of total 24 (Twenty-Four) tenements, each having admeasuring 208.75 sq.ft. (19.39 sq. mtrs.) Carpet at Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071. A copy of said Certificate of Title dated 05/06/2024 is annexed hereto and marked as Annexure G.

- R. In accordance with the sanctioned building plan, the Developer has commenced construction of the new building known as “*Vighnaharta Enclave*”, on plot bearing CTS NO. 828(pt) of aggregate admeasuring 1284.44 Sq. Mtrs. or thereabout situated at Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 in the Revenue and Registration District of Mumbai Suburban District. The Developer has obtained the sanction/approval from the concerned local authorities, the plans, specifications, elevations, sections of the said building under redevelopment and shall obtain the remaining approval from various authorities from time to time, so as to obtain the building completion certificate/occupation certificate of the said building under redevelopment;
- S. The Purchaser/s has/have asked for inspection from the Developer and the Developer has given inspection to the Purchaser/s of all the information and documents relating to the project and title relating to the said property including letter of Intent issued by the Competent Authority under the Ceiling Act, the layout plan, sanctioned building plan, IOA, Commencement Certificate, design and specification prepared by the Developer Architects as sanctioned by the MHADA, and of such other documents required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as MOFA) and the Real Estate

(Regulation and Development) Act 2016 (hereinafter referred to as RERA) as well as the Rules made thereunder (hereinafter referred to as the ‘said Act’) and has agreed to acquire the said flat in the building under redevelopment. The Purchaser/s has prior to the execution hereof perused the certificate of title to the said property issued by V. M. MAHADIK (Advocate) and the other documents and papers disclosed by the Developer and has/have satisfied himself/herself/themselves/itself about the title to the said property and right of the Developer to redevelop the said building on the project land and sell premises therein on the ownership basis and has agreed not to raise any requisition on or objection of any manner whatsoever to the same. The Purchaser/s hereby confirms that the Developer has produced for inspection of the Purchaser/s all information and documents including site plans along with structural designs and specification approved by the local authority and made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is satisfied with the same and has no further or other information or disclosure required from the Developer. The Purchaser/s further confirms that the Purchaser/s was provided with a draft of this Agreement and has sufficient opportunity to read and understand the terms and conditions hereof.

T. The parties are aware that the RERA has been notified and is in force at the time of execution of this Agreement. As the MOFA continues to be in effect, all the rights and obligations of the parties under this Agreement shall be governed both under the RERA and MOFA, as may be applicable.

U. The Developer has registered the said project under the name ***“Vighnaharta Enclave”***, Plot Bearing CTS NO. 828(pt), Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400071 as per the provisions of RERA and its Rules with the Maharashtra Real Estate Regulatory Authority at Mumbai

(hereinafter refer to as “MAHA-RERA”) and the registration is granted to the project under project registration number _____, dated _____, authenticate copy whereof is annexed hereto and marked as **Annexure “H”**.

V. The Purchaser/s has full knowledge of this project and all the terms and conditions and covenants contained in the documents, plans and approval referred to hereinabove agreed for purchase an ownership basis a **RESIDENTIAL FLAT** and at the request of the Purchaser/s the Developer has agreed to sell to the Purchaser/s a **Residential Flat** no._____, on_____ Floor, of Wing “_____”, Admeasuring_____ Sq. Mts. (_ Sq. ft.) Carpet as defined under RERA together with_____ car parking space in the building **“Vighnaharta Enclave”**, Subhash Nagar Suhas Co-operative Housing Society Limited viz. building no.47 on the said land bearing CTS No. 828, Survey No. 67 to 71, Sub 76 to 83 of Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 hereunder written (hereinafter referred to as “**the said Flat**”) more particularly described in the **Second Schedule** hereunder written, shown on the typical plan annexed hereto and marked as **Annexure “I”** at or for the sale consideration mentioned in **Part “B”** of **Third Schedule** hereunder written subject to the Purchaser/s executing and registering this Agreement in accordance with the provisions of RERA/MOFA, as applicable and on the terms conditions and covenants specified herein;

W. The Purchaser/s has/have paid or shall pay to the Developer an amount mentioned in **Part “B”** of the Third Schedule herein below written being earnest/booking/consideration amount for the purchase of the said flat agreed to be sold by the Developer to the Purchaser/s. The payment and receipt whereof the Developer doth

hereby and shall admit and acknowledge and the Purchaser/s has agreed to pay to the Developer the balance of the total consideration in the manner as mentioned in **Part “B” of Third Schedule** hereunder written.

X. Under the provisions of Section 13 of the said Real Estate (Regulation & Redevelopment) Act, 2016 and the Rules as also under Section 4 of the MOFA (Maharashtra Ownership of Flat Act, 1963), the Developer is required to execute a written Agreement for Sale of the said flat in favour of the Purchaser/s and the same is required to be registered under the provision of the Indian Registration Act, 1908.

Y. The parties hereto relying on the representation, confirmation and assurances of each other, and the terms and conditions and the relevant laws are willing to enter into this Agreement on the terms and conditions herein below contained.

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

1. The recitals, annexures, and schedules in and to this Agreement shall form integral part of this Agreement and this Agreement shall be read and construed accordingly.
2. The Developer is well and sufficiently entitled to and have absolute beneficial interest in the properties mentioned hereunder in First Schedule and shall reconstruct a new building comprising of Residential Flats situated on the land bearing CTS No. 828, Survey No. 67 to 71, Sub 76 to 83 of Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 in accordance with the plan,

design, specification approved by the concerned authority/Building Permission Cell, Greater Mumbai/MHADA vide Intimation of Approval (IOA) bearing No. MH/EE/BP/Cell/GM/MHADA-29/157/2024 DATED 03.06.2024 (a copy is annexed hereto and marked as **Annexure “J”**) and Commencement Certificate bearing No. _____ Dated _____ (as annexed “F” hereto) in respect of the building Subhash Nagar Suhas Co-operative Housing Society Limited viz. building no.47. The Developer is entitled to sell Developer's Sale Components viz. residential flats in the new building **“Vighnaharta Enclave”**, Subhash Nagar Suhas CHS Ltd. and to appropriate themselves the said sale components on the sale of such premises.

3. The Developer has accordingly commenced construction of the said new building **“Vighnaharta Enclave”**, Subhash Nagar Suhas Co-operative Housing Society Limited on the said land in accordance with plans, designs and specifications approved and sanctioned by the MHADA and which have been seen and approved by the Purchaser/s.

4. The Developer has informed the Purchaser/s that the said property is being developing by the Developer only. It is expressly made clear that the Purchaser/s shall not claim any rebate or reduction in the purchase price, nor any other benefits from the Developer as a result of amendments, alterations, modifications and/or variations.
5. The Developer has given, and the Purchaser/s confirms having notice of the following: -
 - a. That the Developer is entitled to develop the said property and any additional “Transferable Development Rights” under the provision of the Development Control Regulations. This TDR could be utilized by developing and/or constructing storey or storey’s as may be approved by MCGM/MHADA from time to time.
 - b. The Developer is entitled to consume the entire and further increased FSI that may at any time be granted or made available by reason of any increase in FSI and/or by any changes in the Development Control Regulations in respect of the said property from time to time.

6. Subject to and with notice of what is stated in this present, the Developer has agreed to sell to the Purchaser/s and the Purchaser/s has agreed to purchase and acquire from the Developer on the ownership basis a Residential Flat no._____, on _____ Floor, of Wing “____” Admeasuring _____ Sq. Mts. (_____ Sq. ft.) Carpet as defined under RERA, together with _____ car parking space, bearing no._____ in the building “**Vighnaharta Enclave**”, Subhash Nagar Suhas Co-operative Housing Society Limited viz. building no.47 on the said land bearing CTS No. 828, Survey No. 67 to 71, Sub 76 to 83 of Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 more particularly described in of the **Second Schedule** hereunder written and shown in red colour lines on the typical floor plan annexed hereto and marked as **Annexure “I”** at or for the sale consideration (hereinafter referred to as “the Purchase Price) mentioned in **Part “B”** of Third Schedule hereunder written along with right to use all amenities, common areas and facilities and limited common areas and facilities appurtenant to the said flat. **However, it is clarified to the Purchaser/s that the purchase price does not include GST, local taxes, levies, duties, cesses, premium, water charges, insurance (whether currently applicable/payable or which may become applicable/payable at any time in future), which may be imposed by the MCGM/MHADA and/or Government and/or public authority shall be borne and paid by the Purchaser/s alone and the Developer shall never be liable responsible and/or required to bear and/or pay the same or any part thereof;**

7. The sale consideration shall be subject to Tax Deduction at Source (TDS) as required under prevailing law while making payment to the Developer under this Agreement as per the Income Tax Act, 1961. TDS is presently 1% of all amounts to be paid to the Developer, which TDS shall be deducted by the Purchaser/s at the time of making payment and remitted in Government Account in accordance with the

provision of Income Tax Act, 1961. The Purchaser/s agrees and undertakes to deliver to the Developer; original TDS certificate within a week time from the date of each payment of TDS made by the Purchaser/s, and/or before the end of the respective financial year in which all payment of TDS would have been made, whichever is earlier. Without prejudice to non-payment of TDS and/or non delivery of TDS certificates, the Purchaser/s shall be liable to deposit with the Developer an amount equivalent to the unpaid TDS on/or before the date of offer of possession which amount shall be refunded after deducting interest therefrom in respect of the period of delay in payment of TDS by the Purchaser/s to the Government and producing the TDS certificate and the Developer receiving the credit of the same;

8. The Developer shall confirm the final carpet area that has been allotted to the Purchaser 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 Developer. 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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 6 of this Agreement.

9. The Purchaser/s shall pay to the Developer in installments the said Purchase Price in respect of the said flat as more particularly mentioned in **Part “B”** of the **Third Schedule** hereto. In addition, the Purchaser/s shall also pay the applicable taxes thereon at the rate as required under the applicable law. The said purchase price is inclusive

of the consideration payable towards the common areas and facilities and the limited common area and facilities of the building in which the said premises are located. The payments to be made are on the basis of the completion status of the entire building and not on the completion status of each individual flat or the said premises. The certificate of the Architect of the Developer shall be conclusive proof of the stage of development of the said building and the Purchaser/s agrees not to dispute the same in any manner and agrees to make payment accordingly. All payment to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order drawn in favour of M/S. VIGHNAHARTA HEIGHTS PVT. LTD. or if directed by the Developer in its discretion, by direct bank transfer/RTGS deposited by the Purchaser/s in the Developer's bank account along with applicable taxes thereon. In case of any financing

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arrangement entered by the Purchaser/s with any bank or financial institution with respect to the purchase of the said flat, the Purchaser/s undertakes to direct such bank or financial institution does disburse/pay all such instalments of the consideration amounts due and payable to the Developer through an account payee cheque/demand draft drawn in favour of M/S. VIGHNAHARTA HEIGHTS PVT. LTD. or by direct bank transfer/RTGS deposited in the Developer bank account along with applicable taxes thereof;

10. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement shall have a first charge/lien on the said flat until all amount payable in respect of the said flat have been received by the Developer and the Purchaser/s shall not transfer his/her/its rights under this Agreement in any manner whatsoever.

11. The purchase price specified in Part “B” of the Third Schedule hereto is arrived at and mutually agreed upon between the parties hereto on the understanding that any deferment in payment of any of the installment would result in imposing simple interest at the rate of 18% per annum on the delay payment from the date it falls due for payment, the payment of which may be demanded by the Developer at any point of time till the possession of the said flat is handed over to the Purchaser/s. Upon such demand the Purchaser/s shall pay the said sum within 15 days. Notwithstanding such interest, all other terms and conditions of this agreement save and except the payment schedule shall remain the same.

12. Any overdue payments so received will be first adjusted towards taxes and statutory dues then against interest and subsequently towards outstanding amounts.

13. The offer for handing over the possession of the said residential flat shall be given by the Developer to the Purchaser/s on/or before

____ / ____ / ____ (hereinafter referred to as "**the Delivery Date**"), as per RERA Certificate. It is also that all amounts due and payable by the Purchaser/s under these presents are fully and effectually paid to the Developer and no breaches of any of the conditions of these presents are done by the Purchaser/s. The Developer shall not incur any liability if the Developer is unable to offer possession of the said Residential Flat by the aforesaid date if the completion of the said building is delayed by reason 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.

In such event, the Developer shall be entitled to a reasonable extension of time for the date of offering possession of the said flat. If the Developer still fail to offer possession of the said flat to the Purchaser/s on the aforesaid date and/or on such further date as may be mutually agreed upon, then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developer shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developer shall within 30 days (thirty days) after the receipt of the notice in writing of such termination refund to the Purchaser/s all the monies paid by the Purchaser/s to the Developer under this Agreement without any interest, until the repayment thereof, and until such amount is refunded, such amount and interest shall be a charge on the said flat to the extent of the amounts due to the Purchaser/s. After receipt of such notice the Developer shall be at liberty to sell and dispose of the said flat to any third party of the

choice of the Developer without any right, claim and interest of the earlier Purchaser/s.

14. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price as set out in **Part “B”** of the **Third Schedule** hereto shall be the essence of the contract.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and 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.

The Purchaser shall pay the Developer an interest on the defaulted instalment at the rate of 18% per annum for the period for which the

payment may have been delayed after the expiry of 15 days from the due date till outstanding payment or realization of cheque.

16. Liquidated damages shall mean and include that the promoter is entitled to forfeit earnest/booking amount paid by the Purchaser/s and will refund the balance amount if any after adjustment of (i) interest on any overdue payment, (ii) brokerage paid to channel partner/broker if any, (iii) administrative charges, (iv) taxes paid by the Developer to the authorities if any, (v) amount of stamp duty and registration charges to be paid on the Deed of Cancellation of this Agreement, if Agreement for Sale is registered, (vi) Any other taxes/charges which are currently applicable or may be applicable in future or (vii) subvention cost (if the Purchaser/s has/have opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank installments or paid directly by the Developer to the bank, (collectively referred to as the Non- Refundable Amount) without any liabilities towards cost, damages, interest etc. shall be refunded without interest upon execution and registration of the Deed of Cancellation which the Purchaser/s agrees and undertake to do. In this case, the Purchaser/s will not be entitled to any claim in respect of Registration Charges, Stamp Duty, Interest and/or taxes paid on the purchase price and the Developer shall be entitled to deal with resell and/or dispose of the said flat in the manner it may deem without any intimation, reference or recourse to the Purchaser/s to such person or persons at such price and on such terms and conditions as the Developer may deem and think fit in its absolute discretion and the Purchaser/s shall have no right to object to such sale/disposal of the said flat by the Developer. In the alternate, upon termination of this Agreement as aforesaid, the Developer shall be entitled to appropriate all amount till then paid by the Purchaser/s and claim and recover from the Purchaser/s the loss or damages suffered by the Developer for breach of contract by the Purchaser/s.

17. The Developer agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MHADA/MCGM at the time of sanctioning/approving the plans or thereafter and shall before handing over possession of the said residential premises to the Purchaser/s, after obtaining the Occupation Certificate in respect of the said premises from the MHADA / MCGM.

18. It is expressly agreed that the Purchaser/s shall be entitled to use the Common area and facilities appurtenant to the said premises, and the nature, extent and description of such common area and facilities is set out in **Part "A"** of the **Fourth Schedule** hereto.

19. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing no. _____, admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and 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 to sell to the Allottee covered parking spaces bearing nos. _____, admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium, being constructed in the layout for the consideration of Rs. _____ /-

OR

(ii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Ft., having _____ ft. length x _____ ft. breadth, without consideration.

OR

(ii) The Developer hereby agrees to allot to the Purchaser/s free of cost car parking space as an additional amenity. The Purchaser/s shall use the car parking space only for the purpose of keeping or parking vehicle and for no other purpose. The Developer shall endeavor to ensure that the Society shall allot the aforesaid car parking space to the Purchaser/s. The Purchaser/s agrees and acknowledges that the Developer is not selling the car parking space to the Purchaser/s, that no independent or separate purchase price or consideration is attributable to the same and that the Purchaser/s shall have the use and benefits thereof upon and subject to the terms and condition recorded herein and subject to the bye-laws, rule and regulation of the society;

20. The Fixture, fittings, and amenities to be provided by the Developer in the residential flats and in the said building are those that are set out in **Part “B” of the Fourth Schedule** hereto.

21. The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Developer complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Developer is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on ‘actual basis’. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Developer shall induct the Purchaser/s as member/s in the said Society in accordance with the provisions of the bye-laws of the

Society.

The Developer shall require the Purchaser/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

22. The Developer shall provide well equipped gym in the building and the membership of the said gym shall be restricted to the Purchaser/s, members/occupants of residential flats in the building only and no individual purchaser/member/occupant of the building will claim the exclusive right on the said gym.

23. The Purchaser/s have satisfied himself/herself/themselves about the design of the said flat and the design of the said building in which the said flat is located, as also the specifications and amenities to be provided and in the said flat. The Purchaser/s however agrees that the Developer reserve the right to change the fixture, fitting and amenities to be provided in circumstances wherein there is an uncertainty about the availability of fixture, fittings or amenities or the materials required to be provided, either in terms of quality and/or quantity and/or delivery and/or for any other reason beyond the control of the Developer. In such circumstances the Developer shall substitute the fixture, fittings and amenities without any approval of the Purchaser/s, in as much similar specification and/or quality as may be available and required during the stage / time of the construction in order to enable to the Developer to offer possession of the said flat on the stipulated date. The Purchaser/s agrees not to claim any rebate or discount or concession in the consideration on account of a change or substitution in the fixture, fittings or amenities by the Developer.

24. Upon the Purchaser/s taking possession of the said flat the Purchaser/s shall have no claim against the Developer as regards the quality, quantity of building materials used for construction of the said premises or the building in which the said flat is located or the said

building or the nature of the construction or the design or specifications of the said premises or building in which the said flat is located.

25. Provided that if within a period of five years from the date of handing over the offering possession of the said flat to the Purchaser/s, the Purchaser/s bring to the notice of the Developer any structural defect in the said flat or the building in which the said flat is located or any defects on account of workmanship, quality or provision of service, the material used therein or any unauthorized change by the Developer in construction of the building in which the said flat is situate, then, wherever possible such structural defects or unauthorized changes if any done by the Developer shall be rectified by the Developer at their own cost and in case it is not possible to rectify such structural defects, then the Purchaser or unauthorized changes by the Developer at their own cost then the Purchaser/s shall be entitled to receive from the Developer a reasonable compensation for the such structural defect or change in the manner as provided under the Act.;

26. The Developer agree that the Defect Liability period of the newly constructed building for the Purchaser/s herein shall be for (5) five years from the date of handing over possession of the said premises to the Purchaser/s and the Developer shall not permit alteration or renovation whereby the toilet or the bathroom of the flats. The Developer agree and undertake to rectify any such defects such as working of WC, flush, bathroom, leakage, major drawbacks in the craftsmanship workmanship, which may be detected only upon actual use of the said premises and which can be attributed to the bad workmanship or bad construction practice, or defective construction material save and except defective use negligent acts on the part of the Purchaser/s.

27. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever in respect of the

said property and/or the said building and/or on additional Floor Space Index and/or TDR that may be available for use on the said property or the said building under construction and the rights of the Purchaser/s shall be limited to said premises hereby to be sold.

28. The Developer shall be entitled to develop and/or construct storey or storeys as may be approved by MCGM/MHADA from time to time with or without terrace, garden house and shall be entitled to sell the exclusive use of the same and/or otherwise dispose of the same at the discretion of the Developer. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open space by the Purchaser/s of such terrace houses and shall not be entitled to the use of the same. The Purchaser/s of such terrace houses shall be exclusively entitled to the use of the terrace or open spaces sold and/or allotted to him.

29. The Purchaser/s undertakes not to object to the construction and development on the said property. Further the Purchaser/s shall not object or obstruct the Developer from fulfilling their contractual or statutory obligation vis-à-vis the said lands in any manner whatsoever.

30. The Developer shall have a first lien and charge in respect of the said flat till such time as the Purchaser/s has made full and complete payment of all monies payable under this Agreement.

31. The Purchaser/s hereby agrees to and shall pay to the Developer the amount mentioned in **Part “C”** and **Part “D”** of the **Third Schedule**, an additional amount toward expenses/outgoing charges hereunder written within a period of 15 days from the date of notice and in any event before possession of the said flat. The said amount is over and above the purchase price (as mentioned hereto in **Part “B”** of the **Third Schedule**).

32. The Purchaser/s shall allow the Developer and their surveyors and agents with or without workmen and others at all reasonable times to

enter into upon the said flat or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said

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infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said flat or the building in which the said flat are located and for the purpose of lying down maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes;

33. If the Purchaser/s desires to sell or transfer his/her/their interest in the said flat or wishes to transfer or give the benefit of this Agreement to anyone else, the Purchaser/s can only do so with prior permission and approval in writing of the Developer. The Purchaser/s shall not be entitled to sell or transfer his/her interest in the said flat without the permission of the Developer and the Developer shall not be bound or liable to give permission to such transfer. Further the Developer is not obliged to permission to such transfer even if the Purchaser/s is willing to agree on terms and conditions as stated herein.

34. The Purchaser/s and the person to whom the other units in the said building are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things as the Developer shall require him/her to do and execute from time to time or effectively enforcing this Agreement and/or safeguarding the interest of the Developer and all persons acquiring the remaining unit in the said building constructed on the said plot of land;

35. The Purchaser/s shall, at his/her/their own cost, maintain the said flat in the same condition, state and order in which it is delivered to him/her and shall abide by all the bye-laws, rules and regulations of the Government, MCGM, MHADA, Maharashtra State Electric Board and of the Society and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement;

35A. In case the transaction being executed by this agreement between the

Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ Allottee/ both, as the case may be, in accordance with the agreed terms of payment.

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

37. Until such time as the development is completed and the possession of the said building delivered to the Society, the Developer shall be entitled at their discretion, to control the management of the said building and to release the outgoing and to disburse the payments to be made toward the expenses as set out in **Part “D”** of the **Third Schedule** and shall keep separate account thereof.

38. All the letters, circulars, receipts, and notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post or under certificate of posting at his/her/their address as specified below:

Name : (1) _____
 (2) _____
 (3) _____

Address : _____

39. The Purchaser/s will maintain the said flat at his/her/their own cost in

good, tenantable repair and condition form the date of possession of the said premises and shall not do or suffer anything to be done in or to the said building or any part thereof in contravention of the rules,

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regulations or bye-laws of the MCGM or Society of local or other authority or change/alter or make additions in or to the said building and/or to the said premises or any part thereof;

40. The Purchaser/s agreed for not to store in the said flat any goods which are of a hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the building in which the said flat are situated or storing of goods which are objected by the Society or any local or other Authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the premises is situated and in case of any damages caused to the construction or structure of the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of such breach;

41. The Purchaser/s is agreed to carry at his own cost all internal fitting and fixture to the said flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do and suffer to be done anything in or to the building in which the said Premises is situated or the Premises which may be given and to observe the Rules and Regulations and bye-laws of Concerned Authority, Cooperative company or any other Authority. And in the contravention the above provision, the Purchaser/s shall be responsible and liable for consequences thereof to Concerned Authority and any other public Authority.

42. The Purchaser/s shall not at any time demolish or to cause to be demolished the flat or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside cover scheme of the building in which the premises is situated and shall keep the portion, sewers, drains, pipes in the Premises and

appurtenances thereof in good, tenable and repair conditions, and in particular so as to support shelter and protect the other part of the building in which the premises is situated and shall not chisel or in any other damage to columns, beams, walls, slabs, or R.C.C. paradise or other structural members in the premises without the prior written permission of the Developer or Apartment Owners Association under Maharashtra Ownership Flat Act;

43. The Purchaser/s shall not do or permit to be done or cause to be done any act or thing which may render void or voidable any insurance of the said flat or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to users and occupier of the other units in the said building.

44. The Purchaser/s shall not be thrown 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 land & building in which the said flat is situated.

45. The Purchaser/s shall observe and perform all the Rules and Regulations which the Society may adopt at its inception and the additions alterations/documents thereof that may be made from time to time for protections and maintenance of the said building and flats therein, and the observance and performance of the building rules, Regulations and bye-laws for the time being of concerned authority and of Government and other bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

46. The Purchaser/s shall not be entitled to let or sublet or sell or transfer or sub lease or mortgage and/or charge or in any way encumber or deal with dispose of or part with possession of the said flat or any part thereof and/or assign, under-let, sublet or part with his right title or interest under this Agreement or the benefit of this Agreement without the prior consent in writing of the Developer provided and until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement however that the Purchaser/s shall be entitled to mortgage the said flat in favour of any bank or financial institution for the purpose of securing loan to acquire the said flat after taking prior permission of the Developer. The Purchaser/s alone is liable for the timely payment of the purchase consideration and all other amounts due to the Developer and the Developer shall not be responsible in any manner whatsoever in case any liability arises towards repayment of such loan facility. The Purchaser/s agrees and undertake to indemnify and keep the Developer indemnified and saved harmless from and against any actions, suits, claims, proceeding, damages, liabilities, losses, charges, expenses or costs which may be faced suffered inflicted or incurred by the Developer by reason of any action that the bank / financial institution may initiate in relation to such loan or mortgage, as consequences of breach of any of the terms and conditions of their arrangement or default in payment of any legal dues by the Purchaser/s. Notwithstanding the availing of such loan, the Developer shall have first lien/charge over the said flat until all amounts payable in respect of the said flat have been received by the Developer;

47. The Purchaser/s shall not let, sublet, transfer, or assign or part with possession of the said flat or any portion thereof without the consent in writing of the Developer. The Purchaser/s and the person to whom they said flat let, sublet, transferred or assigned or given possession

thereof, shall from time to time sign all applications, papers and documents and to do all acts, deeds and things as the Developer and Limited company and/or Legal body as the case may be require for safe guarding the interest of the Developer and/or the other Purchaser/s in the said Building. The person to whom the said flat is let, sublet, transferred, or assigned shall observe and perform all the byelaws, rules and regulations with which the Purchaser/s bind himself as per this Agreement.

48. Stamp duty, Registration charges, GST and any other taxes and/or charges incidental to this Agreement for sale shall be borne and paid by the Purchaser/s alone. The Developer shall not be responsible not liable to contributes any amount towards the same.

49. During the course of construction, if the Purchaser/s is/are desirous of visiting the said property, the Purchaser/s shall obtain prior a written permission from the Developer. During such Visits to the Site, in case if there is any accident/ mishap or casualty then the Developer will not be responsible or liable in any manner whatsoever.

50. The Developer shall at all the times hereinafter at the request and cost of the Purchaser/s execute any document or documents as the Purchaser/s may require for perfectly securing the title of the said Residential Flat No. _____, unto the Purchaser/s and The Developer doth hereby agree to indemnify the Purchaser/s for any loss or damage incurred by the Purchaser/s for lack of title on part of the Developer.

51. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act. 1963 and the Maharashtra Ownership Flats Rules. 1964 as amended up to date or any other provisions of Law applicable thereto.

52. The Developer shall be entitled to consume the available plot FSI, additional FSI, bonus FSI, Fungible FSI, Premium FSI and all additional FSI that may be available in respect of the said Property in any form and manner till completion of said building and handover of members' flats therein and the Developer shall also be entitled to acquire and purchase the maximum permissible FSI and/or TDR generated from the MHADA layout for the said project and use permissible F.S.I. available as per Development Control Regulation 33(5) and further Fungible compensatory F.S.I. available as per Development Control Regulation 35(4) as amended from time to time or such additional regulations as may be approved by MCGM/MHADA from time to time;

53. The building shall be constructed as per the plans approved by MHADA / MCGM, as amended and approved from time to time, by consuming full F.S.I. potential of the said Property (including additional/fungible FSI etc.) from M.C.G.M. / MHADA and also by loading TDR at the costs of the Developer and the entire expenses of Building redevelopment / reconstruction shall be borne and paid by the Developer.

54. The Developer shall be responsible to obtain all the required permissions, time to time from the respective / competent authorities such as I.O.A., C.C., O.C. etc.

55. The Purchaser/s will from the date of the possession of said flat be liable to pay the municipal assessment and all taxes and all other outgoings of his/her/their flat in the building including Property Tax, Water Charges, Electricity Charges, Cooking Gas Charges and Monthly Maintenance Charges, and all other outgoings irrespective of whether the member have taken physical possession of the flat or not. It is agreed by the Developer that the intimation to the member about the possession will be given only after the Flat is duly completed in all respects and certified by the architect as being complete.

56. The Developer shall not be liable for any loss/damage or delay due to ADANI or MSEB or any other electric company causing delay in sanctioning and supplying electricity or due to the Corporation or MHADA or concerned local authority causing delay in supplying permanent water connection or such other service connections necessary for using/ occupying the said premises.

57. The Developer shall complete the construction / redevelopment work of the building on/or **before** ____ / ____ / _____ and further period on informing the Purchaser/s the reason of delay which is beyond the control of the Developer during force majeure period and/or any delay by MHADA in granting requisite permissions or disputes if any raised by society members etc. Subject to force majeure period and/or delay on account of MHADA granting requisite permissions.

58. The Developer shall provide Mahanagar Gas Connection to all the flats owners in the building. And the deposit amount and misc. expenses incurred need to be paid by the Purchaser/s.

59. If the Purchaser/s for any reason whatsoever neglects, omits or fails to pay Developer any part of the amount due and payable to the Developer as per the terms and conditions of this Agreement (whether before or after the delivery of possession of the said premises) within the time herein specified or if the Purchaser/s shall, in any other way, fail to perform or observe any of the covenants and stipulations herein contained or referred to, or if in the opinion of the Developer may cause trouble in any manner whatsoever to the other Purchaser/ss, the Developer shall be entitled to re-enter upon and resume possession of the said premises as also this Agreement shall stand terminated. The Purchaser/s agrees that upon accrual of the Developer right to re-enter the said Premises as aforesaid, all the Purchaser/ss right, title and interest of and under this Agreement shall cease and Purchaser/s shall be liable for immediate ejectment as a trespasser. The Purchaser/s shall thereupon cease to have any right or title or interest in the said premises;

60. The Developer have agreed that the provision for Fire Fighting System will be as per the norms and regulations of M.C.G.M and Fire Brigade authorities Mumbai;

61. All Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

62. That the rights and obligation 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 courts in Mumbai will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

(“Land together with Building No.47”)

All that piece and parcel of land (i) Plot area of building no.47 as per lease deed admeasuring 653.97 sq. mtr. Plus Tit bit admeasuring 35.36 sq. mtr. (Including 14.79 sq. mtr. Road set back), (ii) Plot area of Transit Camp plot admeasuring 595.11 sq. mtr. Aggregate Area of both the plots is admeasuring 1284.44 Sq. Mtr. of CTS No. 828, Survey No. 67 to 71, Sub 76 to 83 together with structure standing thereon being Building No. 47 consisting of total 24 (Twenty-Four) tenements, each having admeasuring 208.75 sq.ft. (19.39 sq. mtrs.) Carpet at Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 in the registration Sub-District of Kurla, Mumbai Suburban District within the registration district and sub – district of Mumbai City and Mumbai Suburban and within the limits of Municipal Corporation of Greater Mumbai being bounded as follows:

On or towards the East : T.C. Chawl

On or towards the West : 40".00 Wide Road Bldg. No. 35

On or towards the North : 40".00 Wide Road Bldg. No. 46

On or towards the South : Nalla

SECOND SCHEDULE ABOVE REFERRED TO

RESIDENTIAL FLAT No. _____, on _____ Floor, of Wing
 “ _____ ” Admeasuring _____ Sq. Mts. (_____ Sq. ft.)
 Carpet as defined under RERA, together with _____ car parking space
 bearing no. _____, in the building “**Vighnaharta Enclave**”,
 Subhash Nagar Suhas Co-operative Housing Society Limited constructed
 on the land more particularly described in the First Schedule herein above
 written.

And further details as under-

1) Year of Construction	2024
2) RERA Carpet Area	: _____ Sq. Mts. (_____ Sq. ft.)
3) No. of floor of the Building	: Ground + 16 Floors with lifts.
4) Municipal Ward No	: “M” Ward
5) Survey No.	: 67 to 71, Sub 76 to 83
6) CTS No.	828

THIRD SCHEDULE ABOVE REFERRED TO

PART ‘A’

(Particulars of ‘Flat’)

Residential Flat No. _____, on _____ Floor, of Wing “ _____ ”
 Admeasuring _____ Sq. Mts. (_____ Sq. ft.) Carpet as
 defined under RERA.

PART ‘B’

(Details of Payment of Consideration Amount)

(All amounts, charges payable within 15 days from the date of demand)

Aggregate Consideration (the Purchase Price) Rs. _____/-
(Rupees _____)

Only) and shall be deposited in RERA Designated Collection Bank
 Account, _____ Bank, _____ Branch having IFS Code
 _____ situated at _____. In addition to the above bank
 account, I/we have opened in the same bank, RERA Designated Separate
 Bank Account and RERA Designated Transaction Bank Account having

Account No. _____ and _____ respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in the following manner:-

Sr. No.	Consideration/Payment Demand	In Percentage (%) of Agreement Value	In Amount Rs.
A	On Booking	10%	
B	On Registration	20%	
C	On Completion of plinth	15%	
D	On Completion of 1st Slab	3%	
E	On Completion of 2 nd Slab	3%	
F	On Completion of 3 rd Slab	3%	
G	On Completion of 4 th Slab	3%	
H	On Completion of 5 th Slab	3%	
I	On Completion of 6 th Slab	3%	
J	On Completion of 7 th Slab	3%	
K	On Completion of 8 th Slab	3%	
L	On Completion of 9 th Slab	3%	
M	On Completion of 10 th Slab	3%	
N	On Completion of 11 th Slab	3%	
O	On Completion of 12 th Slab	3%	
P	On Completion of 13 th Slab	3%	
Q	On Completion of 14 th Slab	2%	
R	On Completion of 15 th Slab	2%	
S	On Completion of 16 th Slab	2%	
T	On Completion of Brick Work	2%	
U	On Completion of Plastering	2%	
V	On Completion of Flooring	2%	
W	On Completion of Electric Work	2%	
X	On possession	2%	

PART 'C'
(Other Expenses)

Aggregate Charges of Rs. 300/- per square feet

Sr. No.	Particulars
1	Legal and Document charges
2	Share money, entrance fee and membership charges toward Co-op. Society.
3	Charges towards Electricity connection, meter deposit, MSEB/ADANI service charges, cable charges.
4	Water and Drainage connection deposit and meter charges or any other charges imposed by the MCGM/MHADA or other Government authority.
5	Property Tax till the date of Possession of said Flat.
6	All other or any other taxes or charges or expenses levied by the MCGM or MHADA or state or Government authorities.

PART 'D'

(List of Outgoing)

Aggregate Charges of Rs.1,00,000/- (Rupees One Lakh Only)

Sr. No.	Particulars
1	Insurance Premium of property.
2	Expenses for the day to day maintenance and management of the building such as lights on the staircases, passages, common terraces, common areas and lifts, salaries of the watchman, sweepers, gardener and other staff.
3	Costs of cleaning, lighting the passages, landings, staircases, terraces and other part of the building as enjoyed or used by the party of the other part in common as aforesaid.

4	Costs of working and maintenance of water pumps, generator, lights and other charges.
5	Such other expenses and outgoing as may became necessary to be recovered in the sole discretion of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART 'A'

COMMON AREA AND FACILITIES

All that area covered by staircase, staircase walls/cabins/passages, lifts, lift machine room, pump room, terrace, watchman cabin, society office, electrical meter room, entrance lobby, gym, storm water drainage and any other area or facilities that is being used or will be used by all the Purchaser/s together with the other members of the society.

PART 'B'

LIST OF AMENITIES

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1	Well illuminated lobby, staircase and common area.			
2	Decorative air conditioner at main entrance lobby.			
3	Decorative building Main Gate, Building's name to be prominently displayed at the Entry Gate.			
4	Elevators for building of OTIS/KONE/SCHIN DLER or Equivalent make with ARD system.			
5	Modern fire alarm and firefighting system, sprinklers as per CFO norms.			
6	Rainwater harvesting			

	system.			
7	Electric car and Bike charging points			
8	24X7 CCTV Camera surveillance systems in the building			
9	Modern intercom system			
10	Security cabin on main gate			
11	Design Compound Wall (min height of 5 ft) and adequate lighting above it. Adequate Tree plantation all along the compound wall.			
12	Easily accessible dustbins located on each floor and compound area			
13	Systematic garbage collection system			
14	Designer tiles in the compound area			
15	Society office in the building			
16	Well-equipped gym in the building for the members/Purchaser/s , Occupants.			
17	Anti-termite treatment for entire foundation			
18	Well design lift lobbies on each floor			
19	Premium brand automatic stretcher lift			
20	Bore well			
21	Provision for MGL Gas connection			
22	Waterproofing treatment on the terrace			
23	Ample mechanical puzzle / tower car parking			
24	Underground and Overhead water tanks with adequate storage facility with auto control water pumps for water supply.			
25	Water pums of adequate capacity			
26	Notice Board to be dispalyed at prominent place near			

	the elevator.			
27	Name plates to be provided for individual flats			
28	Internet cable provided in all flats			
29	WIFI enabled main entrance lobby			
30	Generator for lifts to be provided or alternate supply of power as per CFO norms.			
31	Common toilet on ground floor			

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1	Well illuminated lobby, staircase and common area.					
2	Decorative air conditioner at main entrance lobby.					
3.	Modern fire alarm and firefighting system, sprinklers as per CFO norms.					
4.	24X7 CCTV Camera surveillance systems in the building					
5.	Modern intercom system					
6.	Easily accessible dustbins located on each floor and compound area					
7.	Society office in the building					
8.	Well-equipped gym in the building for the members/Purchase r/s, Occupants.					

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1.	Decorative building Main Gate, building's name to be prominently displayed at the Entry Gate.					
2.	Elevators for building of OTIS/KONE/SC HINDLER or Equivalent make with ARD system.					
3.	Rainwater harvesting system.					
4.	Electric car and Bike charging points					
5.	Security cabin on main gate					
6.	Design Compound Wall (min height of 5 ft) and adequate lighting above it. Adequate Tree plantation all along the compound wall.					
7.	Systematic garbage collection system					
8.	Bore well					
9.	Underground and Overhead water tanks with adequate storage facility with auto control water pumps for water supply.					
10.	Common toilet on ground floor					

D.) The size and the location of the facilities/ amenities in form of open spaces (RG /PG etc.) provided/ to be provided within the plot and/ or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization

E.) Details and specifications of the lifts:

	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1.	Lift	4	4	1.25 (mtr/sec)

1	<p>ELECTRIFICATION</p> <p>a) High grade concealed copper wiring with MCB b) Modern Modular switches with circuit breakers c) Adequate electric, A.C., T.V., Telephone Points d) Intercom & Video door phone e) Internet Cable to be provided</p>
2	<p>BATHROOM</p> <p>a) Concealed Plumbing b) Designer bathroom with modern sanitary ware c) Designer wall tiles and anti skid titles d) Granite door frames e) Premium branded designer C.P. bath fittings f) Louvered windows with mosquito net g) Exhaust fan for fresh air h) Geyser</p>

3	<p>WALL & PAINTS</p> <ul style="list-style-type: none"> a) POP finished internal walls b) Quality paint on internal and external walls c) Texture paint on external walls
4	<p>DOORS & WINDOWS</p> <ul style="list-style-type: none"> a) Designer laminated flush doors with elegant handles and branded locks b) Wooden door frames for main door and all other rooms c) Anodized aluminum sliding windows with tinted glass d) One panel mosquito prevention net e) Granite windows sill with molding f) MS grill / railing for safety on windows g) Large windows for optimal natural lights and ventilation
5	<p>KITCHEN</p> <ul style="list-style-type: none"> a) Granite kitchen platform alongwith semi-modular kitchen b) Branded SS sink with drain board c) Full wall designer wall tiles d) Exhaust fan for fresh air e) Provision for fridge, washing machine and dryer f) Mosquito prevention net in window g) Water Purifier
6	<p>FLOORING</p> <ul style="list-style-type: none"> a) Premium vitrified titles in all the rooms b) Anti-skid flooring in toilet and bath rooms

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]
By the withinnamed party of]
the “**ONE PART**” the ‘**DEVELOPER**’]
M/S. VIGHNAHARTA HEIGHTS PVT. LTD.]
through its Director]
SHRI AJIT SAKHARAM CHAVAN] _____

in the presence of

1. _____] _____
2. _____] _____

SIGNED SEALED AND DELIVERED]
By the withinnamed party of]
the “**OTHER PART**” the **PURCHASER/S**]

(1) MR/MRS. _____] _____

(2) MR/MRS. _____] _____

(3) MR/MRS. _____] _____

in the presence of

1. _____] _____

2. _____] _____

RECEIPT

RECEIVED WITH THANKS a sum of Rs. _____/- (Rupees

_____ Only) by Cheques from
Mr/Mrs. _____

the Purchaser/s being the part payment of the sale of RESIDENTIAL FLAT No. _____, on _____ Floor, of Wing “_____”, Admeasuring _____ Sq. Mts. (_____ Sq. ft.) Carpet Area as defined under RERA, together with _____ car parking space in the building “**VIGHNAHARTA ATHARVA**”, Subhash Nagar SUHAS Co-operative Housing Society Ltd. on the land bearing CTS No. 828, Survey No. 67 to 71, Sub 76 to 83 of Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 Taluka and Registration District of Mumbai Suburban.

We say received.

Rs. _____/-

for M/S. **VIGHNAHARTA**

HEIGHTS PVT. LTD.

through its Director

Shri Ajit Sakharam Chavan

Place : Mumbai

Date : _____/_____/_____

WITNESS: -

1. _____

2. _____