

AGREEMENT FOR SALE

Place of the Execution of this Agreement: _____

Date of the Execution of this Agreement: _____

This Agreement was executed By and Between:

“THE PROMOTER:

which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the partners for the time being of the said firm, survivor/s of them and the heirs, executors and administrators, of such last surviving partner and its permitted assigns.

M/S. VINAYAKAA AAPAR REALTORS LLP , through Its Authorised Partners **MR. VIKRANT UDAY KALE** have/has its registered office at **57/2596, Gandhi Nagar, Behind Bank of Maharashtra, Bandra (East), Mumbai 400051.**

OF THE ONE PART”

AND

“THE ALLOTTEE/S:

Which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, representatives, executors, administrators and assigns.

Mr./ Mrs./Ms. _____ of
Mumbai Indian Inhabitant, residing at _____,
(holding PAN Card No. [_____] and Aadhar Card No. [_____])

OR

(1) Mr. _____ (holding PAN Card No. [_____] and
Aadhar Card No. [_____]), (2) Mr. _____ (hold
ing PAN Card No. [_____] and Aadhar Card No. [_____]) and
(3) Mrs. _____, (holdin
g PAN Card No. [_____] and Aadhar Card No. [_____]) all of
Mumbai Indian Inhabitants, residing at _____, of the
SECOND PART”.

1] DESCRIPTION OF THE LAND:

CTS NO: 240

Off LBS Road, At kajupada Pipeline

State: MAHARASHTRA

District: Mumbai Suburban

Taluka: Kurla

Village: Kurla-2

PIN: 400070

Area of the Plot: 511.10 Sq. M.

(hereinafter referred to as the “SAID LAND”)

More particularly described in the “First Schedule”

2] HISTORY OF THE SAID LAND:

1. EVERGREEN CO-OPERATIVE HOUSING SOCIETY LIMITED, is the Owner of the CTS NO. 240, Off LBS Road, at kajupada Pipeline, Village- Kurla-2, Taluka - Kurla, District- Mumbai Suburban, PIN – 400070.

2. On 23rd September 2021, the Society transferred the development rights of

the M/S. VINAYAKAA AAPAR REALTORS LLP, and the same was registered with the Sub-Registrar of the Kurla – 1 having document Serial Number KRL- 15392- 2021 on 07th October 2021.

3. Subsequent to that on [REDACTED] September 2021, the Society executed the Power of attorney in the name of M/S. VINAYAKAA AAPAR REALTORS LLP, and the same was registered with the Sub-Registrar of the Kurla – 1 having document Serial Number KRL- _____ - 2021 on [REDACTED] October 2021.

3] LEGAL RIGHTS OF THE SAID LAND:

1. By virtue of the aforesaid Development Agreement and Power of Attorney the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said land;
2. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed.
3. By virtue of the Development Agreement and Power of Attorney, the promoter has the sole and exclusive right to sell the Apartments and Other Units of their part as per proposed building to be constructed by the Promoter on the said land and to enter into Agreement with the Allottee/s of the said Apartments, and Other Units therein and to receive the sale price in respect thereof.
4. The Allottee has prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Promoters to the said property and the Allottee shall not be entitled to further investigate the title of the Promoters and/or raise requisition or objections upon any matter relating thereto.

4] DESCRIPTION OF THE PROJECT:

Name of the Project: GREEN HEIGHTS

No of Buildings Approved: One

Purpose of the use: Residential/

5] APPROVALS & SANCTIONS OF THE PLANS:

1. The Promoter has obtained the final layout plan approvals for the Project from **MUNICIPAL CORPORATION OF GREATER MUMBAI**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 of the Act and other laws as

applicable.

2. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as “**Annexure-A**”
3. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as “**Annexure-B**”.
4. The Promoter has got some of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
5. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
6. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
7. On-demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter’s Architects and such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 ((hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder.

6] COMMENCEMENT CERTIFICATE:

The promoter is entitled and enjoined upon to construct the residential buildings on the said land in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted by the Corporation vide **Commencement Certificate** bearing No. **P-6026/2020/(240)/L Ward/KURLA - 2/FCC/1/New dated 25th Feb 2022** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as “**Annexure-**

C”.

7] DESCRIPTION OF THE APARTMENT PURCHASED BY THE ALLOTTEE/S ALONG WITH THE PARKING AREA (IF ANY) FROM THE PROMOTER:

Apartment No.	
Floor No.	
Wing.	
Building.	
Carpet Area.	
Enclosed Balcony.	
Terrace.	
Parking No.	

(hereinafter referred to as the “**APARTMENT**”)

More particularly described in the “**Second Schedule**” hereunder written and as shown on the floor plan thereof hereto annexed and marked as “**Annexure-D**”

As per the Section 2(k) of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

8] DETAILS OF THE PROJECT PROFESSIONALS:

1. ARCHITECTURE:

The Promoter has entered into a standard Agreement with an Architect **Ar. DEOLE BROS** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Allottee/s accepts the professional supervision of the Architect till the completion of the Project.

2. STRUCTURAL ENGINEER:

The Promoter has appointed **SURA & ASSOCIATES** as a Structural Engineer for the preparation of the structural design and drawings of the project. The Allottee/s accepts the professional supervision of the Structural Engineer till the completion of the Project.

3. ADVOCATE:

The authenticated copy of Certificate of Title dated **11TH January 2023** issued by the **ESTATE LAW FIRM** to the Promoter, showing the nature of the title of the Promoter to the said land on which the Apartment are to be constructed have been annexed hereto and marked as “**Annexure-E**”.

9] RERA REGISTRATION:

The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration No. is _____; the authenticated copy of the Registration Certificate is annexed herewith as “**Annexure-F**”.

10] EXECUTION OF THE AGREEMENT:

1. The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
2. As per the Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.
3. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase the said Apartment.
4. Now, therefore, this Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows.

11] CONSIDERATION FOR THE SALE OF AN APARTMENT:

1. The Promoter shall construct the said building project to be known as “**GREEN HEIGHTS**” consisting of **Ground/Stilt + Eight upper floors**

on the said land in accordance with the plans, designs and specifications approved by the concerned local authority. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee/s hereby agree(s) to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s the said Apartment for a lump sum price of **Rs.** _____ **(Rupees**

_____ **Only)** including _____
(Rupees _____

_____ **Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed hereunder.

3. The Allottee/s has/have paid on or before the execution of this agreement a sum of **Rs.** _____ **(Rupees**

_____ **Only)** as an advance payment or application fee and hereby agree(s) to pay to the Promoter the balance amount of _____
(Rupees _____

_____ **Only)** in the following manner:-

4.

Sr.	Particulars	Percent
1.	Earnest Money	10%
2.	On Execution of Agreement	20%
3.	On Completion of the plinth	15%
4.	On Completion of 2 nd Slab	05%
5.	On Completion of 4 th Slab	05%
6.	On Completion of 6 th Slab	05%
7.	On Completion of 8 th Slab	05%
8.	On Completion of 9 th Slab	05%

9.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	05%
10.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	05%
11.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	05%
12.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	10%
13.	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of an occupancy certificate or completion certificate.	05%
	Total	100%

5. The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied hereafter, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
6. All the payments with respect to the consideration for the sale of an apartment to be made in the name of **“VINAYAKAA AAPAR REALTORS LLP”**.
7. The Allottee/s undertake to pay all of the corresponding instalments of the Purchase Price as set out above and all other amounts which become due or payable by the Allottee/s under the provisions of this Agreement, within a period of 15 days of a demand letter for such payments being sent to the Allottee/s at the address set out in this Agreement. It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest and/or claim of the Allottee/s on the said Apartment agreed to be sold until and unless the entire consideration/purchase price and all other amounts specified in this Agreement is paid by the Allottee/s to the Promoter

herein. The Allottee/s further undertake to accept and pay and agree to never dispute the certificate of the stage of completion of the Wing/Building set out in the demand letter issued by the Promoter or by any other person for and on behalf of the Promoter, for raising a demand of the corresponding instalment of the Purchase Price. The Allottee/s further agree and undertake to accept the certificate that may be issued by the Promoter or by any other person for and on behalf of the Promoter, for certifying the completion of stages/intervals required for the purposes of payment of the corresponding instalments of Purchase Price as envisaged herein. The Allottee/s confirm and undertake to pay each and every instalment of the Purchase Price and all other amounts which become due or payable by the Allottee/s under the provisions of this Agreement, on the respective due dates, without any delay or default, and acknowledges that the time for such payment is the essence of this contract.

8. The Total Price is escalation-free, save and except escalations/ increases, due to an increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
9. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
10. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest

at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is an increase in the carpet area allotted to Allottee/s, the Promoter shall demand an additional amount from the Allottee/s as per the next milestone of the Payment Plan. All such mandatory adjustments shall be made at the same rate per sq. meter is agreed in this agreement.

11. The Promoter 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 Apartment the Allottee/s, obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Apartment. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said Apartment until the completion certificate is received from the local authority and the Allottee/s has/have paid all the dues payable under this agreement in respect of the said Apartment to the Promoter and has/have paid the necessary maintenance amount/deposit, GST, and other taxes payable under this agreement of the said Apartment to the Promoter.

12] FSI AND TDR:

The Promoter hereby declares that the Built-up area available as on date in respect of the said land is **1115.50 Square Meters** only and Promoter has planned to utilize Floor Space Index of **2.1985** by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing the various scheme as mentioned in the Development Control Regulation or based on the expectation of increased FSI which may be available in future on the modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **2.1985** as proposed to be utilized by him on the said land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The Allottee(s) have been explained and made aware of the available FSI on the said Land and also the additional FSI and Transferable Development Right (hereinafter referred to as “TDR”) which may be

availed thereon. Until conveyance of the said Land in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organisation, if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the said Land on account of FSI and/or TDR originating from the said Land, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Land (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/sanction being granted by the concerned authorities.

13] POSSESSION OF AN APARTMENT:

1. Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottee/s after receiving the Occupancy Certificate or Completion Certificate or both, as the case may be.
2. Unless prevented by force majeure event/s, the Promoter liable to handover peaceful possession of the said Apartment to the Allottee/s on or before **31st March 2025** as declared by the promoter while registering the project under the Real Estate (Regulation and Development) Act, 2016.
3. If the promoter fails or neglects to give possession on such date, then-
 - I] Allottee can withdraw from the project and the without prejudice to any other remedy available to return the amount received by him in respect of that Apartment , as the case may be, with interest for the every month as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rest, on the amount paid against the Apartment, from the date on which such amount received against the Apartment till the date on which such amount will be refunded to the Allottee/s. Or,
 - II] If an Allottee/s does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, On the amount paid against the Apartment from the date on which Promoter is liable to give possession of Apartment till the date of Actual possession will be given to the Allottee/s.
4. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of said Apartment on the aforesaid date if the completion of Building in which the said Apartment is situated is delayed

on account of: -

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

14] DELAY OF THE PAYMENT BY THE ALLOTTEE/S

1. Any default in payment of any of the amounts set out above or elsewhere in this Agreement, on their respective due dates, shall amount to a breach on the part of the Allottee/s of the terms of this Agreement. In the event of the Allottee/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price on their respective due dates and/or of any other amount due or payable by the Allottee/s to the Promoter under this Agreement (including the Purchaser's proportionate share of additional infrastructure charges, rates, taxes, and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall serve upon the Allottee/s 15 days' notice in writing to the Allottee/s by Registered post with AD at the address provided by the Allottee/s and mail at the E-mail address provided by the Allottee/s, specifying the breach or breaches of the terms and conditions of this Agreement by the Allottee/s and calling upon the Allottee/s to rectify the breach or breaches as specified in such notice.
2. Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Allottee/s payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser to the Promoter in terms of this Agreement on the Allottee paying to the Promoter interest at the rate of State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.
3. Any payment/s made by the Allottee/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
4. The right of the Promoter to receive interest as aforesaid shall not entitle

the Allottee/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Allottee/s.

5. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Allottee/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Apartment agreed to be purchased by the Allottee/s, in respect of any amount due and payable by the Allottee/s to the Promoter or otherwise under the terms and conditions of this Agreement.
6. Without prejudice to the right of promoter to charge interest on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
 - (a) Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
 - (b) Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter."
7. Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Apartment to such person and at such price as the Promoter may in their absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall within 30 days of termination refund to the Purchaser

the amount paid by the Purchaser subject to the following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
 - ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;
 - iii) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (f) The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejectment as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Promoter agrees and undertakes not to dispute in any manner whatsoever.
- (g) The Promoter shall in respect of any amount unpaid by the Allottee/s under this Agreement, have the first lien and/or charge on the said Premises agreed to be acquired by the Allottee/s.

15] PROCEDURE OF TAKING POSSESSION:

1. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
2. The Allottee/s shall take possession of the Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy:
3. Upon receiving a written intimation from the Promoter as per the above-mentioned clause, the Allottee/s shall take possession of the Apartment

from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

16] FURNITURES AND FITTINGS:

The fixtures and fittings with regards to flooring and sanitary fittings and amenities like one or more lift with the particular brand to be provided by the Promoter in the Apartment and the said building are those that are set out in the **“Third Schedule”** mentioned hereunder.

17] ALLOTTEES HEREBY AGREE ON FOLLOWINGS:

1. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for residence. He shall use the parking space only for the purpose of keeping or parking own vehicle.
2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, maintenance of lifts & Fire equipment, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee/s' share is so determined the Allottee shall pay to the Promoter provisional MONTHLY contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the

Limited Company, as the case may be.

3. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:
 - a) Share money, application entrance fee of the Society or Limited Company.
 - b) Formation and registration of the Society or Limited Company.
 - c) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
 - d) Deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
 - e) Deposit towards Water, Electric, and other utility and services connection charges.(All the above amounts to be decided at the time of possession on actual amount incurred)
4. The Allottee/s shall pay to the Promoter all expenses will be incurred for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with the formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
5. The Allottee/s hereby agree(s) to pay to the Promoter the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/ Deed of Assignment to be executed by the Corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee/s of the premises in the said Building.

18] ADMISSION OF THE MEMBER TO THE SOCIETY

It will be the responsibility of the Developer that the Allottee will be part the of existing society formed named **EVERGREEN CO-OPERATIVE HOUSING SOCIETY LIMITED**, after the completion of the Project.

19] THE PROMOTER HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE/S AS FOLLOWS:

1. The Promoter has a clear and marketable title with respect to the said land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the

- implementation of the Project;
2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 3. There are no encumbrances upon the said land or the Project;
 4. There are no litigations pending before any Court of law with respect to the said land or Project;
 5. All approvals, licenses, and permits issued by the competent authorities with respect to the Project, said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building/wing and common areas;
 6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially affect;
 7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
 8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 9. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
 10. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, the notification

(including any notice for acquisition or requisition of the said land) has been received or served upon the Promoter in respect of the said land and/or the Project.

12. The Promoter shall maintain separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

20] THE ALLOTTEE/S FOR HIMSELF/HERSELF/THEMSELVES WITH THE INTENTION TO BRING ALL PERSON INTO WHOMSOEVER HAND THE SAID APARTMENT MAY COME, HEREBY COVENANT WITH THE PROMOTER AS FOLLOWS: -

1. To maintain the Apartment at the Allottee/s own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
2. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
3. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event

of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

4. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, Apartment, and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
7. Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
8. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purpose other than for the purpose for which it is sold.
9. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
10. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from

time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

21] STRUCTURAL DEFECTS:

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

22] OTHER CLAUSES

1. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in the law of the said Apartment or the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the said structure of the building is transferred to the society / limited company or other legal bodies as hereinbefore mentioned.
2. It is expressly agreed and confirmed by the Allottee/s that the terraces which are attached to the respective Apartment will be in exclusive possession of the said Allottee/s of the said Apartment and other Allottee/s

will not in any manner object to the Promoter selling the Apartment with an attached terrace with exclusive rights of the said Allottee/s to use the said terraces.

3. This Agreement shall always be subject to the terms and conditions of the **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016**, and the rules and regulations if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
4. The Allottee/s shall at no time demand partition of his/her/their interest of their premises in the building. It is hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee/s that the promoter shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee/s.
5. After the Promoter execute this Agreement for sale, Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has\have taken or agreed to take such Apartment.
6. Forwarding this Agreement to the Allottee/s by the promoter does not create a binding obligation on the part of the promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
7. This Agreement, along with its schedules and annexure, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if

any, between the Parties in regard to the said Apartments/building, as the case may be.

8. This Agreement may only be amended through the written consent of the Parties.
9. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
10. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
11. Wherever in this Agreement, it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
12. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
13. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in ===== after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at =====.
14. The Allottee/s and/or Promoter shall present this Agreement as well as the

conveyance/assignment of the lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

M/S. VINAYAKAA AAPAR REALTORS LLP ,
Office Address: **57/2596, Gandhi Nagar, Behind Bank of Maharashtra, Bandra (East), Mumbai 400051.**
Notified Email ID: vikrantindustries5@gmail.com

MR./MISS./M/S. _____
_____ **having** _____ **his/her/their** _____ **address**
at _____

Notified _____ Email _____ ID: _____

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

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

17. The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Allottee/s only.

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

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

FIRST SCHEDULE

Description of the Said Land

All that piece and parcel of the said Land, bearing **CTS NO. 240, Off LBS Road, at kajupada Pipeline, Village- Kurla-2, Taluka - Kurla, District- Mumbai Suburban, PIN – 400070.** or thereabout and bounded as follows:

On or towards the North by: =====
On or towards the South by : =====
On or towards the East by : =====
On or towards the West by : =====

SECOND SCHEDULE

Description of the Said Apartment

Apartment bearing No. _____, admeasuring about _____ Sq. Meters. of Carpet area plus _____ Sq. Meters. of Balcony area, Flower Bed (F.B), Enclosed Balcony (E.B) on the _____ Floor and Parking No. _____ on the _____ Floor admeasuring about _____ Sq. Meters of the said building known as “**GREEN HEIGHTS**” consisting of **Stilt + Eight Upper Floors**, to be constructed on **CTS NO. 240, Off LBS Road, at kajupada Pipeline, Village- Kurla-2, Taluka - Kurla, District- Mumbai Suburban, PIN – 400070.**

THIRD SCHEDULE

(LIST OF AMENITIES)

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

SIGNED, SEALED & DELIVERED

By the within named “**THE PROMOTER**”

M/S. VINAYAKAA AAPAR REALTORS LLP

Through its PARTNERS-

1) =====

ADDRESS-

2) =====

ADDRESS

SIGNED, SEALED & DELIVERED BY THE
Within named “ALLOTEE/S”

MR/MRS/MISS. _____

PAN NO. _____

ADDRESS. _____

In the presence of

1) _____

2) _____

RECEIPT

Date: ____/____/2022

RECEIVED the sum of Rs. _____/- (Rupees

Only) paid by the Allottee/s to the Promoter by way of Ch. No. _____ dated _____ Drawn on _____ Bank, _____ Branch, towards the token amount for the sale, transfer of the **Apartment bearing No. _____, admeasuring about _____ Sq. Meters. of Carpet area, on the _____ Floor,** of the said building known as **“GREEN HEIGHTS”** consisting of **Stilt+ Eight Upper Floors,** to be constructed on **CTS NO. 240, Off LBS Road, at kajupada Pipeline, Village- Kurla-2, Taluka - Kurla, District- Mumbai Suburban, PIN – 400070..**

WE SAY RECEIVED,

Rs. _____/-

for,

M/S. VINAYAKAA AAPAR REALTORS LLP

1) =====
(Partner)