

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____ in the
Christian Year Two Thousand_____

BETWEEN

M/S. VARDHMAN DEVELOPERS LIMITED, a Company registered
under the Companies Act, 1956 through any of its Directors
..... having its registered office at 113, Commerce
House, 140, Nagindas Master Road, Fort, Mumbai 400 023 hereinafter
referred to as "**THE OWNERS/DEVELOPERS**" (which expression shall
unless it be repugnant to the context or meaning thereof be deemed to mean
and include their successors in title and assigns) of the **ONE PART**;

AND

----- of Mumbai,
Indian Inhabitant, having his/her/their/it's address at

-----hereinafter referred to as
"PURCHASER" (which expression shall unless it be repugnant to the
context or meaning thereof be deemed to mean and include their successors
in title and assigns) of the **OTHER PART**:

WHEREAS:

- 1) By a Deed of Conveyance dated 1st July, 2010 and registered with the
Sub-registrar of Assurances under Sr. No. BBI-1/5496 of 2010 made
between one 1) SHRI SHANTILAL RAVJI AND 2) SMT. SARLA
SHANTILAL as the Vendors therein and the Owners /Developers

herein as Purchasers therein, the said Vendors did thereby sell and convey unto the Purchasers therein being the Owners/Developers herein all that piece or parcel of land bearing Cadastral Survey No. 751 of Mazgaon Division admeasuring 3219.92 sq. mtrs or thereabouts situate at Ghorupdeo Road, together with chawls and structures standing thereon known as “Ravji Sojpal Chawl” and more particularly described in the Schedule thereunder written which corresponds to the property described as Firstly in the First Schedule hereunder written at the price and on the terms and conditions therein contained.

- 2) By a Joint Development Agreement dated 23rd April, 2015 and registered with the Sub-registrar of Assurances under Sr. No. BBI-1/5477 of 2015 made between one [1] SHRI VIJAY KASHIRAM BHINGARDE and [2] SHRI KAMLESH BASANTKUMAR KOTHARI as the Owners therein and the Owners/Developers herein as Developers therein, the said Owners did thereby grant unto the Developers therein being the Owners/Developers herein development rights in respect of all that piece or parcel of land bearing C.S.Nos 1/750 and 1A/750 of Mazgaon Division, situate lying and being at Rambhau Bhogle Marg, Ferbunder, Mumbai-400 033, admeasuring 596.11 sq. mtrs. and 885.08 sq. mtrs. respectively comprising an area of 1481.19 sq. mtrs. in the aggregate, together with two buildings and structures thereon known as Bharat Bhuvan No 1 & 2 and more particularly described in the First Schedule thereunder written which

corresponds to the property described as Secondly in the First Schedule hereunder written at the price and on the terms and conditions therein contained.

- 3) In the premises the Owners/Developers herein became seized and possessed of property bearing Cadastral Survey No. 751 of Mazgaon Division admeasuring 3219.92 sq. mtrs or thereabouts situate at Ghorupdeo Road, together with chawls and structures standing thereon known as “Ravji Sojpal Chawl” as absolute Owners thereof and property bearing C.S.Nos 1/750 AND 1A/750 of Mazgaon Division, situate lying and being at Rambhau Bhogle Marg, Ferbunder, Mumbai-400 033, admeasuring 596.11 sq. mtrs. and 885.08 sq. mtrs. respectively comprising an area of 1481.19 sq. mtrs., in the aggregate, together with two buildings and structures thereon known as Bharat Bhuvan No 1 & 2 as the Developers thereof and which properties are more particularly described as Firstly and Secondly in the First Schedule hereunder written and hereinafter collectively referred to as ‘the said Property’.
- 4) The buildings in the said property being in the exclusive use and occupation of various Tenants, the Owners/Developers herein have arrived at an arrangement with the said Tenants who have granted their consents to the redevelopment as required by MHADA.
- 5) The Owners/Developers herein having formulated a comprehensive scheme for re-development by amalgamating the said two properties described in the First Schedule hereunder written have obtained

Composite Redevelopment NOC from Mumbai Building Repairs and Reconstruction Board (MBRRB) bearing No. R/NOC/F-2067&2300/3985/MBRRB-15 dated 4th June, 2015 and have also obtained from the Municipal Corporation of Greater Mumbai sanction of Building Plans and IOD bearing No. E.B/6713/E/A dated 3rd July, 2013 and Commencement Certificate bearing No. EEBPC/6713/E/A dated 12th March, 2015 and having obtained the said requisite sanctions from the Concerned Authorities have vacated the occupants from the said properties and have commenced construction of a new multi storied building to be known as "Vardhman Flora "in accordance with the sanctioned building plans and permissions. The Owner/ Developers hereby inform the Purchaser/ Flat Holder that they are in process of acquiring adjoining properties and intend to amalgamate them with these properties in order to have a composite development.

- 6) The Owners/Developers have appointed an Architect registered with the Council of Architects and have also appointed a structural Engineer for the preparation of the structural designs and drawings of the buildings and the Owners/Developers accept the professional supervision of the Architect and the Structural Engineer so appointed in respect of the buildings to be constructed on the said property.
- 7) The Flat Holder/Purchaser has applied to the Owners/Developers for allotment to the Flat Holder/Purchaser of a premises in the Building

known as "**VARDHMAN FLORA**" to be constructed on the said property described in the First Schedule hereunder written;

- 8) Accordingly, the Owners/Developers herein have allotted to the Flat Holder/Purchaser, a premises admeasuring _____sq. mts. carpet area bearing No. _____ on the _____ floor in the _____ Phase of the building to be known as " **VARDHMAN FLORA**" in the said property described in the First Schedule hereunder written and presently the carpet area is determined on the basis of net usable floor area of the Flat, including the area covered by the internal partition walls or columns of the Apartment and is as per RERA;
- 9) The Flat Holder/Purchaser has taken inspection of the aforesaid Conveyance, Development Agreement, MHADA NOC, Intimation of Disapproval, Commencement Certificate and all amendments issued by the Municipal Corporation of Greater Mumbai and all other necessary permissions and in token of having taken inspection, has executed the present Agreement and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder
- 10) A copy of each Certificates of title issued by Kishore Thakordas & Co. and Kanga & Co. , Advocates & Solicitors in respect of the said properties described in the First Schedule hereunder written are annexed hereto and marked **Annexure "A" and "B"** respectively. The Flat Holder/Purchaser further confirms that the

copies of the Title Certificates annexed hereto are True Copies of the Original Certificates inspected by the Flat Holder/Purchaser. The Flat Holder/Purchaser accepts the said Title Certificates and agrees not to raise any further or other requisitions or objections to the title of the said Owners/Developers to the said property. A copy each of the Property Register Cards in respect of the said properties described in the First Schedule hereunder written reflecting the Owners/Developers as Holders of the property described as Firstly in the First Schedule and reflecting the names of [1] SHRI VIJAY KASHIRAM BHINGARDE and [2] SHRI KAMLESH BASANTKUMAR KOTHARI as Holders who have granted development rights to the Owners/Developers herein in respect of the property described as secondly in the First Schedule hereunder written are annexed as **Annexure "C" & "D"** respectively hereto;

11) The Flat Holder/Purchaser in view of the said allotment has requested the Owners/Developers herein to enter into this Agreement agreeing to sell to the Flat Holder the said premises No. _____ admeasuring _____ sq. meters carpet on the _____ floor in _____ wing, being constructed in thePhase of the building known as **"VARDHMAN FLORA"** at the price strictly upon and subject to the terms, conditions and provisions hereinafter contained;

12) Prior to the execution of these presents the Flat Holder has paid to the Owners/Developers herein, a sum of Rs. _____/- (Rupees _____ only) as an advance money

or an Earnest Money or deposit (the payment and receipt whereof the Owners/Developers doth hereby admit and acknowledge) towards the sale price of the premises agreed to be sold to the Flat Holder/Purchaser and the Flat Holder/Purchaser has agreed to pay to the Owners balance of the Sale price in the manner hereinafter appearing;

- 13) The Owners have informed the flat purchaser that this project is a layout and, Further FSI is available in various forms and the same will be utilized by the owners for future development and the Purchaser hereby covenants with the Owner that he/she/they shall not raise any objection for the same and will cooperate with the owner during the construction period. It is further informed by the Owner to the purchaser that after the entire development potential of the layout is utilized and possession is handed over to the prospective purchaser. The owner shall execute a Lease Deed in favour of the Apex body of the Society;

AND WHEREAS, the Owners/Developer have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (RERA) with the Real Estate Regulatory Authority at ____ no.____. authenticated copy is attached in **Annexure “E”**

AND WHEREAS under section 13 OF RERA, the owner/ Developer are required to execute a written Agreement for sale of said Flat/shop

with the Purchaser/Flat Holder, being in fact these presents and also to register said Agreement under the registration Act, 1908

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure “F”**

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure “G”**

AND WHEREAS THE Purchaser/ Flat Holder is offered flat bearing no.on thefloor.(herein referred to as the said “Flat”) in the....wing of the Building called.....(herein after referred to as the said “Building”) being constructed in thephase of the said project, by the Developer.

AND WHEREAS The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Purchaser/ Flat holder, as sanctioned and approved by the local authority have been annexed and marked as **Annexure “H”**

- 14) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties hereto, the OWNERS/DEVELOPERS hereby agrees to sell and the FLAT HOLDER/PURCHASER hereby agrees to purchase the Flat/Shop alongwithopen / stilt/podium/Basement/ /parking tower/ covered.....parking

15) **INTERPRETATION:-**

- 1) **TAXES** under the presents shall include all present, future, and enhanced taxes, imposts, dues, dutie, impositions, fines, penalties,etc, by whatever name called, imposed/levied under any Applicable Law, and.or by Governmental Authorities, attributable to, and or in relation to and or arising from and or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and /or the parking space/s and /or this Agreement and or upon the Purchase price and or any or all of the other Aggregated Payments referred herein, and /or in respect of the potential membership of the society by the Flat Purchaser/Holders in terms of this Agreement, and or in respect of the documents and writings to be executed in their favour, as contemplated herein, and or otherwise and includes service taxes, goods and Services Tax (GST)_, education tax/cess/charges, value Added Tax (Vat). Local body Tax , property rates and taxes and cesses, stamp duty and registration charges , and any other Taxes, imposts, impositions, Levies, or charges, in the nature of indirect tax , or in relation thereto, that is/ are imposed or levied by any Governmental Authority
- 2) **CONSTRUCTION DEFECTS** under the presents shall include defects in the material used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto and shall always exclude wear and tear, loss or damage due to Force Majeure Event, minor changes /cracks on account of any variation in temperature/ weather, misuse, unauthorized or non-permitted alterations, renovations or repairs and

loss or damage caused by any act, omission, negligence, and or failure to undertake proper and effective care and maintenance as a prudent person

3) **DEVELOPMENT POTENTIAL** under this present shall include the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever due to acquisition and amalgamation of adjoining plots, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Project Land. The areas that will be available, with or without payment of any premium, to be utilised in (a) the open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities and Common Area & Amenities, and (c) vehicle parking spaces, are and will be in addition to the Development Potential.

4) **FORCE MAJEURE EVENT** includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts, and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (3) claim, dispute,

litigation, notice, prohibitory order, order, judgement, decree, rule, regulation, notification or directive, and/or policies of, Governmental Authorities and/or terms and conditions or any Approvals, which affects the Project Land, and/or the Project, and/or the development thereof, and/or the Project, (4) delay or refusal in issue of any Approvals, including occupation certificate/s, as maybe required in respect of the Project to be issued by any Governmental Authority, and (5) any other circumstances that may be deemed reasonable by the Government Authority

- 16) The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the Agreement herein, this Agreement shall be read and construed in its entirety.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO as follows:**

1. The Owners/Developers shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s as per the said plans, designs, and specifications seen and approved by the said Flat Holder/Purchaser with such variations and modifications as the Owners/Developers may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be allotted to the Flat Holder/Purchaser by the Owners/Developers) is not altered, the Owners/Developers shall be at

liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Holder/Purchaser hereby expressly irrevocable consents to such variations and amendments as if the said variations and amendments had been incorporated in the approved plans and the irrevocable consent hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 as also under the relevant provisions of Maharashtra Housing Act, 2012 and the Real Estate (Regulation and Development) Act, 2016 as may have been and may be notified from time to time. The Purchaser/Flat Holder hereby covenants and undertakes to execute such further consents if and when required by the Owners/Developer and/or the Planning Authority for recording the Purchaser/Flat Holders consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Purchaser/Flat Holder remain unchanged save and except to the extent of + or – 3% of the agreed area.

2. The Flat Holder/Purchaser hereby agrees to purchase from the Owners/Developers and the Owners/Developers hereby agree to sell to the Flat Holder/Purchaser, premises bearing Flat No. ____ on the ____ Floor having carpet area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. as per approved plans as shown in the plan thereof together with Intimation of Disapproval and the Commencement Certificate with

amendments issued by Municipal Corporation of Greater Mumbai is hereto annexed and marked respective as **Annexure "I" & "J."** of the said Building "**VARDHMAN FLORA**" to be constructed on the property described in the First Schedule hereunder written along with open/ stilt/podium/covered/parking tower (hereinafter referred to as "the said premises") for the aggregate price of Rs. _____/- (Rupees _____ only) including Rs. _____ (Rupees) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Second Schedule hereunder written. The flat holder/ Purchaser hereby agrees to purchase from Developer and the Developer hereby agrees to sell to the flat holder/ Purchaser _____ parking in open/podium/basement/parking tower/ stilt/ being constructed in the layout for the consideration of Rs _____/-

3. The Flat Holder/Purchaser hereby agrees to pay to the Owners/Developers, the amount of the total purchase price of Rs. _____/- (Rupees _____ only) with additional government taxes such as GST or any taxes as a sale or otherwise in whatever form either as a whole or in part or any inputs labour or material or equipment used or supplied in execution of or in connection with this transaction including service tax/ charges/ G.S.T, VAT etc shall or any other tax as may be applicable from time to time along with the payment of each installment in the following manner

- (a) By paying Rs. _____/- (Rupees _____ only) as Earnest Money or Deposit on or before the execution of this Agreement (booking amount)
- (b) (1) By paying Rs. _____/- (Rupees _____ only) on execution of this Agreement;
- (2) Rs. _____/- (Rupees _____ only) within 7 days from construction of Plinth;
- (3) Rs. _____/- (Rupees _____ only) within 7 days from construction of 3rd Slab;
- (4) Rs. _____/- (Rupees _____ only) within 7 days from construction of 8th Slab;
- (5) Rs. _____/- (Rupees _____ only) within 7 days from construction of 13th Slab;
- (6) Rs. _____/- (Rupees _____ only) within 7 days from construction of 18th Slab;
- (7) Rs. _____/- (Rupees _____ only) within 7 days from construction of 23rd Slab;
- (8) Rs. _____/- (Rupees _____ only) within 7 days from construction of 28th Slab;
- (9) Rs. _____/- (Rupees _____ only) within 7 days from construction of 33rd Slab;
- (10) Rs. _____/- (Rupees _____ only) within 7 days from construction of 38th Slab;

- (11) Rs. _____/- (Rupees _____ only) within 7 days from construction of 43rd Slab;
- (13) Rs. _____/- (Rupees _____ only) within 7 days from construction of 48th Slab;
- (14) Rs. _____/- (Rupees _____ only) within 7 days from construction of 55th Slab;
- (15) Rs. _____/- (Rupees _____ only) within 7 on completion of the walls, internal plaster, floorings, Door & Window of the flat;
- (16) Rs. _____/- (Rupees _____ only) within 7 days on completion of the Sanitary fittings, staircases, lift walls, lobbies of the floor;
- (17) Rs. _____/- (Rupees _____ only) within 7 days on completion of the external plumbing and external plaster, elevation , terraces with waterproofing;
- (18) Rs. _____/- (Rupees _____ only) within 7 days on completion of the lifts, water pumps, electrical fittings, entrance lobby/s,;
- (c) Rs. _____/- (Rupees _____ only) being the balance purchase price within 7 days from the date on which the Owners/Developers give to the Flat Holder/Purchasers, a written intimation that the said premises in phase-I of the said project are ready for occupation irrespective as to whether the Flat Holder takes possession thereof or not. The time for each of the aforesaid payments as well as other

payments to be made by the Purchaser/Flat Holder to the Owners/Developers shall be the essence of the contract. The Owners/Developers though not bound to forward to the Purchaser/Flat Holder the intimation of the Owners/Developers having carried out the aforesaid work at the address given by the Flat Holder/Purchaser under this Agreement and the Flat Holder/Purchaser will be bound to pay the amount of installments within eight days of Owners/Developers dispatching such intimation by Courier or Registered Post at the address of Flat Holder/Purchaser or email as given in these presents. The Owners/Developer has represented that the installments paid by the Flat Holder/Purchaser shall be deposited in an account specified for the said development project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder;

The list of specification and amenities to be provided in the premises agreed to be purchased by the Flat Holder/Purchaser is described in the Third Schedule hereunder written.

4. The owner developer shall, for betterment thereof, and or for quality control purpose, and/or due to non- availability or short supply, any of the Apartment Amenities and/or common Area & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended or substituted and or materials or items may be provided.

5. The Owners/Developer has allowed a rebate for early payments of the installments payable by the Purchaser/Flat Holder by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Owners/Developer and the Flat Holder/Purchaser and accordingly the payments under 3(b) have been worked out by the Parties hereto.
6. The Owner/ Developer shall be entitled, in its discretion, to appropriate and/ or adjust monies held for one purpose and / or on one account, against any liabilities due and payable herein by the Flat purchaser/ Holder for any other purpose/s and or on any other account.
7. The Owners/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Flat Holder, obtain from the concerned local authority, part/Occupation Certificates in respect of the said premises.
8. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land isSq. mts. only and Developer has planned to utilize Floor Space Index ofby availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development control Regulation or based on

expectation of increased FSI which will be available in future on modification to Development Control Regulation , which are applicable to the said Project. The Developer has disclosed the FSI ofas proposed to be utilized by him on the project land in the said Project and Purchaser/ Flat Holder has agreed to purchase the said Flat based on the proposed construction and sale of apartments to be carried out by the Owner/ Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

9. The Flat Holder/Purchaser confirms that the installments payable by the Flat Holder/Purchaser and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Flat Holder to the Owners/Developers is the essence of the contract. If the Flat Holder/Purchaser delays or defaults in making payment of any of the installments or amounts, the Owners/Developer shall be entitled to interest at the rate of 18% per annum and service charges @9% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Owners/Developer without prejudice, to their other rights in law and under these presents. It is further agreed that on the Flat Holder/Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate

share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Owners/Developer shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Owners/Developers after giving the Flat Holder/Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Owners/Developer intend to terminate the Agreement and if the Flat Holder/Purchaser continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Owners/Developer the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Owners shall refund to the Flat Holder/Purchaser the installments of the said price which the Flat Holder/Purchaser may till then have paid to the Owners/Developer less a sum of 20% of the total price of the Flat which amount shall stand forfeited without the Owners/Developer being liable to pay to the Flat Holder/Purchaser any interest on the amount so refunded. Upon termination of this Agreement, the Owners/Developer shall be at liberty to dispose off and sell the said premises to such person or persons on such price and on such conditions as the Owners/Developer may desire and think fit in their absolute discretion and the Flat Holder/Purchaser shall have no right in that behalf. The Flat Holder agrees that the Owners/Developer are not bound to give

notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Flat Holder/Purchaser further agrees that the Owner//Developer will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only after Owner/Developer sells the said flat/premises and at a price not below the price agreed to be sold to the Flat Holder/Purchaser. In the event of the Premises/Flat being sold at a price below the purchase price agreed with the Flat Holder/Purchaser herein then in such event the shortfall will be made good by the Flat Purchaser/Holder and the Owner/Developer will be liable to refund only such balance amounts after taking into account the shortfall and the 20% forfeiture amount and to which the Flat Holder/Purchaser agrees as evident from the execution hereof. The Flat Holder after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Owners/Developer has granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment.

10. The Flat Purchaser/ holder agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Owner/ Developer under this Agreement, and Applicable Law, the Owner/ Developer shall be entitled, in its discretion, to terminate and cancel this Agreement, If due to

Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Owner/ Developer, in its discretion, is of the opinion that the Project or any part thereof, shall or may be suspended, or stopped, for twelve (12) months, or more, then the Owner/ Developer shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Flat Purchaser. On the delivery of such notice to the flat purchaser/holder, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed or performed, by the Parties. On and after such termination, the Owner/ Developer shall refund the Purchase Price instalments received and realized by the Owner/ Developer, together with Interest from the date such payments were received and realized by the Owner/ Developer, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rs.100/- (Rupees One Hundred Only) per square meter Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount, and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, shall be paid to the Flat Purchaser/Holder (or at the sole option of the Owner/ Developer to the bank/financial institution from whom the Flat Purchaser/Holder has/have availed of a housing loan in terms of this

Agreement), by the Owner/ Developer, within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Owner/ Developer) recording the termination and cancellation of this Agreement, if called upon by the Owner/ Developer to do so. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Owner/ Developer shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Flat Purchaser/Holder, and shall not be liable to refund any of the Taxes paid by the Flat Purchaser/Holder.

11.

- a) The Owner/ Developer shall endeavour to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. It is expressly agreed that the possession of the said premises will be handed over by the Owners/Developers to the Flat holders/Purchaser by 30.12.2022 provided the Owners/Developer have received the full purchase price of the said premises and other amounts payable by the Flat Holders/Purchaser to the Owners/Developer under these presents and provided the construction by the Owners/Developer is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force

majeure, strike/ lockout/ layoffs of the labour of the Owners/Developer or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Owners/Developer and there is no delay in issue of part/occupation certificate and/or Building completion Certificate by the Mumbai Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Owners/Developers the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Owner/ Developer. In the event of there being delay in completion of construction and handing over possession on account of reasons beyond the control of the Owners/Developers, the Owners/Developer will not be held responsible for the same and the Flat Holder/Purchaser shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Owners/Developer.

- b) The Flat Purchaser/Holder confirms that if and when they are permitted to enter upon the Flat, after the Date of Offer of Possession, the Flat Purchaser/Holder shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Owner/ Developer shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- c) Notwithstanding anything to the contrary in this Agreement, the Owner/Developer shall always be entitled, in its discretion to complete any part/portion of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Flat Purchaser/Holder shall be obliged, and undertake/s, to take possession of the flat for occupation on the basis of such occupation/part occupation certificate which relates to the Flat. Thereafter, the Owner Developer shall, without any hindrance or objection by the Flat Purchaser/Holder, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.
- d) The Owner/ Developer may however, if feasible, endeavor (without being obliged) to offer possession of the said

Apartment to the Flat Purchaser/holder on or before 30.12.2022.

- e) If the Owners/Developers are unable to give possession of the said premises by the dates stipulated hereinabove then the Owners/Developers agree that they shall be liable on demand by the Flat Holders/Purchaser to refund to the Flat Holders/Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date of Owners/Developers having received the sum till the dates the amounts and interest thereon is repaid by the Owners/Developer to the Flat Holder/Purchasers. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove the Flat Holders/Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Owners/Developer or against the said premises or against the said property in any manner whatsoever and the Owners/Developer shall be entitled to deal with and dispose off the said premises to any person or party as the Owners/Developers may desire at their absolute discretion;
- f) The Flat Purchaser shall pay such escalation as may be levied by the Builders/Developers in the event of the cost of construction standing enhanced by 10% or more or any account of any premium, additional premium and/or development

charges being levied by the Planning Authority. In the event of the Flat Holder/Purchaser failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement and while raising a demand on the Flat Purchaser for increase in the Purchase price, the Owner Developer shall enclose the notification/order/ rule/ regulation published/ issued providing for , or other evidence of, such escalation/ increase in the purchase Price.

12.

- a) The Flat Holders/Purchaser shall take possession of the premises within 7 days of the Owners/Developer giving written notice to the Flat Holders intimating that the said premises are ready for use and occupation. Upon the possession of the said premises being delivered to the Flat Holders/Purchaser, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Holders/Purchaser taking possession of the said premises he/she shall have no claim against the Owners/Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Flat Holders/Purchaser against the Owner/Developer shall be deemed to have been waived and/or given up by the Flat Holder/Purchaser.

b) The Flat Purchaser/ holder is fully and completely informed and is aware that he show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Owner/ Developer is not liable or obligated to provide the Flat at the time of giving possession as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

c) It is informed that after handing over the possession of the flat in case of non- availability and /or shortage of water supply from MCGM or Government Authority, Owner/ Developer or Society , as the case may be, shall endeavor to arrange either through tankers or any other sources, then in such case the Flat Purchasers contribute its share of expenses.

13. The Owners/Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the part occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owners/Developer in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then Owners/Developer shall refund the excess money if

paid by Flat Holder/Purchaser within (45) forty-five days. If there is any increase in the carpet area allotted to Flat Holder/Purchaser, the Purchaser/Flat Holder will on demand pay the excess money in respect of the additional area to the Owners/Developer.

14.

a) Commencing a week after notice is given by the Owners/Developers to the Flat Holders/Purchaser that the premises are ready for use and occupation, the Flat Holders shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Owners/Developers for the maintenance of the Building, Common Areas and Amenities. Until the Society takes over the day to day management from developers after due implementation of the project and maintains the building at their cost, the Flat Holders/Purchaser shall pay to the Owners/Developer such proportionate share of outgoings as may be determined by the Owners/Developer. The Flat Holders/Purchaser further agree that till the Flat Holder's share is so determined the Flat Holders/Purchaser shall pay to the Owners/Developer provisional

monthly contribution of Rs. _____/- per month towards the outgoings. The Flat Holders/Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Flat Holder will deposit with the Owners/Developers 12 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Flat Holder/Purchaser by the Owners/Developers. The Flat Holders and/or their proposed Society will not require the Owners/Developer to contribute proportionate share of the maintenance charges of the premises with or without /parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Owners/Developer. The Owners/Developer will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

- b) The Flat Holder Purchaser is put to notice and is aware and accepts that the external amenities shall be completed and provided by the Owner/ Developer only after all the Sale Building are completed and it is only thereafter that the Flat Holder/ Purchaser will be entitled to avail the benefit thereof. The Purchaser/Flat Holder will be required to pay the annual maintenance subscription as may be

charged by the Owner/Developers or the FMC for maintaining the said external amenities. The Purchaser/Flat Holder will also every five years make a payment of such sum as may be decided by the Society of Flat Purchasers for refurbishing of the external amenities.. Upon making full payment of all amounts due under this Agreement and completion of all the Sale Building, the Flat Purchaser/s shall be entitled to use the external amenities, proposed to be constructed on a portion of the said Property under the control of FMC or any other person nominated by the Owners/Developers.. The Flat Purchaser/s shall be obliged to pay the charges, if any, levied by the FMC/operator for general maintenance and specific service(s) availed of by the Purchaser/s. It is clarified that certain facilities as pertaining of the external amenities shall have usage charges and same shall be payable by the Flat Holder/Purchaser, as specified by the Owner/Developer/FMC, along with applicable taxes, if any... The Purchaser/s is also aware and agrees that the external amenities may be not be ready for use and operational for a period up to 12 (Twelve) months after Date of Offer of Possession of the entire layout and will not arise any objection or grievance in that regard.

- c) The Flat Purchaser/Holder confirms that there may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the recreational facilities during the day or night, by the Owner/ Developer, the Society, and/or Users. The

Flat Purchaser/Holder, for himself/herself/themselves/itself and as a prospective member of the Society, shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere.

15. The Flat Holders/Purchaser agrees and bind themselves on or before the delivery of the possession of the said premises, to pay to the Owners the following amount/charges:

- a) Rs. _____/- (**Rupees**
_____ **only**) towards legal charges.
- b) Rs. _____/- (**Rupees**
_____ **only**) towards Electric and Water Meters Charges.
- c) Rs. _____/- (**Rupees**
_____ **only**) towards Electric Cable Charges.
- d) Rs. _____/ - (**Rupees**
_____ **only**) towards Society Formation Charges.
- e) Rs. _____/ - (**Rupees**
_____ **only**) towards Boring Water facility and Water Pump Charges

- f) Rs. _____/ - **(Rupees _____ only)** towards Society Development Charges.
- g) Rs. _____/ - **(Rupees _____ only)** towards Infrastructure Charges.
- h) Rs. _____/ - **(Rupees _____ only)** towards Intercom Charges.

Together with all the Service Tax, VAT, GST and any other Tax or levies as may be applicable from time to time on the aforementioned costs/charges/fees/ amounts.

16. It is expressly agreed that the Purchaser shall on or before taking the possession of the said premises shall deposit with the Developers the following amounts. Such amounts shall not carry any interest.

- a) **Rs. _____/ - (Rupees _____ only)** towards Entrance Fees.
- b) **Rs. _____/- (Rupees _____ only)** towards Share Money.
- c) **Rs. _____/- (Rupees _____ only)** towards Security Deposit.
- d) **Rs. _____/- (Rupees _____ only)** towards Maintenance Deposit for

proportionate share of taxes and other charges.

e) Rs. _____/- **(Rupees _____only)**
towards Society Membership Deposit

The Owners/Developers shall utilize the sum of Rs. _____/-
(Rupees _____ Only) paid by the Flat Holders/Purchaser to the Owners/Developer under Sub-Clause and hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Owners/Developer in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The aforesaid deposit/payments shall not carry any interest. The Flat Holders/Purchaser shall not ask for any refund or any account of the said amounts from the Owners/Developer. The amounts so paid by the Flat Holders/Purchaser to the Owner/Developer under herein shall not carry any interest and remain with the Owners/Developer until hand over maintenance of the building . The amounts paid under and above will stand appropriated absolutely by Owner/Developer without being required to account for the same in any manner whatsoever. Subject to the provisions of Section 6 of the MOFA Act, on such assurance being executed, the aforesaid deposit under,.....and (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement)

shall be paid over by the Owners/Developers to the Society. The Owner/Developer confirms that the maintenance and outgoings to be paid by the Flat Holder/Purchaser will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of the entire building.

17. The Flat Holders/Purchaser shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence. He shall not use the parking space if allotted to the Flat Holders/Purchaser as an additional amenity for the purposes other than for keeping or parking the Flat Holder's own motor car. The Flat Holder/Purchaser is fully aware that the parking if allotted to the flat holder will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Association of Flat Purchasers and the Flat Holder/Purchaser agrees to abide with the same.

18. The Flat Holders/Purchaser shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Flat Holders/Purchaser shall be liable for the consequences of breach of this clause.

19. The Owners/Developer hereby represents to the Flat Holder/Purchaser as follows:

(A)

- i) In terms of and as set out in the title report annexed to this agreement the Owners/Developer are well and sufficiently entitled to carry out development upon the said land and also has actual physical and legal possession of the said land.
- ii) The Owners/Developer have lawful rights and some of the requisite approvals from the competent Authorities to carry out development of the said property and shall obtain proposed balance requisite and further approvals together with renewals, extensions, revisions, amendments and modifications from time to time as the Owner/Developer may consider necessary and expedient, in its discretion, and or as required by the MCGM and/or any Governmental Authorities to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations so as to obtain OC of the said building.
- iii) There are no encumbrances upon the said land save and except those as may be disclosed in the title report;

- iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the tile report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land and said building/wing and the further buildings is to be constructed shall be obtained from the Planning Authority in accordance with law;
- vi) The Owners/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Flat Holder created herein, may prejudicially be affected;
- vii) The Owners/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

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

(B)

The Flat Holders/Purchaser have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Owners/Developer to the said land described in the First Schedule hereunder written and have absolutely accepted the same.

(C)

The Flat Holders/Purchaser have also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said land described in the Schedule hereunder written, having inspected the sanctioned building plans. The Flat Holders/Purchasers are informed and are aware that the Owner/Developer will be utilizing further FSI and balance FSI as would be

available and sanctioned by the Planning Authority from time to time under various provisions of the Development Control Rules and not limited to DCRs 33(7), 33(9), 33(10), 33(14), 33(15) etc. as may be modified and amended from time to time and the Flat Holder/Purchaser aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof of any notice whatsoever. The Flat holders/ purchasers are further informed that the owners/ Developers are acquiring adjoining plots also and are going to amalgamate them with these properties which will lead to increase in FSI and the benefit of the same shall belong to the Owner/Developer.

(D)

- (i) All natural materials that are to be installed in the Project and/or the Apartment and/or that form a part of the Flat Amenities, including, marble, granite natural timber etc., contain veins and grains with tonality differences and their nonconformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;
- (ii) the warranties of equipment, appliances and electronic items installed in the Apartment by the Owner/ Developer shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed

and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s

- (iii) the warranties of plant, equipment, machinery and various other facilities installed by the Owner/ Developer in Project shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Allottees and/or Society, as the case may be.
- (iv) the equipment, machinery and various other facilities which form a part of Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party

manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

- (v) The recreational facilities shall be constructed and shall have one time installation of the equipment, infrastructure, amenities and facilities as the Developer/ owner deems fit, in its discretion.

20. The Flat Holders/Purchaser shall from the date of possession, maintain the said premises at his/her own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, B.S.E.S or legal bodies or any other authority nor shall the Flat Holders change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Holders/Purchasers shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Owners/Developers as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Flat Holders/Purchasers

21. The Owners/Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of

the Flat Holders/Purchasers in respect of the said premises and provided the mortgage if averted is released to the extent of the Flat Holder/Purchasers premises. The Flat Holder/Purchaser is put to the Notice that the Developer has availed of project finance from L&T Infrastructure Finance Company Limited and has mortgaged the Sale Component arising on development with the said Finance Company with an Understanding that the Sale Consideration as may be receivable on the sale of various Flats and Premises of the Sale Component would be deposited in a Lender's RERA Master Collection Account (VDL Flora Master Escrow Account L&T Infra).The Flat Holder/Purchaser accordingly is required to pay all installments towards the Purchase Price as stipulated in Clause 3 by issue of Cheques/Pay Orders/Demand Drafts in favour of RERA Master Collection Account.

22.The Flat Holders/Purchasers shall permit the Owners/Developers and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flat Holders/Purchasers shall make good within three months, of the giving of a notice, all construction defects, decays and wants of repairs of which such notice in writing shall be given by the Owners/Developer to the Flat Holders/Purchaser. The Flat Holders/Purchaser shall also permit the Owners/Developer and their servants and agents with or without workmen and others at all

reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

23.A. It is clearly understood and agreed by and between the parties hereto that the Owners/Developers shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice the terrace above the top floor of the said building which has been attached to the top floor of the building by an internal staircase and forms part of the top floor flat subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Flat Holders of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

B. The Flat Holder/Purchaser is also aware and put to notice that the Owner/Developer will also be constructing a Temple/Derasar in a portion of the said entire property and which will always remain in the control, ownership and management of the Owner/Developer or their nominees and in respect of which portion and land appurtenant the

Owners/Developers will be executing a Lease in perpetuity. The Flat Holder/ Purchaser will not object to the said Temple/Derasar and to the visitors and devotees using any part of the entire property as a means of passage and ingress and egress to the said Temple/Derasar nor will the Flat Holder/Purchaser claim that the same causes any nuisance or annoyance or have any grievance in that regard. The said Temple/ Derasar shall not be treated as amenity for the Flat purchasers in the said project. The Purchaser/ Flat Holder hereby undertake that they shall not raise any claims with regards to any activities/money deposits to be accruing from the said Derasar, their right with regards to the said Derasar is only restricted in terms of worship .

24.The Flat Holders/Purchaser after receipt of possession of their premises shall permit the Owners/Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.

25.The Owners/Developers shall have first lien and charge on the said premises agreed to be acquired by the Flat Holders in respect of any amount payable by the Flat Holders/Purchasers under the terms and conditions of this Agreement.

26.If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation for Greater Mumbai or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Owners become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Owners/Developers become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Owners/Developer shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Flat Holders thereof even if the Lease of the building with land Appurtenant has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Purchasers of other premises in the said building and/or on the said property.

27.

- a) The Flat Holder/Purchaser hereby irrevocably consent & covenant, agree and undertake to sign such irrevocable consent letters without demanding any benefit and other papers as may be required by the Owners/Developer from time to time for

availing of the benefit of construction of the additional floors/area and/or structures as per the rules and regulations of the local authority;

- b) The Flat Holders/Purchaser shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Owner/Developer and/or the society may require for safeguarding the interest of the Owners/Developer and/or the Flat Holders and the other purchasers of the said premises in the said building.

28. The BEST Undertaking or TATA Power Limited or RELIANCE POWER or any other local body or authority requires a sub-station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Flat Holders/Purchaser herein in proportion with the area of their respective premises.

29. The Flat Holders/Purchaser hereby agree and bind themselves to pay to the Owners/Developer or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, Club House Maintenance FMC charges development charges and similar other disbursements as and when demanded by the Owners and the same shall be paid by all the Flat holders/ Purchasers of the flats/terraces/open or covered parking spaces.

30.

- a) The Flat Holder/Purchaser hereby agrees and binds himself to pay to the Owners/Developer or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter charges, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Owners/Developer and the same shall be borne and paid by all the Purchasers of premises in the building in proportion to the area of respective flats/ terraces/ open or covered parking spaces;
- b) The Flat Holders/Purchaser agree to pay to the Owners/Developer within 7 days on demand the Flat Holder's SHARE of such deposit & Charges
- c) The Flat Holder/Purchaser agree to pay the development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or buildings along with all the purchasers of flats/premises/shop in the Building in proportion to the floor area of their respective premises.
- d) Any default in making payment of the amounts due under (a) to (c) above will be deemed to be a default and breach of this Agreement on the part of the Flat Holder/Purchaser and will

result in the termination of this Agreement and forfeiture of the moneys paid under these presents.

31. The Owners/Developers or any person or persons nominated by the Owners/Developer or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Owners/Developer or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Flat Holder/Purchaser hereby consents to the same. The Owners/Developer and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Owners/Developer and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Flat Holder/Purchaser in the said building shall be subject to the aforesaid rights of the Owners/Developer or their nominee or nominees or assignees and the

Flat Holders/Purchaser shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Owners/Developer shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred by way of lease in pursuance of the provisions hereinafter contained provided further that neither of the Flat Holders/Purchaser or the Society, shall be entitled to charge the Owners/Developer and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

32.The Owner/Developers hereby declare that they are presently constructing the proposed building as per the floor space index as per DC Rules, MAHDA Rules, Incentive FSI available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Owner/Developer proposing to avail of any additional FSI as may be permitted to be consumed by availing of any other provisions of the Development Control Regulation, the Owner/Developer alone shall be entitled to utilize such additional floor space index by constructing

additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Owner/Developers even after the registration of the society as well as the transfer of the said property and building by way of lease only with the land appurtenant and the Developers will be entitled to utilize the same by constructing the same on the said property. The Purchaser/s agree/s and undertake/s to permit and give the Owner/Developers all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilized by the Owner//Developers on the said property. The Flat Holders /Purchaser will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

33.It is hereby expressly clarified, agreed and understood between the parties hereto that:

- a) The Owners/Developers are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.
- b) The entire unconsumed and residual F.S.I. and T.D.R., Incentive F.S.I , other F.S.I, if any in respect of the said building to be constructed on the said Properties on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including

because of amalgamation, change in the status D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Owner/Developers and neither the Purchaser/s herein, nor the Organization of Flat Holders shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- c) The Owner/Developers, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Owners/Developers may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developers/Owners shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Developers/ Owners may deem fit and proper. In the event of separate Buildings to

be constructed in the property the Owners/Developers shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Flat Holder/Purchaser does hereby irrevocably authorize the Owners/Developers in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Owners/Developers to consume the additional FSI/TDR Incentive F.S.I on the said property.

- d) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Owners/Developers, and neither the Flat Purchaser/s herein, nor the Common Organization of Flat Holders shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Developers/Owners shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Purchaser/s nor the Common Organization shall raise any dispute or objection thereto and the Flat Purchaser/s hereby grants his/her/their irrevocable consent to the same;
- e) The Common Organization of Flat Holders shall admit as its members all Purchaser/s's of such new and additional units/premises/ tenements whenever constructed on the said building.
- f) The Developers/ Owner shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any

person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Owner/Developers on the said property or any other adjoining property or properties to the said property or to any other person as the Developers/ Owner may desire or deem fit.

34. It is further agreed by the Purchaser/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. The Flat Holders /Purchasers shall only cover the windows with safety grills in the manner, specification and design as suggested by the Owners /Developer and as per the sample already placed on the site. The Flat Holder will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

35. The Flat Holders/Purchaser shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Flat Holder/Purchaser and shall not do or suffer to be done anything in or to the said premises including changing any of the plumbing and electrical fittings, connections which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Holder /Purchaser shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.

36. The Flat Holders /Purchaser shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Holder/Purchaser shall not decorate the exterior of his/her/its/their flat/parking space otherwise than in the manner agreed to with the Owners/Developer or in the manner as far as may be in which the same was previously decorated.

37. The Flat Holders/Purchaser shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.

38.

- a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat Holder/Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, temple etc. will remain the property of the Owners /Developer. It is agreed that the Flat Holder will have no objection if the Owners /Developer decide to allot any portion under the stilt to the persons not being the Purchasers of the premises in the said building. The Flat Holders /Purchaser and the Proposed Society shall admit the said Owners/Developer as their nominal members. The Flat Holders/Purchaser will not take any objection if the Prospective Owners enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;
- b) The Owners/Developer shall be entitled to further amalgamate the property described in the First Schedule hereunder written with any other adjoining properties if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights of access to and from any other adjoining properties as may be acquired by the Owners/Developer and shall have no objection for flat holder or tenant of other properties become member of Society. The Owner/ Developer

hereby informs the Purchaser/Flat Owners that they are going to amalgamate the adjoining properties

- c) Nothing contained in these presents shall be construed to confer upon the Flat Holder /Purchaser any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Lease of the building hereinafter mentioned in favor of the co-operative Society of the Purchaser/Flat Holder/s of the premises in the building as hereinafter stated;
- d) The parking space reserved for the Flat Holder/Purchaser will be subject to the rules and regulations as may be framed by the Co-operative Society of Flat Holders/Purchaser and the Flat Holder will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Flat Holders.
- e) The Purchaser/s is also aware that the Owner/Developer have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Purchaser/s and the Purchaser/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the

grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Purchaser/s otherwise than with the transfer of the said premises or to such other member or holder of premises in the sale building which thereupon will be treated as an amenity attached to the Transferee's premises.. The Purchaser/s agrees and undertakes to support any further exclusive rights to park that may be created by the Owner/Developers herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Purchaser/s is aware that specifically relying

on the aforesaid assurances and undertakings, the Purchaser/s is specifically granted exclusive rights to park as and by way of an additional amenity as stated herein. The Agreement shall be treated as an irrevocable consent to the Owner/Developer granting such exclusive rights to flat purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Purchaser/s and the Purchaser/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

39. The Flat Holder /Purchaser agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Owners /Developer.

40. The Flat Holder /Purchaser and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Owners /Developer and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Owners /Developer and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

41. The Flat Holder /Purchaser and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co- operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai and the local authorities and of the Government and other public Bodies. The Flat Holder /Purchaser and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

42.

a) The Flat Holders /Purchaser hereby agree and undertake to become and be a member of the Co- operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for

registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Owners /Developer to the Flat Holders /Purchaser and no objection shall be taken by the Flat Holders, if any changes or alterations or amendments or modifications are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Owners /Developer. The Flat Holders /Purchaser shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Owners /Developer and/or the other Flat Holders of the said other premises in the said Building or in the said compound;

- b) No objection shall be taken by the Flat Holders /Purchaser, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
- c) That the Building shall be known as 'VARDHMAN FLORA' and the Society shall always be known as "**_ VARDHMAN FLORA Co-operative Housing Society Ltd.**" if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Owners /Developer and the name of the Co-operative

Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name and the name of the Building shall not be changed without the written permission of the Owners /Developer;

- d) the Owner/ Developer and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Project Land and/or Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

43. The Flat Holders /Purchaser hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local bodies and

shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

44. The Flat Holders /Purchaser along with the other Flat Holders who take or have taken the other premises in the said building being constructed by the Owners /Developer in the said property described in the First Schedule hereunder written shall become member of a Co-operative Society to be incorporated or formed by the Owners /Developer as the case may be and on the Deed of Lease of building with land appurtenant being executed, the rights of the said Flat Holder will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement. The Flat Holder/Purchaser is aware that once more than 51% of Flat/premises in the sale buildings are sold and the entire consideration in respect thereof received by the Owner/Developer, the Flat Holder/Purchaser will be required to subscribe to the and/or such other Association of Flat Holders as may be proposed to be formed and for the said purpose will fully co-operate with the Owner/Developer and execute all forms, declarations, applications and documents as may be required in the matter.

45. On the completion of all the sale buildings and other structure and the entire development of the property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property

and on receipt of by the Owners /Developer of the full payment of all the amounts due to them by all the Flat Holders /Purchaser of the said premises in the said Building and other structures (if permitted) and after the receipt of the Occupation Certificate of all the Sale Buildings the Flat Holders shall co-operate with the Owners /Developers in forming and registering a Co-operative Housing Society (in the event of such or Association not till then having been termed) the rights of members of such Co-operative Society being subject to the rights of the Owners/Developers under this Agreement and the Deed of Lease of the building or such other Assurance as may be decided by the Owners /Purchasers to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Owners/Developer are paid in full as aforesaid and the development of the entire property is completed in all respects including the issue of the Building Completion Certificate, the Owners shall within three months thereafter execute a Deed of /Lease of the building with land appurtenant and other necessary assurances of the said building "**VARDHMAN FLORA**" with land appurtenant thereto described in the First Schedule hereunder written in favor of the Co-operative Society it being agreed that such Deed of /Lease of the building and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Owners /Developer shall alone decide whether Deed of Lease in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the Co-operative Society and as to

how and in what manner the infrastructure including the common utility areas are to be used by the various Flat Purchasers/Flat Holders and members of the Ultimate Body or Organization. In the event of there being layout, the Owner/Developer may during the pendency of the entire development grant lease only of the completed sale building to the society if formed and after completion of all buildings may grant lease of the land to a Federation of Societies of all the buildings after seeking provision in respect of the rehabilitation buildings.

46. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Owners/Developers of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Flat Holder/Purchaser and the Flat Holders of the premises shall be subject to the overall authority and control of the Owners /Developers in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Owners /Developer shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Owners/Developers will be entitled to sell and dispose off such unsold flats and premises and appropriate the entire consideration in respect thereof. The Owners /Developers of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while

admitting the said Owners /Developers as members. The Society shall also not be entitled to seek any contribution from the Owners/Developers towards maintenance charges in respect of the unsold Flats and premises in the event of the Owners/Developers handing over management of the Building to the Society prior to sale of all the premises and the Owners/Developers will be obliged only to pay Municipal Taxes and Assessments if levied in respect of such unsold flats and premises.

47.The Advocates and Solicitors of the Owners/Developers shall prepare and/or approve the Deed of /Lease of the building and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Lease and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said building on the said property in proportion to the area of their respective premises and/or by such Co-operative Society comprising of the Flat Holder as the members thereof.

48.(a)The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne

and paid by Flat Holder alone and this Agreement shall be lodged for Registration by the Flat Holder /Purchaser within the time prescribed under law and the Owners /Developer will attend the Sub-Registry Office and admit the execution thereof after the Flat Holder /Purchaser informs them the date and Serial Number under which it is lodged for registration. If the Flat Holder/s /Purchaser fail/s to lodge this Agreement for Registration within the time prescribed by law, the Owners/Developer shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever. The Flat Holders/Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Lease as the case may be. The Flat Holders /Purchaser will deposit with the Owners/Developers the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;

(b) The Flat Holders/Purchaser hereby agree to pay on demand the Flat Holder's Share of Stamp Duty and Registration Charges, Payable, , by the said Society on the Deed of Lease of transfer in respect of the said land and buildings to be executed in favor of the Society or Federation.

49. In the event of the Society of Flat Holders being formed and registered before the Sale and disposal of by the Owners /Developers

of all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Owners /Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Owners/Developers shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Owners /Developers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

50. All letters, receipts, emails and/or notices issued by the Owners dispatched under Certificate of Posting to the address or email id known to them of the Flat Holder/s /Purchaser shall be sufficient proof of the receipt of the same by the Flat Holder/s /Purchaser and shall completely and effectually discharge the Owners. In the event of Joint Flat Holder or Purchaser the communication addressed to the Purchaser/Flat Holder whose name appears first shall for all intents and purposes be considered as properly sent to Purchaser/Flat Holder.

51. That all notices to be served on the Purchaser/ Flat holder and the Developer as contemplated by this Agreement shall be deemed to

have been served if sent to the Purchaser/ Flat holder or the Developer
by Registered Post A.d , notified Email ID/ Under Certification of
Posting at their respective address specified below:

.....Name of Purchaser/ Flat holder
.....
.....
.....(Addresss of Purchaser/ Flat holder)
Notified Email ID:.....

52.The Agreement shall always be subject to the provisions contained in
the real Estate (Regulation and Development Act, 2016) or any
modification, amendments or re-enactments thereof for the time being
in force any other provisions of laws applicable thereto. .

53.Any delay tolerated or indulgence shown by the Owners/Developers
in enforcing the terms and conditions of this Agreement or any
forbearance or of giving of time to the Flat Holders/Purchasers by the
Owners /Developers shall not be construed as waiver on the part of
the Owners /Developers of any breach of or non-observance or
compliance of any of the terms and conditions of this Agreement by
the Flat Holder/s nor shall the same in any manner prejudice the rights
of the Owners /Developers.

54.(i) Any taxes as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including service tax/charges/G.S.T., V.A.T. etc. shall be payable by the Flat Holder/Purchaser/s along with payment of each installment and/or on demand and the Owners /Developers shall not be held liable or responsible in respect of non-payment thereof. In the event of onus and responsibility being cast upon the Owners /Developers to pay any such service tax or service charge /GST including as may be levied on the labour charges it shall be the obligation of the Flat Purchaser to pay the same to the Owners/Developers who shall thereafter pay the same to the Concerned Authority. The Flat Holders/Purchaser, agree to pay such VAT, Service Tax and/or G.S.T. as may be payable and levied by the Concerned Authorities. The Purchaser/s shall forthwith on demand pay to the Owners/Developers the amounts payable by the Purchaser/s in Order to enable the Owners/Developers to pay the same to the Concerned Authorities and any other or further amounts payable by the Purchaser/s and the Purchaser/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developers/Owner/ Developers). Failure to pay to the Owners/Developers the Service Tax/ GST/VAT or any type of Taxes applicable shall be deemed to be a default in payment of amount due under this Agreement. The Purchaser/s hereby indemnifies and agrees to keep the Owner/Developers indemnified for

all times against any loss or damage or penalty or prosecution that may be occasioned to the Owner/Developers on account of the Owner/Purchaser/s failing to pay to the Owner/Developers on demand the amount payable by the Purchaser/s towards the said taxes as provided hereinabove.

- (ii) In the event of the Flat Holder/Purchasers being required to deduct any TDS in respect of the payment of the Purchase consideration under this Agreement under the Income Tax Provisions as may be applicable, the Flat Holders/Purchaser on deduction will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the Owner/Developer the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

55. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the purchaser/s/Flat Holder/s alone. The Flat Holder/Purchaser is an Investor as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the Flat Holder/Purchaser as an Investor will be entitled to adjust the stamp duty as provided in the said article.

56.If the Flat Purchaser/Holder is/are non-resident Indian citizen or a foreign citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.

57.The Purchaser/s/Flat Holder hereby declare that he/she/it they has/have gone through along with his Advocates and/or Legal Advisor the Agreement and all the documents, plans & approvals related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Purchaser/s/ Flat Holder after being fully satisfied with the contents has entered into this agreement.

58.The Flat Purchaser/Holder agree/s, declare/s and confirm/s that he/she/they/it has/have read and understood the aforesaid terms and conditions and has/have made a conscious decision to enter into this Agreement with full knowledge and notice of the same.

59.The Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Society.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of Property)

FIRSTLY

All that piece or parcel of land bearing C.S. Nos. 751 of Mazgaon Division admeasuring 3219.92 sq. mtrs. together with three buildings consisting of ground plus two upper floors known as Ravji Sojpal Chawl lying being and situate at Rambhau Bhogle Marg, Ferbunder, Mumbai in the City and Registration Sub-District of Bombay and bounded as follows, that is to say:

- On or towards the North : Sanghvi Bhuvan
- On or towards the South : Bharat Bhuvan No. 1 & 2
- On or towards the West : Rambhau Bhogle Marg
- On or towards the East : BPT Godown.

SECONDLY

All that piece or parcel of land bearing C.S. Nos. 1/750 and 1A/750 of Mazgaon Division admeasuring 596.11 sq. mtrs. and 885.08 sq. mtrs. respectively together with two buildings consisting of ground plus two upper floors known as **“Bharat Bhuvan No.1”** and **“Bharat Bhuvan No. 2”** standing thereof lying being and situate at Rambhau Bhogle Marg, Ferbunder, Mumbai in the City and Registration Sub-District of Bombay and bounded as follows, that is to say:

On or towards the North	: Ravji Sojpal Chawl
On or towards the South	: Panch Kalsi wadi
On or towards the West	: Rambhau Bhogle Marg
On or towards the East	: BPT Godown

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common and Limited Common Areas)

The nature, extent and description of the “Common areas and facilities” and of the “Limited Common Areas and Facilities” shall be as under:

(a) Common Areas and Facilities:

- (i) Entrance lobby and foyer of the Building to the Purchasers of Flats.

- (ii) Compound of the Building, i.e., the open space area (out of the said land described in the First Schedule hereunder written) appurtenant to the built-up area of the building; but excluding the car parking space in the compound irrevocably reserved and allotted/ to be allotted to the respective Flat Holder.
 - (iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Holders.
 - (iv) Stair cases only as a means of ingress and egress to the respective flats.
- (b) Limited Common Area and Facilities:
- (i) Staircase landing and passage on each floor shall be for common user of only Flat Holders on the particular floor.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications and Amenities)

LIST OF AMENITIES

- Italian marble flooring in all Rooms
- Usage of gypsum Plaster / POP on walls with decorative cornice on the ceiling.
- Heavy guage Aluminum framed anodized French / Sliding Windows as per elevation
- Concealed copper wiring (reputed make with ISI mark) in conduits with adequate electrical points for Television, Music System, Internet Cable Telephone etc.

- High quality electric modular switches.
- Veneer Finished main door at the entrance of the flat with magnifying door eye and night latch
- wooden flush doors for all rooms with latched and wooden frames with magnetic door stoppers
- Heavy duty latches/ Fitting/hinges/ handles for doors and windows of heavy duty brass / stainless steel
- Provision of AC Cutouts
- Two Way switches provision

Kitchen

- Designer tiles
- Additional electrical points For Microwave oven, water purifier, Toaster Refrigerator
- Provision of Two Platforms-One Main and one service platform of Granite
- Exhaust Fan
- High gauge stainless steel sink in the kitchen
- Water purifier
- Concealed Copper Wiring.
- High Quality stop cocks with a separate connection for the water purifier
- Stainless Steel Nahani trap
- Full Height ceramic tiles in the kitchen above the platform to beam & to bottom

Bathroom

- Designer Wash basins and western commodes in the toilets
- Overhead shower
- Sanitary ware with premium fittings.
- Stainless steel towel racks and rods
- Basin Spout and mixer
- Concealed copper wiring
- Decorative FRP door or Bakelite with good quality handles and fittings/ hinges of heavy duty brass stainless steel
- Concealed plumbing and premium fittings

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

SIGNED AND DELIVERED)

by the withinnamed – “OWNERS/)

DEVELOPERS”)

_____)

_____)

Through the hand of its authorized Directors)

_____)

In the presence of)

1.

2.

SIGNED AND DELIVERED)

by the withinnamed “FLAT HOLDER/)

PURCHASER”)

_____)

_____)

in the presence of ...)

1.

2.

RECEIVED of and from the withinnamed)

Flat Holder/Purchaser the sum of Rs._____/-)
(Rupees _____ Only) being)
the earnest amount/advance as within)
stipulated by Cheque/Pay Order/Draft No.____)
dated _____ drawn on _____ Bank.) . Rs._____/-

**WE SAY RECEIVED,
FOR VARDHMAN DEVELOPERS LTD.**

DIRECTOR

