

**13.12.2021**

**AGREEMENT FOR SALE**

THIS AGREEMENT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand Twenty One,

BETWEEN

**M/S.VIIAAN ADITYA ENTERRPRISES (formerly known as M/S.ADITYA ENTERPRISES)**, a partnership firm registered under the Indian Partnership Act, 1932, having its office at Unit No.1, Juhu Ruturaj CHSL, Juhu Tara Road, Santacruz (West), Mumbai – 400 054 hereinafter referred to as the “**PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of last of such survivors or survivor and assigns) of the **ONE PART**;

AND

**MR./MRS./MS.** \_\_\_\_\_

\_\_\_\_\_ adults, Indian  
Inhabitants of Mumbai, residing at  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ hereinafter referred  
to as “**THE ALLOTTEE**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

The Promoter and the Allottee shall, hereinafter, be collectively

referred to as the “**Parties**” and individually as “**Party**”.

**WHEREAS:**

a. The Tarun Bharat Co-operative Housing Society Limited, a co-operative Housing Society registered under the provisions of the then Bombay Co-operative Societies Act, 1925 and deemed to have been registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (hereinafter called the “**Parent Society**”) is owner of a large piece of land, which has been sub-divided into several plots, as per layout sanctioned in the year 1972.

b. The Parent Society has granted leases in respect of the sub-divided plots to its several members.

c. One Shri. Balaram H. Mantri, member of the Tarun Bharat Co-operative Housing Society Limited, was allotted 5 shares of Rs.50/- (Rupees Fifty Only) each bearing distinctive Share Numbers 461 to 465 (both inclusive) (hereinafter called the “**Parent Society’s Shares**”), as evidenced by Share Certificate No.106 dated 15<sup>th</sup> February, 1969, and upon his demise and pursuant to applications made, the Parent Society’s Shares were transferred to the name of his widow Smt. Maltibai Balaram Mantri (hereinafter called the “**said Malti**”), who was his only heir and legal representative.

d. The said Malti as a member of the Parent Society was allotted a sub-plot in 1973, on leasehold basis, bearing Plot No.43 in the estate of the Parent Society, corresponding to Survey No. 97, Hissa No. 3 & 7 (parts), formerly bearing CTS No.155 and 246 and now corresponding to CTS No.146/25 admeasuring 535.20 sq. yards i.e. 447.43 sq. mtrs. or thereabouts in Revenue Village Chakala, Taluka Andheri, within the Registration Sub-District of Bandra, Mumbai Suburban District, within Greater Mumbai more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the “**project land**” for the sake of brevity) and the project land was demised to her on leasehold basis for 999 years under and by virtue of a Lease Deed dated 13<sup>th</sup> March, 1973 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. P-122/73.

e. By a Deed of Gift dated 13<sup>th</sup> January, 1976 registered with the Sub-Registrar of Assurances of Bombay under Serial No.BOM/S/124 of 1976, the said Malti as the Donor, in consideration of natural love and affection, transferred by way of gift, her leasehold rights in respect of the project land together with the Parent Society's Shares, to her sister's son one Sadanand Bhaskarrao Shinde (hereinafter called the "**said Sadanand**"), as the Donee.

f. The said Sadanand constructed a building known as 'Vishwas Niketan' (hereinafter called the "**Old Building**") on the project land, sold flats therein to various flat purchasers, who formed a society namely Vishwas Niketan Co-operative Housing Society Limited (hereinafter called the "**said Society**").

g. The said Sadanand died intestate at Mumbai on or about the 24<sup>th</sup> October, 2008 leaving him surviving his son Samuel S. Shinde (hereinafter called the "**said Samuel**") and his daughter Sarah Lobacz nee' Sarah Sadanand Shinde (hereinafter called the "**said Sarah**") as his only legal heirs and representatives under the provisions of the Hindu Succession Act, 1956 by which he was governed at the time of his death. His mother Mrs. Padmatai Bhaskarrao Shinde had predeceased him in 1966 and his wife Mrs.Surekha Sadanand Shinde had predeceased him on 29<sup>th</sup> April, 2001. Thus the said Samuel and the said Sarah became entitled to the leasehold rights in respect of the project land together with the Parent Society's Shares, each having a one-half undivided share, right, title and interest therein.

h. By a Deed of Release dated 16<sup>th</sup> April, 2016 registered with the Joint Sub-Registrar of Assurances of Andheri No.4 at Bandra under Serial No. BDR-15/2899 OF 2016, the said Sarah as the Releasor has released, relinquished, surrendered, renounced and assured unto the said Samuel forever her all and whatsoever one-half undivided share, right, title and interest in the Parent Society's Shares, the leasehold rights in respect of the project land together with the Old Building standing thereon (subject to the occupation of the Old Building by the Members of the said Society), without any consideration, in favour of the said Samuel as the Releasee, absolutely and forever.

i. In the circumstances the said Samuel became seized and possessed of and well entitled to the Parent Society's Shares, the leasehold rights in respect of the project land together with the Old Building standing thereon (subject to the occupation of the Old Building by the Members of the said Society).

j. The said Society and the said Samuel approached the Parent Society for its consent for assignment of the project land from the said Samuel in favour of the said Society.

k. In accordance with the Bye Laws and Resolutions passed in Annual General Body Meeting of the Parent Society held on 09.08.2008, the Parent Society unanimously resolved to execute Fresh Deed of Lease for a period of 98 years. Thus earlier Lease Deed dated 13<sup>th</sup> March, 1973 shall stand surrendered and cancelled upon the Parent Society executing fresh Deed of Lease in respect of the project land for a period of 98 years in favour of the said Society.

l. In the aforesaid circumstances the said Samuel and the said Society approached the Parent Society to grant fresh lease of the project land in favour of the said Society, and accordingly, the said Samuel, agreed to rescind and cancel the earlier Lease Deed dated 13<sup>th</sup> March, 1973 and the Parent Society agreed to execute Fresh Lease Deed in favour of the said Society in respect of the project land, for a period of 98 years.

m. The Parent Society considered the said Proposal in the meeting of managing committee held on 31.08.2012 and in the said meeting under resolution No. 5/2012-13, resolved to execute the fresh Lease Deed in respect of the project land in favour of the said Society for a period of 98 years, with a clause for extending the said lease period by another 98 years after the expiry of the initial 98 years.

n. Thus, by a Deed of Sub-Lease dated 31<sup>st</sup> May, 2016, registered with the Joint Sub-Registrar of Assurances of Andheri No.6 at Bandra, under Serial No.BDR-17/4399 of 2016, made between the Parent Society therein called the Lessor of the First Part, the said Society therein called the Sub-Lessee of the Second Part and the said Samuel therein called the Confirming Party of the Third Part, whereby the Parent Society has, with the confirmation of the said Samuel, granted the

sub-lease of the project land in favour of the said Society, for a term of 99 years commencing from the 1<sup>st</sup> day of April 2016, for the consideration therein mentioned and for the lease rent therein mentioned payable each year and subject to and upon the terms, conditions and covenants therein contained AND pursuant thereto the said Samuel shall continue as the Member of the Parent Society, and the said Society shall be admitted as a nominal member of the Parent Society, upon making the necessary application and paying the entrance fees, reserving option to the said Society to purchase the reversion in respect of the project land on payment of the consideration therein mentioned AND by and under the Deed of Sub-Lease, it is agreed that notwithstanding anything contained therein, the said Society shall have an option to renew the present lease for another period of 98 years on the same terms and conditions, subject to payment of increased yearly rent in the manner therein contained.

o. In the above premises, the said Society became entitled to the sub-leasehold rights in respect of the project land and the said Society is the owner of the Old Building standing thereon and it along with its Members is in absolute, exclusive and lawful possession, use, occupation and enjoyment of the Old Building comprising the respective Flats of its Members.

p. The said Society intended to go in for redevelopment of the project land and the Old Building, and so it approached the Parent Society to issue a consent letter for redevelopment thereof, as the Old Building which was at the material time more than 37 years old and had been repaired on two occasions in the last 10 years and was in a dilapidated condition. Pursuant to the said request of the said Society, the Parent Society issued consent letters on 30.07.2010 and 28.09.2012 on the terms and conditions set out therein.

q. As a pre-condition to the grant of NOC for redevelopment, the said Society and its Members were required to pay a sum of Rs.1,00,000/- (Rupees One Lac only) to the Parent Society as and by way of premium, as per paragraph 6 of the Minutes of Annual General Body Meeting held on 8-8-2009, as mentioned in the Letter dated 30<sup>th</sup> July, 2010 addressed by the Parent Society to the said Samuel AND that a separate NOC would be required by the said Society from the Parent Society for utilizing TDR on the project land.

r. The Old Building comprised of ground and 3 upper floors and contained a total of 12 flats. Out of the said 12 (twelve) Flats, there were 8 flats of one BHK and 4 flats of one Room-Kitchen. Since the time of formation of the said Society, some of the original members had expired and their legal heirs/nominees had been brought on the said Society's record and some of the original members had sold and transferred their respective premises to their respective transferees and purchasers and they have been admitted and are the present Members of the said Society. Two flats are held by one Member and so there are 11 members of the said Society (hereinafter referred to as "**Members**") who held the said 12 (twelve) Flats in the Old Building.

s. By a Redevelopment Agreement dated 13<sup>th</sup> June, 2016, registered with the Joint Sub-Registrar of Assurances of Andheri No.4 at Bandra, under Serial No.BDR-15/4585 of 2016 entered into between the said Society of the One Part and the Promoters of the Other Part, read with Supplemental Redevelopment Agreement (First) dated 3<sup>rd</sup> October, 2018, registered with the Joint Sub-Registrar of Assurances of Andheri No.4 at Bandra, under Serial No.BDR15/5160 of 2018 and Second Supplemental Redevelopment Agreement dated 2<sup>nd</sup> September, 2021, registered with the Joint Sub-Registrar of Assurances at Andheri No.7 (Bandra), under Serial No. BDR-18-11420-2021 both Supplemental Redevelopment Agreements entered into by and between the said Society of the First Part, the Confirming Parties (being the Members of the Society) of the Second Part, and the Promoters of the Third Part (hereinafter called "**the said Agreements**"), and by virtue of Power of Attorney dated 13<sup>th</sup> June, 2016, registered with the Joint Sub-Registrar of Assurances of Andheri No.4 at Bandra, under Serial No.BDR-15/4586 of 2016, the said Society has pursuant to resolutions passed at the Special General Body Meetings of the said Society, from time to time, granted unto the Promoters the redevelopment rights in respect of the project land and the Old Building, for the consideration and on the terms and conditions therein contained.

t. Under the said Agreements, the Promoters have agreed to demolish the Old Building "VISHWAS NIKETAN" and utilize the entire FSI, the TDR FSI and the Fungible compensatory FSI, as also permissible areas as may be available for constructing the new Multi Storeyed

building on the project land in accordance with plans then to be sanctioned by the Municipal Corporation of Greater Mumbai (“**MCGM**”) and other Competent Authorities.

u. The Promoters propose to construct the new building which is to consist of Basement, Shops/Commercial Premises on the Ground floor and residential premises on the 1<sup>st</sup> to the 9<sup>th</sup> floors, with Mechanized Puzzle Car Parking in the Basement and Open Car Park Spaces in the compound of the New Building, to be known as “**VISHWAS NIKETAN BY VIIAAN**” (hereinafter referred to as the “**New Building**”)

v. Under the said Agreements stated above, the said Society has reserved to itself 12 (Twelve) new flats in the New Building to be provided by the Promoters to the said Society for allotment to its existing Members, on ownership basis, in lieu of the 12 (Twelve) flats in the Old Building, as and by way of permanent alternate accommodation hereinafter referred to as the “**Members’ Premises**” and the remaining Flats/ Shops/Commercial Premises and other Areas in the New Building, hereinafter referred to as the “**Promoters’ Premises**” will belong to the Promoters and are at their disposal to be dealt with and disposed off by them in such manner as they deem fit and to receive and appropriate the sale proceeds to themselves.

w. The Promoters will be providing to the said Society, 60% of the available car park spaces in the Mechanized Puzzle Car Parking in the Basement and Open Car Park Spaces in the compound of the New Building (hereinafter called “**the Members’ Car Park Spaces**”). The balance or remaining car parking spaces wheresoever available hereinafter called “**the Promoters’ Car Park Spaces**”, will belong to the Promoters and the Promoters alone will be entitled to deal with the same and allot them to acquirers/purchasers of premises in the New Building in such manner as they may deem fit.

x. In pursuance of the said Agreement and by virtue of the said Power of Attorney dated 13<sup>th</sup> June, 2016, the Promoters are alone entitled to develop the project land more particularly described in the First Schedule hereunder written and to construct the New Building thereon.

y. The Promoters have appointed Mr.Suyog Sheth of M/s. Miti Associates (who is registered with the Council of Architects) as their Lic.Surveyor for preparing plans for construction of the New Building and Mr.Pettiwala Mohd. Furkhan Ibrahim as the Structural Engineers for the preparation of the structural design and drawings of the New Building. The Promoters shall be entitled to appoint another Lic.Surveyor and/or Structural Engineers in place of the professionals already appointed. The Promoters agree to accept the professional supervision of the Lic.Surveyor and the Structural Engineers who may have been appointed from time to time, till the completion of the New Building.

z. The Promoters have registered the Project of development of the New Building on the project land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter called the “**said Act**”) along with Maharashtra Rules and Regulations, 2017 (hereinafter called the “**said Rules**”), with the Real Estate Regulatory Authority on \_\_\_\_\_, at Mumbai under Project Registration No. \_\_\_\_\_ and the authenticated copy is attached herewith and marked as **Annexure ‘A’**.

aa. The Promoters got approved from the concerned local authority the plans for construction of the New Building on the project land vide I.O.D. dated 18<sup>th</sup> June, 2021 under No.CHE/WS/1899/K/E/337(NEW)/IOD/1/Amend. The said plans have been amended vide Amendment Plan Approval Letter dated 19<sup>th</sup> August 2021 under No.CHE/WS/1899/K/E/337(NEW)/IOD/2/Amend. Commencement Certificate dated \_\_\_\_\_ under No. \_\_\_\_\_ has been issued by the concerned authorities. Authenticated copies of the I.O.D. dated 18<sup>th</sup> June, 2021, Amendment Plan Approval Letter dated 19<sup>th</sup> August 2021, and Commencement Certificate dated \_\_\_\_\_ are annexed hereto marked as **Annexures ‘B’, ‘C’ and ‘D’**, respectively.

bb. The Promoters have demolished the Old Building “Vishwas Niketan” (then standing on the project land), and have commenced the construction of the New Building on the project land in accordance with the plans sanctioned by the MCGM, as may be amended from time to time.

cc. The Promoters shall be utilizing the entire development potential available in respect of the project land including the FSI, the set back area, the Transferable Development Rights FSI (TDR FSI) available under the Development Control Regulations, 1991, the fungible compensatory FSI and all other areas as may be available in accordance with the rules and regulations both present and as may be modified and as sanctioned by the concerned authorities for construction on the project land and selling and allotting the premises in the New Building.

dd. By virtue of the said Agreements/Power of Attorney the Promoters are alone entitled to develop the project land and to construct the New Building thereon and save and except the Members' Premises and the Members' Car Park Spaces to be provided to the said Society for its Members, the Promoters alone have the sole and exclusive right to sell on what is popularly known as 'Ownership Basis', lease and allot or otherwise transfer the remaining flats, shops, commercial premises comprised in the Promoters' Premises and the car park spaces comprised in the Promoters' Car Park Spaces in the New Building being constructed by them on the project land, on ownership basis or on such other basis as they deem fit, on such terms, conditions and consideration as the Promoters may deem fit and proper in their absolute discretion and to enter into Agreement/s with such purchasers, allottees and acquirers and to receive in their name and appropriate to themselves the consideration monies and sale proceeds or other monies in respect of the sale of the flats/shops/commercial premises and car park spaces in their own name.

ee. Accordingly, the Allottee applied to the Promoters for sale and allotment to the Allottee of Flat/Sop/Commercial Premises No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet carpet area i.e. \_\_\_\_\_ square meters carpet area on the \_\_\_\_\_ floor of the New Building known as "**VISHWAS NIKETAN BY VIIAAN**", being constructed on the project land described in the First Schedule hereunder written. The Promoters have also agreed to allot to the Allottee Car Park Space/s No. \_\_\_\_\_ in the Mechanized Puzzle Car Parking in the Basement / Car Park Space/s No. \_\_\_\_\_ out of the Open Car Park Spaces in the compound of the New Building. The said Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the New Building shall hereinafter be called the "**said Apartment**". The said Car Park Space/s No. \_\_\_\_\_ in the Mechanized Puzzle Car Parking in the Basement / Car Park Space/s No. \_\_\_\_\_ out of the Open Car Park Spaces in the compound of the New Building, shall hereinafter be called the "**said Car Park Space/s**". The said Apartment and

the said Car Park Space/s are more particularly described in the **Second Schedule** hereunder written.

ff. Relying upon the said application the Promoters have agreed to sell and allot to the Allottee the said Apartment and the said Car Park Space/s at the price and on the terms and conditions hereinafter appearing.

gg. The Promoters hereby retain the right to submit amended plans for approval to the concerned authorities from time to time, to enable the Promoters to construct the New Building by exploiting the maximum development potential available for construction on the project land.

hh. On demand from the Allottee, the Promoters have, prior to entering into this Agreement, given inspection to the Allottee of all the documents of title relating to the project land, hereinbefore recited deeds and documents, the sanctioned plans, I.O.D., Amendment Plan Approval Letter, C.C., and of such other documents as are specified under the said Act and the said Rules.

ii. The authenticated copy of Certificate of title issued by the Advocates of the Promoters in respect of the project land is annexed hereto and marked as **Annexure 'E'**.

jj. The authenticated copies of Property Register Cards relating to the project land showing the nature of the leasehold title of the said Society to the project land on which the New Building is being constructed is annexed hereto marked as **Annexure 'F'**.

kk. The authenticated copies of the plans of the layout as proposed by the Promoters and according to which the construction of the New Building and open spaces are proposed to be provided for, on the project land have been annexed hereto and marked as **Annexure 'G'**.

ll. The authenticated copy of the floor plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority, showing the said Apartment in red

hatched lines, is annexed hereto and marked as Annexure 'H'.

mm. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the New Building 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 New Building.

nn. While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the New Building and upon due observance and performance of which only the completion and occupation certificates in respect of the New Building shall be granted by the concerned local authority.

oo. The carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.

pp. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

qq. Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the

sale consideration in the manner hereinafter appearing.

(i) Under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

(ii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment.

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. The Promoters have commenced the construction and shall under normal conditions complete the construction of the New Building known as "**VISHWAS NIKETAN BY VILAAAN**", which is to consist of Basement, Shops/Commercial Premises on the Ground floor and residential premises on the 1<sup>st</sup> to the 9<sup>th</sup> floors, with Mechanized Puzzle Car Parking in the Basement and Open Car Park Spaces in the compound of the New Building, on the project land being the Plot of land bearing Plot No.43 in the estate of the Parent Society, i.e. the Tarun Bharat Co-operative Housing Society Limited, situated at Chakala, Andheri (East), Mumbai- 400 099 bearing Survey No. 97 Hissa Nos. 3 and 7 (parts), formerly bearing CTS Nos.155 and 246 and now bearing corresponding City Survey No. 146/25 of Village Chakala, Taluka Andheri within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 535.20 sq.yds. i.e. 447.43 sq.mtrs.or thereabouts in accordance with the Property

Register Card more particularly described in the **First Schedule** hereunder written, in accordance with the plans and specifications approved by the concerned authorities from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment hereby agreed to be sold to the Allottee, except for any alteration or addition required by any Government authorities or due to change in law.

3. (a) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee the said Apartment being the said Flat/Shop/Commercial Premises bearing Flat/Shop/Commercial Premises No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet carpet area i.e. \_\_\_\_\_ square meters carpet area on the \_\_\_\_\_ floor in the New Building known as "**VISHWAS NIKETAN BY VIIAAN**" shown on the floor plan thereof annexed hereto and marked as Annexure 'H' described in the Second Schedule hereunder written, at or for the lumpsum price of Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written.

(b) In addition to the said Apartment, the Promoters hereby agree to allot to the Allottee and the Allottee hereby agrees to acquire from the Promoters the said Car Park Space/s being the Car Park Space/s No. \_\_\_\_\_ in the Mechanized Puzzle Car Parking in the Basement / Car Park Space/s No. \_\_\_\_\_ out of the Open Car Park Spaces in the compound of the New Building being constructed on the project land.

**n.b. Do you want to write separate amount for car park or is it included in the price of the Apartment? If yes, then the next clause will change**

(c) The total aggregate consideration amount for the said Apartment and the said Car Parking Space/s being the said sum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_

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\_\_\_\_\_ only) shall hereinafter be called the “**Total Price**”.

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(d) The Allottee has, out of the Total Price paid, on or before execution of this Agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. .... (Rupees ..... ) in the following manner:-

- i. Amount of Rs. ..../- (.....) not exceeding 30% of the Total Price) to be paid to the Promoters after the execution of this Agreement i.e. on or before \_\_\_\_\_;
- ii. Amount of Rs. ..../- (.....) not exceeding 45% of the Total Price) to be paid to the Promoters on completion of the Plinth of the New Building in which the said Apartment is located;
- iii. Amount of Rs. ..../- (.....) not exceeding 70% of the Total Price) to be paid to the Promoters on completion of the slabs including podium of the New Building in which the said Apartment is located (to be paid in \_\_\_\_ instalments of Rs. ..../- (.....) each, and each instalment to be paid on the completion of each slab);
- iv. Amount of Rs. ..../- (.....) (not exceeding 75% of the Total Price) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment;
- v. Amount of Rs. ..../- (.....) (not exceeding 80% of the Total Price) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;
- vi. Amount of Rs. ..../- (.....) (not exceeding 85% of the Total Price) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building in which the said Apartment is located;
- vii. Amount of Rs. ..../- (.....) (not exceeding 95% of the Total Price) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, plinth

protection, paving of areas appertaining the New Building and all other requirements as may be prescribed in this Agreement of sale of the said Apartment;

viii. Balance Amount of Rs. ....../- (.....) will be paid, along with all deposits and charges, within 7 (seven) days of the Promoters notifying the Allottee to take possession of the said Apartment on or after receipt of Occupancy Certificate or Completion Certificate.

**n.b. Show our GST consultant** (e) The Total Price above excludes Taxes (consisting of tax paid or payable by way of GST or any other similar taxes which may be levied now or to be levied hereafter, under any act or statute of the Central Government, State Government, for or in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Apartment. Such Taxes shall be paid/reimbursed by the Allottee to the Promoters over and above the Total Price within seven days of demand made by the Promoters.

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

**n.b. ?? Do you need this??** (g) The Promoters may allow, in their sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

(h) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the New 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 Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate of 9% per annum, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.

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

4. The Promoters 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 said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

5. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written to the said Society after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely

payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 3(d) herein above (“Payment Plan”).

6. (a) The Promoter hereby declares that as per the presently approved plans, the Floor Space Index in respect of the project land (inclusive of base FSI, TDR FSI, fungible FSI) is \_\_\_\_\_, as per which the total built-up area of \_\_\_\_\_ square metres is proposed to be utilized by them on the project land in the Project. The Promoters have, in the development of the project land, planned to exploit fully the maximum plot development potential available in respect of the project land, by utilizing the entire Floor Space Index including base FSI, TDR FSI, FSI available on payment of premiums, FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations and FSI available by way of setback area or FSI that may be available based on expectation of increased FSI which may be available in future on modification to the Mumbai Municipal Corporation Act, Bye-Laws, Development Control Regulations For Greater Mumbai, the Maharashtra Regional & Town Planning Act 1966, and/or all other applicable laws/Rules Regulations/ bye-law / statutes/policies/circulars, etc. or any change in policy, which are applicable to the said Project.

(b) The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the entire proposed FSI and on the understanding that the declared proposed FSI and any future FSI (by whatever name called) and the additional premises constructed from such future FSI shall belong to the Promoters only. The Allottee hereby specifically agrees that he/she/they shall co-operate with and give all facilities to the Promoters to enable them to carry out the said construction / additional construction work on the project land and the Allottee hereby agrees, confirms and undertakes not to hinder, obstruct or raise any objection in the development of the Project or to the entrance and exit of the vehicles bringing in or taking away the building materials and/or to the storage of the building materials in portions of the project land and/or the workers using the lifts, staircase and other portions of the New Building constructed or being constructed or to be constructed on the project land, for carrying out the work.

(c) The Promoters have represented to the Allottee that no sub-division of the project land or part thereof is envisaged and the Allottee agrees not to insist or demand or require the Promoters to obtain any sub-division.

7. (i) If the Promoters fail to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 10% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. If the Allottee fails to pay any installment of the Total Price and/or any amounts payable under these presents, on the due date, then the Allottee agrees to pay to the Promoters, interest at the rate fixed at 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for banks), per annum, on all the amounts which have become due and payable by the Allottee to the Promoters under the terms of this Agreement (including proportionate taxes, maintenance charges and outgoings payable in respect of the said Apartment) from the date the said amount is payable by the Allottee to the Promoters, till payment. Time for payment of all amounts under these presents is of essence of the contract.

(ii) Without prejudice to the right of the Promoters to charge interest in terms of sub-clause 7(i) above, on the Allottee committing delay or default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority, maintenance charges and other outgoings) and on the Allottee committing three such delays or defaults of payment of the outstanding amounts on the due date, the Promoters, at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (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 their 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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee, within a period of thirty days of the termination, the instalments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters, without interest, subject to adjustment and recovery of agreed liquidated damages for the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and the aforesaid interest or any other amount which may have become payable by the Allottee to the Promoters. Upon such termination, the Allottee shall be left with no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoters and/or the project land and/or over the said Apartment and the Promoters shall be fully entitled to sell, deal with and dispose off the said Apartment and all other rights and entitlements under this Agreement to any third party or deal with it in any other manner as the Promoters may in their sole discretion deem fit and proper.

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

9. The Promoters shall give possession of the said Apartment to the Allottee on or before \_\_\_\_\_. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand, made in writing by the Allottee, to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the same rate as may mentioned in the clause 7(i) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of the New Building in which the said Apartment is to be situated is delayed on account of force majeure and reasons beyond the control of the Promoters including -

- (i) war, civil commotion or act of God including natural catastrophes such as flood, earthquake, hurricanes, tempest, typhoon, volcanic activities or any other natural calamity;
- (ii) any notice, circular, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Any litigation or injunction or order from any court or forum or concerned or competent authority, whereby the Promoters are prevented or restrained from carrying on the construction work.

10. **(i) Procedure for taking possession** - The Promoters, upon obtaining the Occupancy Certificate from the competent authority and payments made by the Allottee as per this Agreement including the entire Total Price and all other payments/deposits, shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the taxes, maintenance charges and outgoings, as determined by the Promoters or the said Society, as the case may be, within the time period specified by the Promoters. The Promoters on their behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate of the Project.

(ii) The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupancy. The Promoters shall not be liable for any loss caused on account of any of the aforesaid force majeure events or due to any other cause whatsoever after the expiry of 15 (fifteen) days from notifying the Allottee to take possession of the said Apartment or from the date the Allottee takes possession of the said Apartment, whichever is earlier.

(iii) **Failure of Allottee to take Possession of the said Apartment:** Upon receiving a written intimation from the Promoters as per clause 10(i), the Allottee shall take possession of the said

Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and required by the Promoters, and the Promoters shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 10(i) above, then too the Allottee shall be bound and liable to pay the taxes, maintenance charges and outgoings as applicable, without any dispute or objection, from the expiry of 15 (fifteen) days from the Promoters offering the possession of the said Apartment as per clause 10(i).

(iv) If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the New Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the said Act. Provided that the Promoters will not be liable for rectifying any defects in the New Building if the purchasers/allottees of the New Building have made any structural changes and/or any changes which are against the MCGM rules and regulations in his/her/their apartment and/or in the New Building and/or have tampered with or permitted the tampering of his/her/their apartment and/or the New Building. The Allottee hereby agrees and undertakes not to carry on any structural alteration of any nature whatsoever in the said Apartment or any part of the New Building without obtaining the prior consent in writing of the Promoters and the Structural Engineers of the Promoters.

11. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which it has been approved i.e. for \_\_\_\_\_ user. He/she/they shall use the car parking space only for purpose of keeping or parking his/her/their vehicle.

12. (a) Under the said Agreements the said Society has agreed to admit the prospective purchasers/allottees of flats comprised in the Promoters' Premises, as the members of the said Society on such prospective member paying the entrance and admission fees, the share money for

the required number of shares, regular monthly maintenance charges and the sum of Rs.25,000/- (Rupees Twenty Five Thousand only) to the said Society. The said Society has under the said Agreements agreed to admit the prospective purchasers, as members of the said Society, who have been nominated by the Promoters and that unless and until such purchaser or transferee or allottee is specifically nominated by the Promoters for admission to the membership of the said Society, such person shall have no right to apply for admission to the membership of the said Society or approach the said Society in that regard.

(b) Upon receipt by the Promoters from the Allottee of all his/her/their dues payable hereunder to the Promoters including the entire purchase price, all deposits, interest, if any, liquidated damages, if any, and all other amounts payable by the Allottee hereunder (including those mentioned in clause 12(a) above) and under the said Agreements including complying with all his/her/their/its obligations herein contained, the Promoters shall notify the said Society to admit the Allottee as member of the said Society and the Allottee hereby agrees and undertakes that he/she/they/it shall become a member of the said Society on compliance with his/her/their/its obligations hereunder.

(c) The Allottee hereby agrees and undertakes that on being admitted as a member of the said Society, he/she/they/it shall be bound and liable to abide by and observe the bye-laws rules and regulations of the said Society and the Parent Society as already framed and passed and all other rules and regulations as may be framed by the said Society and the Parent Society from time to time and the resolutions that may be passed by the said Society and the Parent Society from time to time.

(d) The Allottee herein agrees and undertakes that he/she/they/it shall under no circumstances whatsoever approach or deal with the said Society or communicate or carry out any correspondence, directly with the said Society and/or be admitted as a member and/or obtain the shares and/or the share certificate directly from the said Society. Such communications, correspondence etc. shall be made only by the Promoters with the said Society.

(e) The Allottee herein agrees and confirms that he/she/it/they has/have been made aware of the terms and conditions of the said Agreements being the said Redevelopment Agreement dated 13<sup>th</sup> June, 2016 (executed between the said Society on the one hand

and the Promoters on the other hand) read with Supplemental Redevelopment Agreement (First) dated 3<sup>rd</sup> October, 2018 and Second Supplemental Redevelopment Agreement dated 2<sup>nd</sup> September, 2021 (both executed amongst the said Society, the Members of the said Society and the Promoters) and the Allottee undertakes that he/she/they are bound by those terms and conditions and shall not raise any objections thereto at any time hereafter. Any transferee of the Allottee shall also be bound by the terms of this Agreement and the Rules, Regulations, Resolutions and Bye-laws of the said Society and the Parent Society.

13. The Promoters have represented to the Allottee as follows:-

(i) Notwithstanding anything contained in this Agreement the Allottee herein understands that the project land forms part of a larger property which is the estate of the Parent Society i.e. the i.e. the Tarun Bharat Co-operative Housing Society Limited and the leasehold rights in respect of the project land are held by the said Society i.e. the Vishwas Niketan Co-operative Housing Society Limited upon the terms and conditions contained in the hereinabove recited Deed of Sub-Lease dated 31<sup>st</sup> May, 2016, registered with the Joint Sub-Registrar of Assurances of Andheri No.6 at Bandra, under Serial No.BDR-17/4399 of 2016 and the rights of the said Society are subject to the bye-laws of the Parent Society and the resolutions passed by it from time to time. The Allottee agrees that his/her/their rights in the said Apartment under the Agreement herein, shall always be subject to the terms, conditions, rules, regulations and bye-laws of both the said Society and the Parent Society, which the Allottee has seen and has agreed to abide by, and the Allottee agrees that he/she/they shall not commit any violation thereof or any of them so as to put the right, title and interest of the Promoters in the project land and/or the right of the said Society in the said lease, in jeopardy or do any act in violation of the Rules, Regulations and Bye-laws of the said Society and/or the

Parent Society and the statutory bodies and authorities.

(ii) It is expressly clarified and understood by the Allottee that though the said Society is entitled to the leasehold rights in respect of the project land, as per the bye-laws and Resolutions passed by the Parent Society, the said Samuel S. Shinde shall continue as the Member of the Parent Society and the Parent Society's Shares shall continue to stand in his name, and the said Society shall be admitted as a nominal member of the Parent Society, upon making the necessary application and paying the entrance fees.

**n.b. Has society been admitted as nominal member?**

(iv) In case, in the future, the Parent Society resolves to demand charges from the holders of premises in the New Building to be constructed on the project land, then the Allottee herein shall be bound and liable to pay and contribute the same.

14. Within 90 days from the grant of the Full Occupancy Certificate in respect of the New Building, the Promoters shall hand over the management of the project land (after redevelopment) and the New Building to the Society from grant of the full Occupation Certificate of the New Building, provided that prior thereto:-

- (a) The accounts between the Promoters and the Allottee as well as the said Society are settled;
- (b) The said Society takes over the Administration and maintenance of the New Building from the Promoters;
- (c) There is no obstruction or hindrance or any restrictions by any direction, order, or notification by any Court of law, Government or other authorities concerned;
- (d) Sale by the Promoters of all the flats/shops/ commercial premises comprised in the Promoters' Premises and all outstanding amounts receivable under this Agreement and/or from

the other purchaser/s and acquirers of Apartments / the said Apartment and/or the said Society are paid in full satisfaction to the Promoters.

15. The Promoters shall if necessary, become member/s of the said Society in respect of their rights and benefits or in respect of the unsold flats/shops/ commercial premises and the Promoters shall be responsible for the payment of the proportionate municipal taxes in respect of such flats/shops/ commercial premises which are unsold. If the Promoters assign and dispose off such rights and benefits and flats/shops/ commercial premises at any time to anybody, the assignee, transferee and/or the purchasers thereof shall become the member/s of the said Society in respect of the said rights and benefits and flats/shops/ commercial premises. The Allottee hereby agrees and undertakes not to raise any objection or requisition to admit such assignee or transferee as the member of the said Society and the said Society and/or its present and future Members (including the Allottee herein) shall not levy any transfer fee or charges under any nomenclature upon the Promoters and/or on any of the assignees or transferees, except membership fees, share money and the said sum of Rs.25,000/- (Rupees Twenty Five Thousand only) as mentioned in clause 12(a) above.

16. On and from the date the said Society takes over the management of the New Building and the project land, the said Society shall be responsible for the day to day maintenance of the New Building and the project land and shall be responsible for bearing and paying the maintenance charges, all land/municipal property rates and taxes, charges, land revenue, cesses, assessments, common electricity, water charges and other outgoings of the New Building and structures and the project land, from contributions to be collected by it from the existing Members in respect of the Members' Premises and from payments and contributions made to the said Society by the prospective purchasers (including the Allottee herein) in respect of the Apartments /units sold by the Promoters.

Provided that after handing over the management of the New Building and the project land to the said Society as aforesaid, the Promoters shall continue to have rights and entitlement to market,

book, sell, offer to sell, allot to any person the unsold flats/shops/ commercial premises, car park spaces and other spaces and realize the consideration monies from such purchasers/allottees, without any restriction to entry to the New Building and development of common areas. Such purchasers/allottees shall be entitled to become members of the said Society, without payment of any transfer charges or administrative costs or any other cost, charge or expense except membership fees and share money.

17. It is expressly agreed that the Allottee shall, along with the other holders of premises in the New Building, be entitled to the common areas and facilities set out in the **Third Schedule** hereunder written. It is hereby clarified that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Fourth Schedule** hereunder written and alienate and dispose off the same in such manner as the Promoters think fit and proper.

18. At the time of handing over the management of the New Building, the project land and the common areas more particularly described in the **Third Schedule** hereunder written to the said Society as aforesaid, it shall be the responsibility of the Promoters to handover the necessary documents and plans to the said Society, within 30 (thirty) days from obtaining the Completion Certificate.

19. In the event any portion of the project land being required by the Adani Electricity Mumbai Ltd. / any other Electric Company, for putting up an Electric sub-station, then the said Society/the Promoters shall be entitled to give such portion to the said Electric Company or any other body for such purpose, on such terms and conditions as the Promoters shall think fit.

20. On and from the expiry of 7 (seven) days from notice in writing is given by the Promoters to the Allottee that the said 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 said Apartment) of outgoings in respect of the project land and the New Building namely local taxes, N.A. taxes, betterment charges or such other levies by the concerned local authority and Government, Development charges, insurance, and service charges/taxes (as applicable), common lights, water charges, repairs and salaries of clerks, accountants, bill collectors, liftmen, chowkidars, pump man, sweepers, costs for maintenance of various common equipments that may be installed in the New Building, expenses for maintenance and repairs of lifts, water pumps, etc., and the common areas including gutters and rain water pipes, storm water drains, water pipes and electric wires in under or upon the New Building used by the purchasers/allottees in common and the main entrances, passages, landings, lifts and staircases of the New Building and the boundary walls, compounds of the project land etc., and all other expenses necessary and incidental to the management and maintenance of the project land and the New Building.

21. Until the said Society takes over the management of the New Building and the project land, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters, and thereafter the Allottee shall pay the said outgoings to the said Society. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month towards the outgoings. Subject to the adjustment of aforesaid payments from the advances to be received under clause 22(vi) below, (i.e. regarding 12 (twelve) months charges) the Member Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the said Society takes over the management of the New Building from the Promoters as aforesaid, out of which required amounts will be utilized by the Promoters towards payment of Municipal Taxes, maintenance charges and other outgoings. On the said Society taking over the management of the New Building from the

Promoters, the aforesaid deposits (less deductions towards Municipal Taxes, maintenance charges and other outgoings and other deductions provided for in this Agreement) shall be paid over by the Promoters to the said Society. The Allottee shall pay such outgoings regularly every month in advance, by the 5<sup>th</sup> day of every English calendar month, to the Promoters and shall not withhold the same for any reason whatsoever. It is the express intention of the parties that irrespective of the fact whether the Allottee takes possession of the said Apartment or not, the Allottee, shall without any dispute or objection, pay and discharge his/her/their share of outgoings and the decision of the Promoters as regards the time, period and the proportion of the amount demanded shall be conclusive, final and binding upon the Allottee, upto the time management is handed over to the said Society.

22. The Allottee shall on demand made by the Promoters and in any event prior to taking possession of the said Apartment pay to the Promoters the following amounts, as and by way of Pre-Possession charges:-

- (i) Rs.100/- or such other amount as applicable towards membership/entrance fee of the said Society.
- (ii) Rs.500/- or such other amount as applicable towards share money.
- (iii) Rs. .... for legal costs.
- (iv) Rs. \_\_\_\_\_/- (Rupees Fifteen Thousand only) for deposit and connection of water, electric meters, proportionate cost of sub- station, cables and other utility and services (non-refundable).
- (v) Rs.25,000/- (Rupees Twenty Five Thousand only) to the said Society for admission of Allottee as member of the said Society as stated in clause 12(a) above.
- (vi) Rs. .... for proportionate share of taxes, maintenance charges, outgoings and other charges/levies in respect of the project land and the New Building [being approximately 12 (twelve) months maintenance charges, taxes and outgoings at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month].

23. The Allottee agrees and understands that if the expenses under any of the heads mentioned above are less, then the same shall be paid by the Allottee to the Promoters as and when called upon by the Promoters and in any event prior to taking possession of the said Apartment. The Allottee agrees and understands that the Promoters shall not be called upon to render any account in respect of the amounts mentioned at Serial Nos.(i), (ii) (iii) (iv) and (v) above.

24. The Allottee shall utilize the said sum of Rs. ....../- (Rupees \_\_\_\_\_ only) mentioned in Serial no.(iii) of clause 20 above for meeting all legal costs, charges and expenses.

25. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the purchasers/allottees as expendable deposit being the amount mentioned at Serial No.(vi) of clause 22 above, which the Promoters shall be entitled to utilize for the payment of the Allottee's proportionate share of taxes, maintenance charges, outgoings and other charges/levies

26. It is clearly understood and agreed that it shall not be the obligation of the Promoters to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoters have received the same from the Members of the said Society and the purchasers/holders of various flats/shops/ commercial premises and other premises in the New Building. The Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said flats/shops/commercial premises (including the said Apartment) and/or the New Building by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee herein and/or other purchasers and acquirers of flats/units/shops/ commercial premises therein and/or their failing to comply with their obligations under their respective agreements.

## 27. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The said Society has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and the Promoters have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report and the project finance availed of by the Promoters for the Project as hereafter mentioned;
- ~~iv.~~ iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- ~~iv.v.~~ iv.v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and the New Building 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, project land and the New Building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, the New Building and common areas;
- ~~v.vi.~~ v.vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

~~vi.vii.~~ The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

~~vii.viii.~~ The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

~~viii.ix.~~ At the time of handing over the management of the New Building and the project land to the said Society, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the New Building to the said Society;

~~ix.x.~~ The Promoters have 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;

~~x.xi.~~ 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 project land) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

28. The terrace above the top floor of the New Building shall belong to the said Society and its use shall be as regulated by the said Society. Neither the Allottee herein nor the said Society nor any other members of the said Society nor the prospective purchasers shall take any objection or create any hindrance or hurdles to the shop owners on the Ground floor using the otlas and/or portions of compound areas in front of their respective shops. Common toilets will be provided in portions

of the Ground floor/compound area and same will be used exclusively by the shop owners. The Allottee is aware that Resolutions shall be passed by the General Body in General Body meetings, from time to time with regard to the above matters and the Allottee confirms that he/she/they shall be bound by all such Resolutions.

29. Upon the Allottee being permitted to occupy the said Apartment, he/she/they shall have no claim against the Promoters in respect of any items or work in the said Apartment and/or the New Building which may be alleged not to have been carried out and/or completed and/or being defective and/or being not in accordance with the plans and/or specifications and/or this agreement and/or annexures hereto, and/or otherwise howsoever in relation thereto, in accordance with law.

30. The name of the Society shall continue to be “VISHWAS NIKETAN CO-OPERATIVE HOUSING SOCIETY LTD.,” however the name of the New Building to be constructed on the project land shall be **“VISHWAS NIKETAN BY VIIAAN”** and the name shall not be changed.

31. Until the management of the New Building is taken over by the said Society as hereinabove mentioned, the power and authority of the said Society or of the Allottee herein and the other members/purchasers/acquirers of units/premises in the New Building shall be subject to the overall control of the Promoters in respect of any matters concerning the New Building, the construction and completion thereto and all amenities pertaining to the same, in particular, the Promoters shall have absolute authority and control as regards to the unsold flats/shops/commercial premises and the disposal thereof.

32. The Promoters will also control the management of the New Building, realization of the outgoings and the disbursement of the payment to be made till the management of the New Building is taken over by the said Society and it is agreed that the Allottee along with other premises purchasers and acquirers will have no objection to the same.

33. Even after handing over of management to the said Society as aforesaid, the Promoters shall continue to have rights and entitlement to market, book, sell, offer to sell, allot to any person the unsold flats/units/shops/commercial premises, car park spaces and other spaces and realize the consideration monies from such purchasers/allottees, without any restriction to entry to the New Building and development of common areas.

34. After the Allottee is permitted to enter upon the said Apartment if any additions or alterations in or about or relating to the said Apartment or building are thereafter required to be carried out by the Government, Municipal or any Statutory Authority, the same shall be carried out by the Allottee in co-operation with the purchasers/acquirers and allottees of the other flats/units/shops/ commercial premises in the New Building at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid

35. The Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoters as follows :-

i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the Allottee is notified to take possession of the said Apartment and shall not do or suffer to be done anything in or to the New Building in which the said Apartment is situated, staircase or any passages, which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the New Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said 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 New Building in which the said Apartment is situated, including entrances of the New Building in

which the said Apartment is situated and in case any damage is caused to the New Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the New Building in which the said Apartment is situated or the said 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 authorities.

iv. Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor close the Verandahs or lounge or balconies nor any alteration in the elevation and outside colour scheme of the New Building in which the said Apartment is situated and shall keep the walls and portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the said Society. In case there shall be any damage to the adjoining or neighbouring flats/units or to the flats/units situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) on account of any alterations made by the Allottee in the said Apartment (whether such alterations are permitted by the Promoters and/or concerned Authorities or not) the Allottee shall at his/her/their/its own costs and expenses repair such damage (including recurrence of such damages);

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the New Building in which the said Apartment is situated or

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the New Building in which the said Apartment is situated. The Allottee shall not keep any goods or belongings outside the said Apartment or in any other part of the New Building and/or the project land;

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the New Building in which the said Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

ix. The Allottee shall not let, sublet, underlet, transfer, assign, sell, convey, gift, exchange, give on leave and licence, mortgage, charge or in any way encumber or deal with or dispose off or part with the Allottee's interest or benefit factor under this Agreement and/or in the said Apartment and/or part with possession of the said Apartment or any part thereof, until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until he/she/they/it obtain/s previous consent in writing of the Promoters to such transfer of the Allottee's interest and such transfer shall be only in favour of the transferee as may be approved by the Promoters, Provided however, that for the purpose of performing the obligations arising out of this agreement and for payment of the consideration monies in respect of the said Apartment to the Promoters, if the Allottee intends to borrow loan from any financial institution, bank and/or his/her/their employer on the security of the said Apartment, then in that case the Allottee can give the said Apartment as security by obtaining prior written consent from the Promoters. Provided that the Allottee shall not transfer or assign the benefit of this agreement

to any third party or person without the prior consent in writing of the Promoters obtained in that behalf. The Allottee shall also pay to the Promoters two percent transfer charges/fees on each transfer.

x. The Allottee shall observe and perform all the terms and conditions and covenants contained in this Agreement and all the rules and regulations, bye-laws and resolutions of the said Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and shall attend to, answer and be responsible for all actions and violations of all the terms and conditions, covenants, rules and bye-laws and shall keep the Promoters indemnified against any breach thereof by the Allottee.

xi. The Allottee agrees that his/her/its/their rights in the said Apartment under the Agreement herein, shall always be subject to the terms, conditions, rules, regulations, resolutions and bye-laws of the said Society i.e. Vishwas Niketan Co-operative Housing Society Limited, which the Allottee has/have seen and has/have agreed to abide by and the Allottee agrees that he/she/they/it shall not commit any violation thereof or of any of them so as to put the right, title and interest of the Promoters in the project land in jeopardy or do any act in violation of the Rules, Regulations, Resolutions and Bye-laws of the said Society and the statutory bodies and authorities.

xii. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the said Apartment in the New 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.

xiii. Till the completion of the Project of development in respect of the project land, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof and for the purpose of making, maintaining,

rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the New Building and also for purpose of laying down, maintaining, repairing and also for purpose of cutting off essential services including water supply to or any of the Apartments, as the case may be, shall have made default in paying his/her share of taxes, maintenance charges etc.;

xiv. The Allottee shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the New Building and/or the project land which is or may, or which in the opinion of the Promoters, is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats/premises or the neighbourhood and the Allottee shall forthwith remove the same on being called upon to do so by the Promoters/the said Society (after it takes over the management) and in the event the Allottee fails to remove the said obstruction/nuisance it may be removed by the Promoters or the said Society, as the case may be, at the costs, risk and consequences of the Allottee, provided always that the Promoters or the said Society, as the case may be, shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flats/premises of the New Building and the Allottee shall not hold the Promoters or the said Society, as the case may be, so liable.

xv. The Allottee shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the said Apartment or any part of the New Building or the project land or any part thereof nor shall he/she do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building and/or to the said Society and/or the occupants of neighboring property nor use or permit to be used the said Apartment for any illegal or immoral or unlawful purpose. The space provided for the entrance of the New Building shall be used as entrance only and the Allottee shall not use the same in any other way except for entering the New Building.

xvi. The Allottee shall not any point of time demand partition of his/her interest in the project land and/or the New Building. It is hereby agreed and declared by the Allottee that his/her interest in the said Apartment and in the New Building is impartible and it is agreed that the

Promoters shall not be liable to execute any other document in respect of the said Apartment in favour of the Allottee.

36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the project land and the New Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her upon the Allottee complying with the terms herein contained, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, compound, common areas and facilities will remain the property of the Promoters until the said Society takes over the management of the structure of the New Building and the project land but subject to the rights of the Promoters as mentioned herein.

37. (a) The Promoters hereby specifically inform and represent to the Allottee herein and the other purchasers and acquirers, that the plans of the New Building have been approved by the MCGM with deficiency in the open space in and around the New Building, Parking Deficiency and inadequate height of habitable room, inadequate maneuvering space, etc., for which premium is paid by the Promoters. The Allottee also agrees that the Allottee shall not misuse the ornamental projections, if any, of the said Buildings and neither shall the Allottee object to the development of the neighbouring plot with deficiency in open spaces, etc.,.

(b) The Promoters have disclosed the Undertakings which have been executed by them in favour of Municipal Corporation of Greater Mumbai to the Allottee and the Allottee hereby confirms that he/she/they/it is aware of the contents thereof and hereby agrees that the same is binding on the Allottee.

### 38. CREATION OF MORTGAGE OR CHARGE:

After the Promoters execute this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the

right and interest of the Allottee who has taken or agreed to take such said Apartment. Provided that the Promoters shall be at liberty to avail of project finance loan against security of the project land, borrow funds, create mortgage, encumber, sell or otherwise deal with or dispose off their right, title and interest or part thereof in the project land to any person or persons as they deem fit, however, such borrowings and dealing with shall be subject to the rights of the Allottee in respect of the said Apartment hereby agreed to be sold to the Allottee.

#### 39. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fail to appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Allottee of the Notice, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### 40. ENTIRE AGREEMENT

The Allottee hereby expressly admits that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoters and/or their agents to the Allottee and/or his/her agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee to enter into this Agreement. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the

Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, documents, brochures, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

#### 41. RIGHT TO AMEND

This Agreement or any provision hereof cannot be orally changed, terminated or waived. This Agreement may only be amended through written consent of the Parties. Any changes, amendments, alterations, modifications or additional provisions must be set forth in writing in a separate agreement duly signed by both the parties expressly recording such intention and agreement between the parties.

42. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters hereunder.

#### 43. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

44. The Allottee has confirmed and assured the Promoters that prior to entering into this Agreement he/she has read and understood the applicable law and its implications thereof in relation to the various provisions of this Agreement.

45. In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee for acquiring the said Apartment, the Promoters shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoters for the said Apartment. Further the Allottee undertakes to indemnify and hold the Promoters free and harmless from and against any or all liabilities and expenses in this connection.

46. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

48. FURTHER ASSURANCES

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.

## 49. PLACE OF EXECUTION

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

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

Name of the Promoters: **M/S.VIIAAN ADITYA ENTERRPRISES (formerly known as M/S.ADITYA ENTERPRISES)**, a partnership firm registered under the Indian Partnership Act, 1932, having its office at:

Unit No.1, Juhu Raturaj CHSL, Juhu Tara Road, Santacruz (West), Mumbai – 400 054

Notified Email ID: \_\_\_\_\_

Telephone Nos. \_\_\_\_\_

Name of Allottee: \_\_\_\_\_

Allottee's Address: \_\_\_\_\_

\_\_\_\_\_

Notified Email ID: \_\_\_\_\_

Telephone Nos. \_\_\_\_\_

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

#### 51. JOINT ALLOTTEES

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

52. Stamp Duty and Registration:- The charges towards stamp duty and Registration and all other incidental costs, charges, outgoings and expenses including penalty, if any, payable in respect of this Agreement and on any document executed in pursuance hereof shall be borne by the Promoters.

53. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the said Act, i.e. the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### 54. GOVERNING LAW

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

55. The PAN of the parties is as follows:

| Sr.No. | Name                                                                          | PAN |
|--------|-------------------------------------------------------------------------------|-----|
| 1.     | M/s. Viiaan Aditya Enterrprises<br>(formerly known as M/s.Aditya Enterprises) |     |
|        |                                                                               |     |
|        |                                                                               |     |
|        |                                                                               |     |

IN WITNESS WHEREOF the Parties hereinabove have set and subscribed their respective hands and seals to this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT Plot of land bearing Plot No.43 in the estate of the Tarun Bharat Co-operative Housing Society Limited, situated at Chakala, Andheri (East), Mumbai- 400 099 bearing Survey No. 97 Hissa Nos. 3 and 7 (parts), formerly bearing CTS Nos.155 and 246 and now bearing corresponding City Survey No. 146/25 of Village Chakala, Taluka Andheri within the Registration Sub-District of Bandra, District Mumbai Suburban, within Greater Mumbai, admeasuring 535.20 sq.yds. i.e. 447.43 sq.mtrs.or thereabouts in accordance with the Property Register Card. The said Plot is bounded as follows:-

On or towards the North : By Land bearing CTS No.146/26;  
On or towards the South : By D.P. Road bearing CTS No.146/73;  
On or towards the West : By Land bearing CTS No.247;  
On or towards the East : By 9.15 meter internal Road bearing CTS  
No.146/73.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THAT the Apartment bearing Flat/Shop/Commercial Premises No.\_\_\_\_ admeasuring \_\_\_\_ square feet carpet area on the \_\_\_\_ floor and \_\_\_\_ Car Park Space bearing No. \_\_\_\_ situated in the Stilt/stilt stack/puzzle parking/cantilever/open surface of the new building known as “VISHWAS NIKETAN BY VIIAAN” being constructed on the sub-divided Plot of land bearing Plot No.43 in the estate of the Tarun Bharat Co-operative Housing Society Limited, situated at Chakala, Andheri (East), Mumbai- 400 099 more particularly described in the First Schedule hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**COMMON AREAS AND FACILITES**

- (i) Entrance lobby and foyer of the New Building.
- (ii) Staircase of the New Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- (iii) Lifts, lift spaces, lift room, lobbies of the New Building.
- (iv) The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.
- (v) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- (vi) One number of underground Water tanks of adequate capacity with water pumps and piping connected with tanks and overhead water tanks, motors
- (vii) Gate, compound wall.
- (viii) Society office, in accordance with the permissions granted by the Municipal Authorities.
- (ix) Common Terrace above the topmost floor of the New Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

## RESTRICTED AREAS AND FACILITIES

- (i) Terraces adjacent to the units shall belong to the acquirer of such units and they shall have exclusive right to use, occupy, enjoy and possess the same.
- (ii) All areas not covered under “common areas and facilities” including open spaces, terraces, parking spaces, compound area are restricted area and facilities and the Promoters have absolute right to dispose off the same to any person/s in the manner they deem fit and proper.

SIGNED AND DELIVERED by the ]  
 within named "THE PROMOTERS" ]  
 M/S. VIIAAN ADITYA ENTERPRISES in ]  
 the presence of..... ]

### WITNESSES:

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

SIGNED AND DELIVERED by the ]  
 ]  
 within named “THE ALLOTTEE” ]  
 ]  
 MR./MRS./MS. \_\_\_\_\_ ]  
 \_\_\_\_\_ ]  
 ]

\_\_\_\_\_ ]  
 \_\_\_\_\_

in the presence of. ....

WITNESSES:

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

RECEIVED of and from the withinnamed ]

Allottee, the sum of Rs. \_\_\_\_\_/- ]

(Rupees \_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ only) in cash/by cheque/demand draft No. ]

\_\_\_\_\_ dated \_\_\_\_\_ drawn on ]

\_\_\_\_\_ Bank, \_\_\_\_\_ ]

Branch as and by way of earnest money paid by ]

him/her/them/it to us, as within mentioned.. ]Rs. \_\_\_\_\_/-

WITNESSES:

We Say Received

1. For M/s.Viiaan Aditya Enterprises

2. Partner

PROMOTERS



\*\*\*\*\*  
DATED THIS      DAY OF                      2021  
\*\*\*\*\*

B E T W E E N

M/S.VIIAAN                                      ADITYA  
ENTERRPRISES .....PROMOTERS

A N D

MR./MRS/MS. \_\_\_\_\_

..... ALLOTTEE

AGREEMENT      FOR      SALE      OF  
FLAT/SHOP/COMMERCIAL      PREMISES  
NO. \_\_\_\_\_ ON THE \_\_\_\_\_ FLOOR  
OF THE BUILDING KNOWN      AS  
“VISHWAS NIKETAN BY VIIAAN”.

M/S.MAHIMTURA & CO.(SUBURBAN)  
ADVOCATES & SOLICITORS

