AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this day	of	, 201
BETWEEN		

"M/S. VEENA REALCON PRIVATE LIMITED" Formerly known as "M/s Acme Property Developers Private Limited" (PAN AALCA4439K), having CIN No. U70102MH2012PTC228926 a company registered under the provisions of Companies Act, 1956 and an existing Company within the purview of Companies Act, 2013 having its corporate office at Shop No.1, Veena Sarang Bldg, Opp. Sachin Tendulkar Gymkhana, Saibaba Nagar Extn. Road, Borivali (West), Mumbai– 400 092 hereinafter referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors-in-interest and permitted assigns) on the ONE PART.

Indian	Inhabitant/s,	having	his/	her/	their	address	, , at

AND

, hereinafter referred to as the "ALLOTTEE/S" (which expression in case of individuals shall so far as the context admits, be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns and in case of partnership firm, partner or partners for the time being and from time to time constituting the said firm and survivor or survivors of them and the heirs, executors and administrators and permitted assigns of the last survivor in case of partnership firm and in case of incorporated bodies its successors and permitted assigns) of the OTHER PART.

WHEREAS:-

- A. The Maharashtra Housing and Area Development Board (M.H.A.D.A.) is the owner of or otherwise well and sufficiently entitled to interalia the plot of land bearing City Survey No. 58 (part) admeasuring 3067.29 Sq. Mtr. at Sahakar Nagar 3, Chembur, M ward (west) District and Sub-District of Mumbai City and Mumbai Suburban District within the limits of the Municipal Corporation of Greater Mumbai and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed and marked as 'ANNEXURE A' and thereon shown surrounded by red colour boundary line and hereinafter referred to as the "SAID PROPERTY".
- B. In the year 1962 Bombay Housing and Area Development Board now known as Maharashtra Housing and Area Development Authority (hereinafter called "MHADA")constructed housing for persons belonging to Subsidised Industrial Housing Scheme (SIHS) Income Group being 104 Tenements on the said Property all residents of the 104 tenements in total formed and registered 3 Co-operative Societies being (i) Sahakar Nagar Happy Home Co-Operative Housing Society Limited registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No.BOM/HSG./7823/82 (hereinafter referred to as the "SAID BUILDING NO. 1") (ii) Dolly Friends Co-Operative Housing Society Limited registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM /HSG./4628/1975 (hereinafter referred to as the "SAID BUILDING NO. 2") (iii) Sahakar Nagar Cool Breeze Co-Operative Housing Society Limited registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG./7744/1981 (hereinafter referred to as the "SAID BUILDING NO. **3"**), hereinafter collectively referred to as the 'SOCIETIES'.
- C. By Indenture of Lease dated 27th September, 2000 duly registered vide Registration No. PBDR 3/3074-2000; By Indenture of Lease dated 22nd November, 2001 duly registered vide Registration No. PBDR 3/8321-2001; By Indenture of Lease dated 27th November, 2001 duly registered vide Registration No. PBDR 3/8648-2001 made between MHADA and Sahakar Nagar Happy Home Co-Operative Housing Society Limited, Dolly Friends Co-Operative Housing Society Limited and Sahakar Nagar Cool Breeze Co-Operative Housing Society Limited respectively, MHADA granted the lease of the said Property on the terms and conditions mentioned therein in favour of Societies.
- D. By Deed of sale dated 27th September, 2000 duly registered vide Registration No. PBDR 3/3072-2000; By Indenture of sale dated 22nd November, 2001 duly registered vide Registration No. PBDR 3/8319-2001;By Indenture of sale dated 27th November, 2001 duly registered vide Registration No. PBDR 3/8651-2001 made between MHADA and Sahakar Nagar Happy Home Co-Operative

Housing Society Limited, Dolly Friends Co-Operative Housing Society Limited and Sahakar Nagar Cool Breeze Co-Operative Housing Society Limitedrespectively MHADA sold and conveyed the respective Buildings standing on the said property on the terms and conditions mentioned therein in favour of said Societies.

- E. In the circumstances mentioned above Societies are well and sufficiently entitled to and in absolute possession of the said property.
- F. The copies of Property card in respect of the said property are annexed hereto and marked as **ANNEXURE** "B";
- G. The buildings on the said property were constructed in or about the year 1962 as such the buildings were in dilapidated condition require immediate refurbishment upon carrying out extensive repair by incurring heavy cost and same was discussed among the Societies and accordingly it was resolved that re-development of said Buildings no. 1,2,3 will be taken up as a single project by amalgamating all buildings and jointly appointing a common developer.
- H. Pursuant to Decision of Redevelopment taken proper steps and procedures were followed by the Societies and in Special General Body held on 10th November, 2013 it was resolved that Acme Properties Developers Private Limited now known as Veena Realcon Private Limited, i.e. the Promoter shall be appointed as the developer for the common re-development of the Societies under Regulation 33 (5) read with Regulation 35(4) of the Development Control Regulations of Greater Mumbai, 1991 (DCR, 1991). Certified true copies of the resolutions passed by the Societies are annexed hereto and marked as **ANNEXURE "C"**.
- I. By an Agreement for Development dated 24th March, 2014 registered with the Sub-Registrar at Kurla under No. 1-8685-2014 made between the Societies (therein referred to as the Participating Society) of the One Part and the Promoters (therein referred to as the Developers) of the Other Part, the Societies have granted to the Promoter the development rights in respect of the said Property for construction of 1 new building consisting of 5 wings for the consideration and upon the terms and conditions mentioned therein.(hereinafter referred to as said development agreement).
- J. By virtue of above facts, the Promoters are entitled and enjoined upon to construct building on the said property as per the plans approved by concerned authority;

- K. The title of Societies to the said Property has been certified by Mahendra C. Jain, Advocate & Solicitor by his Title Certificate dated 31st October, 2013, a photocopy whereof is annexed hereto and marked as **ANNEXURE** "D".
- L. Accordingly revised Offer letter dated 10th April, 2014 as annexed in **ANNEXURE** "E" bearing no. CO/MB/RDC/NOC/F-891/439/2014 were issued by MAHDA to the Society allotting and confirming Balance Built up area on payment of premium, which was duly paid by the Promoter and also complied or cause to comply such other terms and conditions mentioned therein
- M. Thereafter by letter dated 17th June, 2014 bearing no. CO/MB/REE/NOC/F-525/667/2014 MHADA granted NOC for redevelopment of the societies on the said property as annexed in "ANNEXURE F" subject to terms and conditions mentioned therein.
- N. The Promoter propose to construct on the said Property 1 (ONE) building consisting of 5 Wings consisting of 3 level stack below Ground+ 2 level stack parking + 15 (fifteen) and/or more Upper Floors to be known as "VEENA SERENITY" (hereinafter referred to as the "said Building") as per the IOD bearing No. CE/6735/BPES/AM, dated 10.07.2014 duly revised by IOD bearing No. CE/6735/BPES/AM, dated 08/01/2015 further amended by approval letter dated 29.09.2017, Copy of which along with plans are marked and annexed as Annexure G-I , Annexure G-II and Annexure G-III respectively and the Commencement Certificate being No. CE/6735/BPES/AM dated 27/10/2014, duly revised on 30/04/2015, 01/09/2015, 23/02/2016, 16/06/2016 and 27/10/2016, copy of which is marked and annexed as Annexure H;
- O. While sanctioning the said plans for the said building, the concerned local authorities and/or government have laid down/ may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while constructing the said building and upon due observance and performance of which only, the Occupation and the Completion Certificate in respect of the said building shall be granted by the concerned local authority;
- P. The Promoters have entered into Agreement, as prescribed with "ELLORA PROJECTS CONSULATNT PVT LTD", the Architects registered with the Council of Architects and also appointed Mr. HIREN M. TANNA as Structural Designers, License holder for preparing structural designs and drawings and specifications of the said building/s and the Allotte/s accepts/accept of professional supervision of the said Architect and the said Structural Engineer or any such competent person or entity who may be substituted or replaced in their place by the Promoters till the completion of the said building;

- Q. The Allotte/s hereby agrees that Promoters are fully authorized to utilize and consume the potential of the said property i.e. F.S.I. as may be permissible according to building rules and regulations and as contemplated by said Development Agreement However, it is hereby specifically agreed that the Promoters shall have to obtain prior consent in writing from the Allotte/s in respect of such variations or modifications which may materially and adversely affect the Apartment agreed to be purchased by the Allotte/s and save and except, that no further consent of the Allotte/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.;
- R. On demand from the Allotee, the Promoters has given inspection to and made full and complete disclosures to the Allottee/s of all the documents of title relating to the said property, the plans, designs and specifications, sanctions, permissions, approvals obtained from planning authorities and prepared by the Promoter's Architect ELLORA PROJECTS CONSULATNT PVT LTD and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- S. The Allottee/s has/have duly verified the title of the said property and the rights of the Promoters to develop and construct the said buildings and after having satisfied himself/herself and itself about the same have agreed to purchase the said Apartment from the Promoters as setout hereunder.
- T. The Allotee/s has/have hereby agree/s to purchase and the Promoters hereby have agreed to sell to the Allottee/s **Apartment No. "1501"** admeasuring **53.17 sq. meters of Carpet Area equivalent to 572.32 sq. ft.** (Carpet Area as per RERA) (as defined in clause "W" herein below) on the "**Fifteen**" **Floor in Wing** "E" of the said **Building** known as "**VEENA SERENITY**" (hereinafter referred to as the "SAID BUILDING") Being constructed in the First/Second phase shown surrounded by Red Colour Boundary line (hatched in red) on the concerned floor plan, on the said property, the floor plan is annexed and marked as **ANNEXURE "A-I"** and as more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter for the sake of brevity referred to as the "SAID APARTMENT");
- U. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony 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 apartment;

V.	The Allottee/s has/have entered into this Agreement with full knowledge of all terms and conditions in the documents, papers, plans, orders, schemes, amenities etc. recited and referred to above and those contained hereinabove and those contained herein;
W.	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, the Promoters have agreed to sell to the Allotee/s and the Allottee/s agrees/agree to purchase the said Apartment at the price of Rs
	only) and on the terms and conditions
	hereinafter appearing;
X.	Prior to the execution of this Agreement, the Allottee/s has/have paid to the Promoters a sum of Rs
	consideration of the said Apartment, as Advance payment/Booking Amount (the payment and receipt whereof the Promoters do hereby admit and acknowledge) towards the Consideration and the Allotte/s has/have agreed to pay to the Promoters the balance of the said sale consideration in the manner hereinafter appearing in the operative clauses.
Y.	The PAN Numbers of the parties hereto are as follows: -
	NAME OF THE PARTY PAN NUMBER

Z. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **Mumbai Suburban No. P51800000016**;

Allottee/s:

- AA.Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment) and the garage/covered parking (if applicable)

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

- 1. The recitals contained above and the annexures and schedules herein shall form an integral part of the operative clauses of these presents.
- 2. (a) The Promoters shall construct or cause to be constructed the said building/s consisting of 3 level stack below Ground + 2 level stack parking + 15 Upper Floors on the said property as mentioned in the First Schedule hereunder written (hereinafter referred to as the "said Building") in accordance with the plan sanctioned and which may be sanctioned from time to time and same have been inspected and approved by the Allottee/s However, it is hereby specifically agreed that the Promoters shall have to obtain prior consent in writing from the Allotte/s in respect of such variations or modifications which may materially and adversely affect the Apartment agreed to be purchased by the Allotte/s and save and except, that no further consent of the Allotte/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.

(i) The Al.	lotee/s	hereby a	igrees/a	igree to	puro	chase	from	the Pro	omoters
	and the I	Promote	ers hereb	y agree	to sell t	o the	Allot	tee/s	the Ap a	artment
	No. "		_″ adme	asuring		sc	ą. me	ters o	f Carp	et Area
	equivale	nt to _		sq. ft.	(Carpe	et Are	ea as	per 1	RERA)	on the
	<i>"</i>		Floor in	Wing		of	the E	Buildi	ng kno	own as
	"VEENA	SER	ENITY"	(herei	nafter	refer	red	to as	s the	"SAID
	BUILDIN	VG") as	shown	surrou	nded b	y Re	d Co	lour	Bounda	ary line
	(hatched	in red)	on the c	oncerne	d floor	plan,	the f	loor p	lan is a	nnexed
	and mar	ked as A	Annexure	A- I (h	ereinaf	ter for	brev	ity's s	ake ref	erred to
	as the '	'SAID	APARTN	MENT")	at or	for	the 1	ump	sum p	orice of
	Rs				/-(Rupe	ees _				
						only)		inclu	ıding	the
	proporti	onate p	rice of th	e comm	non area	as and	d faci	lities a	appurte	enant to
	the prem	nises, th	e nature,	extent	and de	escript	tion o	of the	commo	n areas
	and facil	ities wh	ich are m	ore par	ticularl	y set o	out in	Anne	exure G	hereto.

2(a)(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. NIL situated at NIL Basement and/or stilt and /or NIL podium being constructed in the layout for the consideration of Rs. NIL/-.

, ,	00 0	leration amount for the apartment the spartment of the sp	_
		only)	
	-	r before execution of this agreeme	
(not exc commend and here	eeding 10% of tement of the RERA	the total consideration/0.015% A, 2016) as advance payment or ap y to that Promoter the balance	before the plication fee
		only) in the following	manner:
1. Rs	/-	(Rupees Completion of Plinth;	Only) On
2. Rs	/-	(Rupees Completion of 2 nd Slab;	Only) On
3. Rs	/-	(Rupees Completion of 4 th Slab;	Only) On
4. Rs	/-	(Rupees Completion of 6 th Slab;	_ Only) On
5. Rs	/-	(Rupees Completion of 8 th slab;	_ Only) On
6. Rs	/-	(Rupees Completion of 10 th slab;	_ Only) On
7. Rs	/-	(Rupees Completion of 12 th slab;	_ Only) On
8. Rs	/-	(Rupees Completion of 14 th slab;	Only) On
9. Rs	/-	(Rupees Completion of 16 th slab;	_ Only) On
10. Rs	/-	(Rupees On Completion of flooring;	Only)
11. Rs	/-	(Rupees Completion of Sanitary Worl	
12. Rs	/-	(Rupees	

Within 15 (fifteen) days from the date of intimation by the Promoters to the Allotte/s that the said Apartment is ready for Possession, which is/shall be payable by the Allotte/s to the Promoters by way of Pay Order/ Demand Draft Only to be made in the name of "M/S VEENA REALCON PVT. LTD." formely known as "M.S ACME PROPERTY DEVELOPERS PVT. LTD;

- 2(d) The Consideration above excludes/includes all kinds of taxes and statutory charges viz. Goods and Service tax (GST), various kinds of cess, Stamp duty charges, registration charges or such other taxes/charges as may be applicable in respect of the said Apartment and to these presents during the tenure of the project i.e construction of said Building and up to handing over of the said Building to the respective Society that may be formed in future (hereinafter referred to as "Statutory charges and taxes")and accordingly the Allottee/s shall be solely and absolutely liable to make the payment of said Statutory charges and taxes incidental thereof without holding the Promoters in any manner responsible during the tenure of the project as aforesaid. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes the same shall be payable by the Allottee/s the Promoters forthwith on demand and the Promoters shall not be responsible for the same. The Allottee/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law by the Allottee/s and further the Allottee/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee/s in payment of said Statutory charges and taxes.
- 2(e) The Consideration escalation-free, is 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 Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities Promoter shall enclose notification/order/rule/regulation published/issued in that behalf to that

- effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 2(f) The Promoters shall be entitled to and shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the consideration from the Allottee/s as and when the same falls due as per Clause 2(c),2(d) and 2(e) above such installments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoters that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. In respect of the payment of each amounts under these presents or installments paid by the Allottee/s, the Promoters will pass separate receipt. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract. Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee/s agrees and shall be liable to pay to the Promoter, interest as specified in the Rule i.e Highest Marginal cost of Fund of SBI plus 2% PA or at therate as may be applicable from time to time, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.
- **2(g)** The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3. (a) If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said Apartment then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Apartment to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoters only i.e. in favour of "Veena Realcon Pvt. Ltd. RBL Bank A/c No.409000308930" and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or

installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment /default in payment shall be followed

- 3(b) Without prejudice to the right of Promoters to charge interest in terms of sub clause 2(f) above, on the Allottee/s committing defaults i.e On receipt of demand letter as mentioned above followed by 2(Two) reminders for payment of amounts under these presents and /or instalments including said Statutory charges and taxes, the Promoters shall at his own option, may terminate this Agreement, Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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. However upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s within a period of thirty days of the termination, the instalments of consideration of the said Apartment which may till then have been paid by the Allottee/s to the Promoters subject to _____ % of amount paid to be forfeited and after providing for adjustment and recovery of liquidated damages or any other amount which may be payable to Promoters subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such Termination or any other amount which may be payable to Promoter;
- 3(c) The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Apartment and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However if Allottee/s had seek loan from any financial institutions/banks etc., against the security of the said Apartment after prior consent/approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the

Promoters towards the consideration amount) with the Promoters towards the said Apartment and to that extent, so as to clear the mortgage debt.

- 4. The Allottee agrees with promoters that he/she/they shall not sell/dispose of the said Apartment till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 10 (ten working days) from the receipt of such request;
- 5. The Promoters shall confirm the final carpet area that has been allotted to the after the construction of the Building is complete and the Allottee/s 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 Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in clause 2(f), from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s which shall be payable within forty-five days with annual interest at the rate specified in clause 2(f), from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.
- 6. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 7. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c), 2(d) and 2 (e) herein above. (hereinafter referred to as "Payment Plan").
- 8. The Co-operative Society of the said Building/Wing shall incorporate the name "VEENA SERENITY" in its name and that name will not be changed

under any circumstances without obtaining written permission of the Promoters.

- 9. Furthermore, the Allottee/s undertakes/undertake and declares/declare and grants/grant his/her/their irrevocable consent for the said name mentioned above and accordingly agrees/agree to vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed Society and/or Association and Federation for the reservation of name for the proposed Society and/or Association and the said proposed Society or Association or Federation, as the case may be, shall adopt and accept the name as stated above for the said Society and/or Association or Federation. The Allottee/s shall also not alter the name of the scheme or the name of the Building/s in which the said Apartment of the Allottee/s is/are situated. The said Building/s shall hereafter be permanently known as "VEENA SERENITY".
- 10. The Promoter hereby declares that the FSI as on date in respect of the said property is 17127 Sq. mtr. Only and Promoter plans to utilize F.S.I of _____Sq. mtrs. further the Allotte/s of the Apartment/premises shall be entitled only to F.S.I. consumed in construction of the said Apartment purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said property, building/s, etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned, shall be subject interalia to the aforesaid reservation;
- 11. It is hereby expressly agreed that with respect to the water supply to the said building/s, the responsibility of the Promoters shall be restricted only to the extent of providing the water connections to the building/s as per the norms set by the Municipal Corporation of Greater Mumbai or concerned authorities. Thereafter, if there is any shortage in water supply for any reason, whatsoever the Promoters shall not be responsible for the same.
- 12. It is hereby expressly agreed that, the Promoters shall be entitled to sell the premises in the said building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for commercial use, consulting rooms, banks, community halls or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly, the other Allottee/s and/or Society shall not object to the use of the

other premises in the said building for the aforesaid purposes by the respective Allottee/s thereof.

- 13. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'I', annexed hereto.
- 14. The Promoter shall give possession of the Apartment to the Allottee/s on or before 1st day of December, 2020. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 2(f) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of
 - i. war, civil commotion or act of God;
 - ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - iii. Non-availability of steel, cement, other building materials, water, electric supply, etc.

If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in as specified in the Rule i.e Marginal cost of Funding of SBI plus 2% PA, on all the amounts paid by the Allottee, for delay till the handing over of the possession.

15. If the Promoters fails to abide by the time schedule for completing the said Building and handing over the said Apartment to the Allottee/s due to any other reason not eligible for grant of extension as mentioned in clause 14 herein above, then in that case Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in as specified in the Rule i.e Highest Marginal cost of Funding of SBI plus 2% PA or such other rates as may be applicable from time to time, on all the amounts paid by the Allottee/s, for delay till the handing over of the possession.

16. PROCEDURE FOR TAKING POSSESSION:

- i) The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the payment plan under this agreement shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within maximum 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- ii) The Allottee/s agree(s) to pay the maintenance charges as more specifically mentioned in clause 21, GST or any other tax as applicable will be collected separately.
- iii) The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- iv) Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 16(i), the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 16(ii) such Allottee shall continue to be liable to pay maintenance charges as applicable.
- v) If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- vi) The aforesaid warranty given by the Promoter is applicable only if after occupying the apartment the allottee shall maintain the apartment in the same condition as it was handed over to him by the promoter. In case the allottee makes any changes of whatsoever nature including shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with

or without the permission of the competent authority and/or society or association/company. Further, cases including where the allottee (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the allottee shall not be entitled to invoke the aforesaid warranty given by the promoter.

- 17. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 18. The Promoters shall be entitled to sell the Apartment and/or any other premises/spaces in the said Building/s for any use, subject to the permission of the concerned authority, if any required and the Allottee/s, subject to above, hereby gives/give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Apartment and/or any other premises/spaces in the said Building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for any type of commercial user, consulting rooms, banks, community halls, stalls, banquet halls, restaurants or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said Shop/Apartment to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Apartment and/or any other premises/spaces in the said Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the said Apartment without the prior written permission of the Promoters and the concerned local authorities.
- 19. The Allottee along with other Allottee/(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known as Veena Serenity CHS by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization

of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 20. i) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - ii) On the vesting of the management and the administration of the said Building/s in the Society or upon the Allotees/s of the Apartment in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagarparishad Taxes, Water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.
 - iii) The Allotte/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allotte/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allotte/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allotte/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof
- 21. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of

namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional Rs. /-(Rupees only) lumpsum (hereinafter referred to as Maintenance charges) GST or any other tax as applicable will be collected separately. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. 22. 1.The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts: Rs._____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. ____/- for formation and registration of the Society or ii. Limited Company/Federation/ Apex body. _/- for proportionate share of taxes and other iii. respect of the Society Limited charges/levies in Company/Federation/ Apex body _____/- plus GST as applicable to iv. The Allottee shall pay Rs____ Promoter as reimbursable cost which is paid by the Promoter on behalf of Allottee. _____/- For Deposit towards Water, Electric, and other utility v. and services connection charges & vi. _/- for deposits of electrical receiving and Sub Station provided in Layout.

the Apartment) of outgoings in respect of the project land and Building/s

- 22.2. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 22.3. The Promoters are authorized by the Allotte/s on his/her/their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers for transfer of the said Building/s and /or portion thereof, to the said Co-operative Society and/or Association or Federation and such costs and costs of transfer are to be borne and paid wholly by the Allotte/s and other acquires of shops proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allotte/s and other acquires of Apartment. Incase if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allotte/s.
- 22.4. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

23. <u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:</u>

- I. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- II. The Promoter has 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 or under online uploading of registration of project or under this agreement;
- IV. There are no litigations pending before any Court of law with respect to the project land or Project except (i) Suit No. 460 of 2014 filed before the Hon'ble High Court, Bombay, by one M/s. Heritage Lifestyles and Developers Ltd, as Plaintiff, against M/s. Sahakar Nagar Cool Breeze CHS. Ltd., & 36 Others, as Defendants, for reliefs / prayers mentioned therein (ii) S.C. 1935 of 2015 filed before City Civil Court, Bombay by one Mr. Ramesh Ramdas Mokal as Plaintiff against M/s veena developers as Defendant, for reliefs / prayers mentioned therein. (iii) Compliant Case no. CC/16/1188 filed before State Redressal Commision Maharashtra, Mumbai by one Mr. Santosh Dhondiram Pawar as Complainant against Veena realcon private limited as opposite party for reliefs / prayers mentioned therein.
- V. All approvals, licenses and permits issued by the competent authorities with respect to the said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- VII. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - IX. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter as mentioned herein above shall

- handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- X. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities subject to terms and conditions mentioned herein;
- 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 said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 24. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
 - I. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - II. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - III. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to

be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- IV. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 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 building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- VI. The Allottee has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Society / MHADA / Promoters to the said property, and redevelopment of the said Allotte/s more particularly described in the First Schedule hereunder written, and has/have accepted the Certificate of Title issued by Mahendra C Jain, dated 31st October, 2013, which is annexed herewith and which has been perused by the Allotte/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter
- VII. 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 building in which the Apartment is situated.
- VIII. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- IX. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- X. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- XI. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- XII. Till an indenture of Lease/assignment or such other vesting document of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- XIII. Till an indenture of Lease/assignment or such other vesting document of land/said property on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
 - XIV. It is hereby expressly agreed that, the Promoters shall be entitled to sell the Apartments/commercial premises in the said building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for commercial use, consulting rooms, banks, community halls or any non residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be

entitled to use the said Apartments/commercial premises agreed to be purchased by him/her/them accordingly and similarly, the other Allottee/s and/or Society shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective Allottee/s thereof.

- XV. An Allottee hereby agrees and confirms that Not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the building/s or Wing/s.
- XVI. The Allottee/s is/are aware that the building plans are sanctioned by the Municipal Corporation of Greater Mumbai and as such FSI, that may be consumed while constructing building/s on the said Property may be in proportion to the FSI consumed thereon, so also some of the common amenities like gutter, sewerage, electric cables, gardens, roads, open parking spaces etc., are commonly provided for all buildings constructed or to be constructed on the said Property and that the Promoters cannot sub-divide the Said property. The Purchaser/s shall not insist upon, nor the Promoters shall be liable and/or responsible to obtain sub-division in respect of the said said Property.
- XVII. Allottee/s state, declare, agrees, confirm that they are aware that recreational garden provided is common between the all constructed building on the Said Property and same shall be maintained in common by all society's that may be formed within the said Property proportionately
- XVIII. Allottee/s state, declare, agrees, confirm that he/they have taken inspection of sanctioned plans and accordingly is aware of the fact that parking spaces available in layout is to be allotted to flat purchasers who requested to which Allottee/s shall not object nor interfere with further Promoter shall be at Liberty to allot as they may deem fit and proper or as per their policies (for proper management of parking spaces), which Allottee/s is/are aware of and have agreed and consented
 - XIX. The consideration amount is agreed and accepted by both the parties after considering the current market situation and the benefits available to the promoter in terms of any credits, set offs, concessions, rebates, incentives available to the promoter under any direct or indirect tax laws. The buyer agrees that he will not claim

- any further concession/discount/rebate/incentive on the agreed price under any circumstances.
- XX. The Allottee hereby agrees and confirms The stilts and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the Promoters and all benefits thereof, will belong to the Promoters and the Promoters shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the Promoters may deem fit and the Promoters shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. therefrom up to registration of the Federation/apex body of the Societies or Limited Company
- XXI. Allottee/s hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Apartment. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be held responsible for the same and complained of deficiency of the service.
- 25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 26. It is hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Apartment. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be held responsible for the same and complained of deficiency of the service. The Allotte/s are fully aware that the said property

and the said layout and other area in the vicinity as per prevailing condition and ground reality do face problem of shortage and shortfall of water supply and also electric supply and load shedding. The Promoters at no point of time will be called upon to make any minimum supply of water and power and the same would be available as made and provided by the authorities.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body transferred to the Apex Body /Federation as hereinbefore mentioned.

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

29. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, 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.

30. **ENTIRE 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, arrangements whether written or oral, if any, between the Parties in regard to the said apartment / building, as the case may be.

31. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

32. <u>PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:</u>

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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

33. **SEVERABILITY:**

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

34. <u>METHOD OF CALCULATION OF PROPORTIONATE SHARE</u> 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 Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

35. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably

required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and same shall be subject to terms and conditions mentioned herein.

36. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

- 37. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 38. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:

Allottee's Address:

Notified Email ID:

Promoter's Name: "M/S. VEENA REALCON PRIVATE LIMITED"

Formerly known as "M/s Acme Property Developers

Private Limited"

Promoter's Address: Shop No.1, Veena Sarang, Opp. Sachin Tendulkar

Gymkhana, Saibaba Nagar Extn. Road, Borivali

(West), Mumbai- 400 092

Notified Email ID: veenaserenity@veenadevelopers.com

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

40. **JOINT ALLOTTEES:**

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

41. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

42. **DISPUTE RESOLUTION:**

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

43. **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 competent courts of Vasai jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO AS SAID PROPERTY:

ALL THAT piece or parcel of land bearing Survey No. 14 and city survey Nos. 58 (part) lying underneath and appurtenant to the (i) Building No. 1 i.e. Sahakar Nagar Happy Home Co-Operative Housing Society Limited(ii) Building No. 2 i.e. Dolly Friends Co-Operative Housing Society Limited(iii) Building No. 3 i.e. Sahakar Nagar Cool Breeze Co-Operative Housing Society Limited admeasuring in aggregate 3067.29 Sq. Mtrs as per physical survey situated at Sahakar Nagar 3, Chembur, M ward (west) District and Sub-District of Mumbai City and Mumbai Suburban District within the limits of the Municipal Corporation of Greater Mumbai and bounded as follows that is to say;

On or towards the North by : Samaj Mandir Hall
On or towards the South by : 7.0 mtr. D. P. Road

On or towards the East by : MHADA Structure & High Tension Line

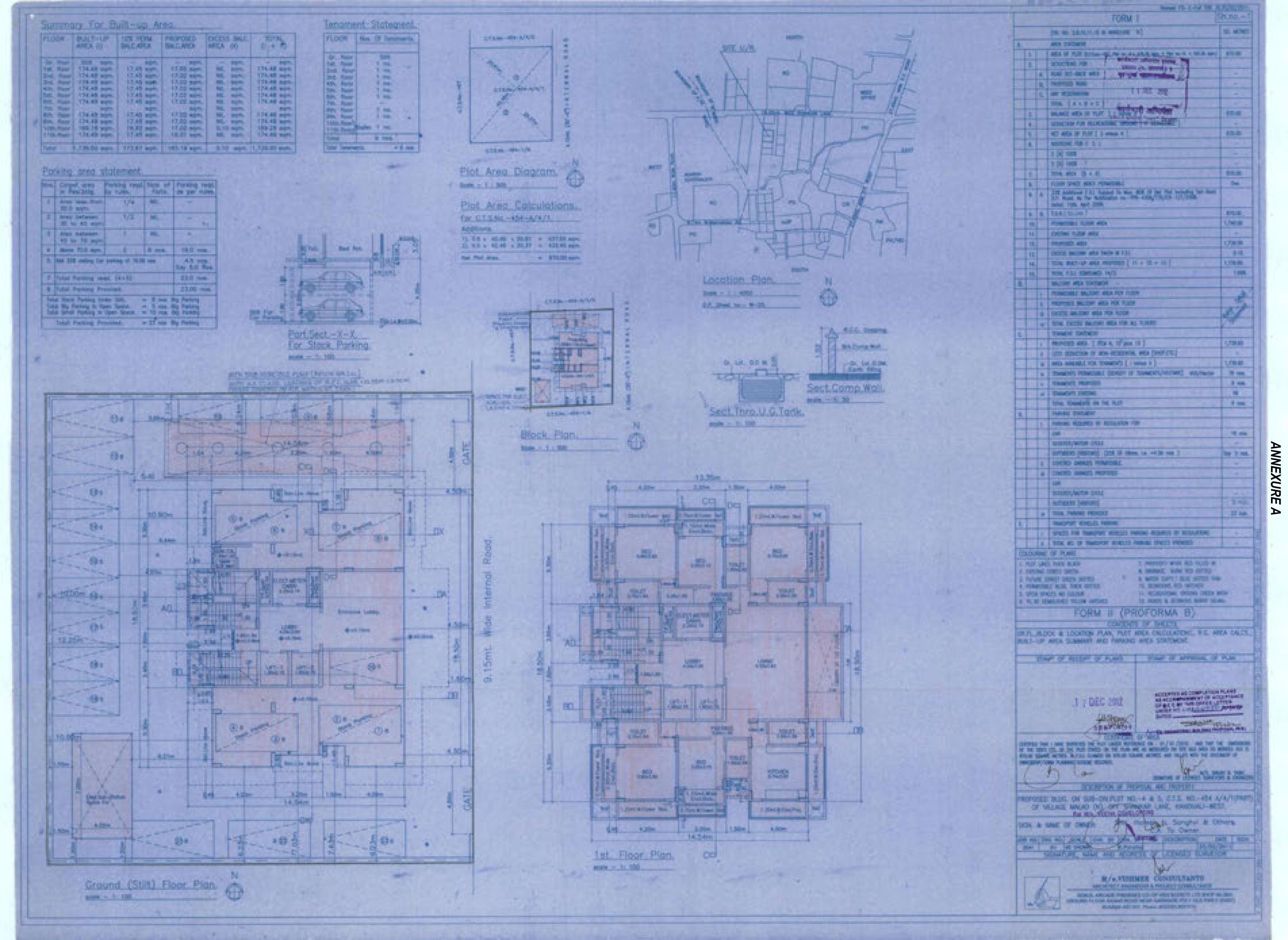
On or towards the West by : 12.00 mtr. D. P. Road

THE SECOND SCHEDULE ABOVE REFERRED TO

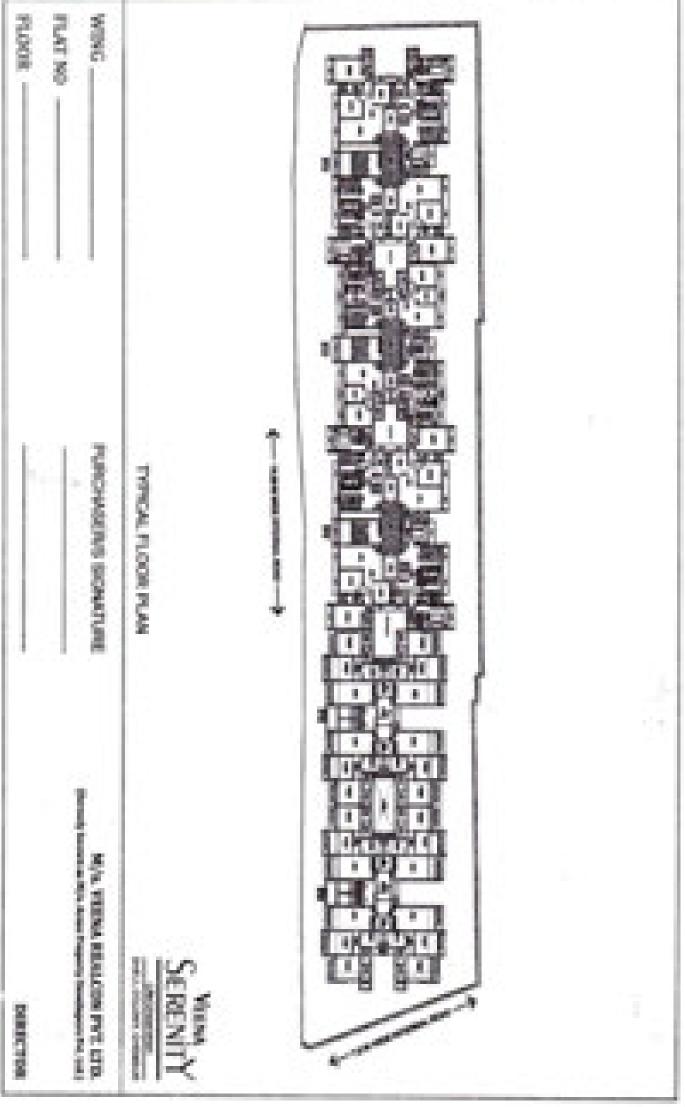
Apartment No. "" admeasuring RERA) on the "" Floor in Wing "" "VEENA SERENITY", constructed on the particular Schedule hereunder, lying, being and situated Chembur, M ward (west) District and Sub-District Suburban District within the limits of the M Mumbai.	of the said building known as property mentioned in the First ed at Village - Sahakar Nagar 3, trict of Mumbai City and Mumbai
PAN No. of Allotte/s	:
PAN No. of Allotte/s	:
IN WITNESS WHEREOF parties hereinabove hands and signed this Agreement for sale at (M witness, signing as such on the day first above witness).	umbai) in the presence of attesting
SIGNED AND DELIVERED BY THE)
withinnamed "PROMOTERS") M/s. VEENA REALCON PVT. LTD.
M/s. Veena Realcon Pvt. Ltd.) (formely known as M/s. Acme
(formely known as M/s Acme Property) Property Developers Pvt. Ltd)
Developers Pvt. Ltd.))
through its Director)
Mr. Haresh N. Sanghavi) DIRECTOR
Or)
Mr. Nikunj H. Sanghavi)
In the presence of)
1.)
2.)
SIGNED AND DELIVERED BY THE)
withinnamed "ALLOTTEE/S")
)
In the presence of	
1.	
2.	

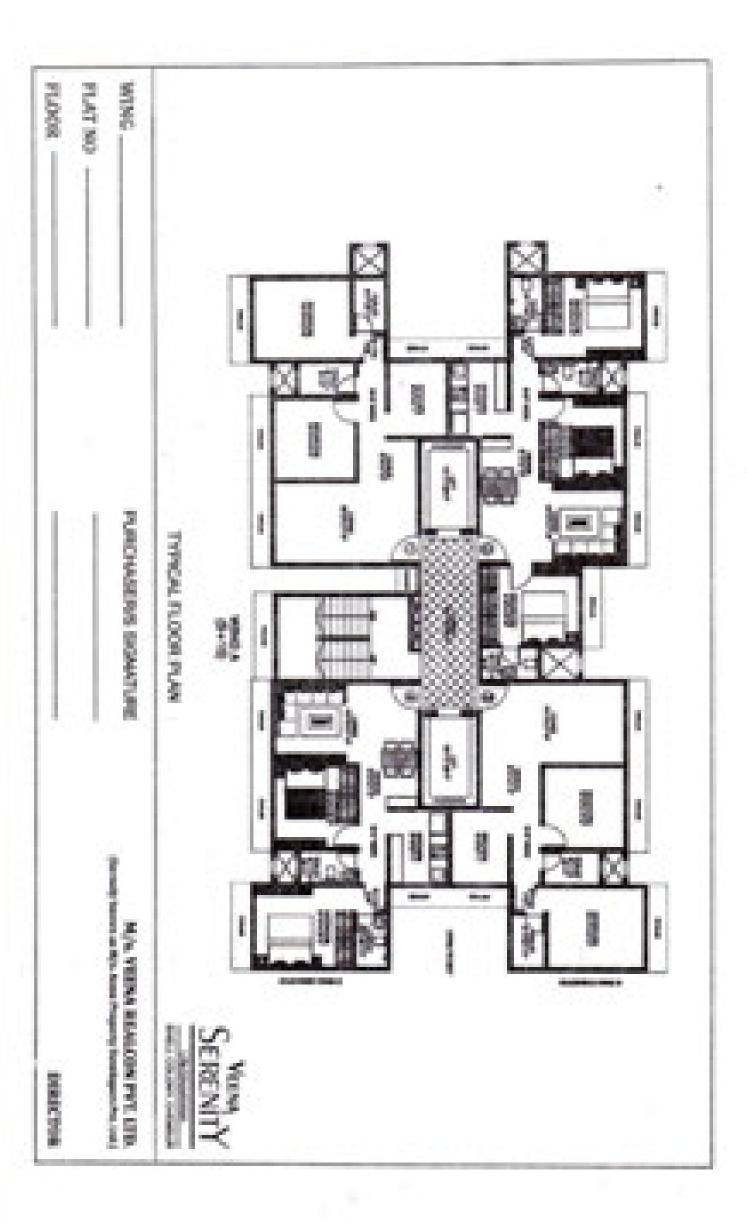
RECEIPT

DIRECTOR

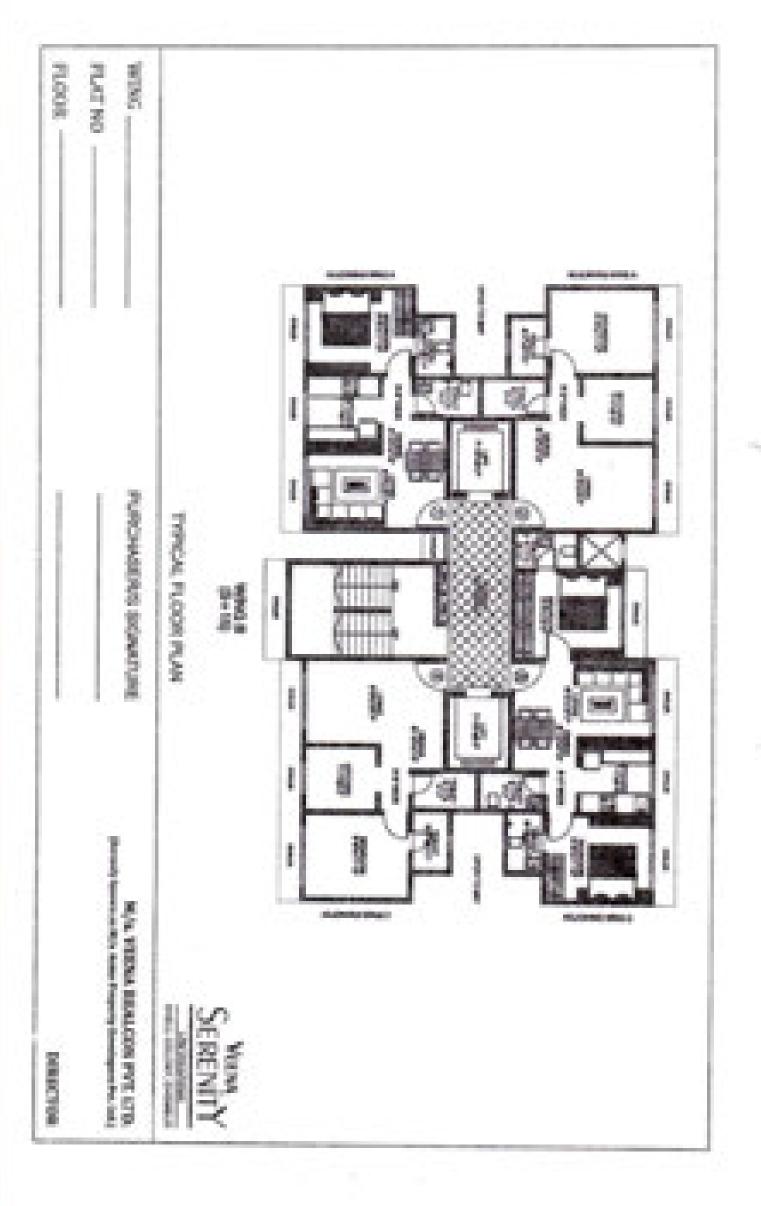


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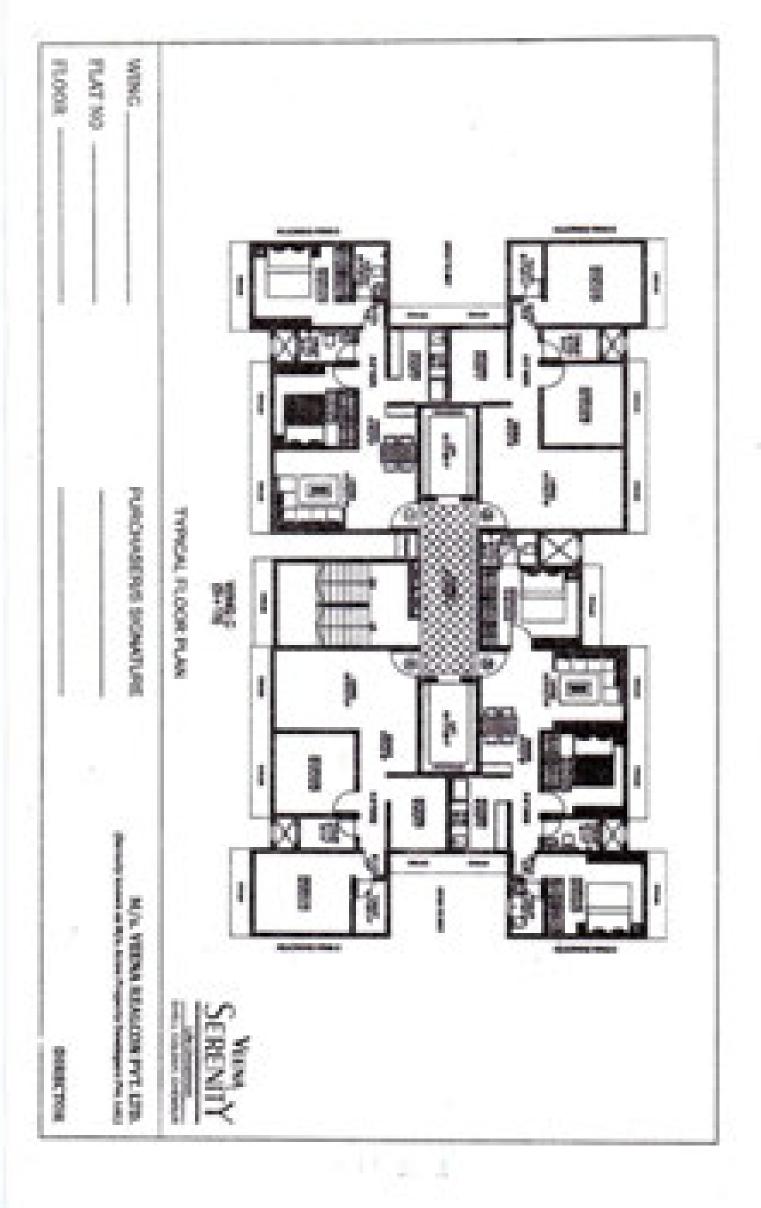


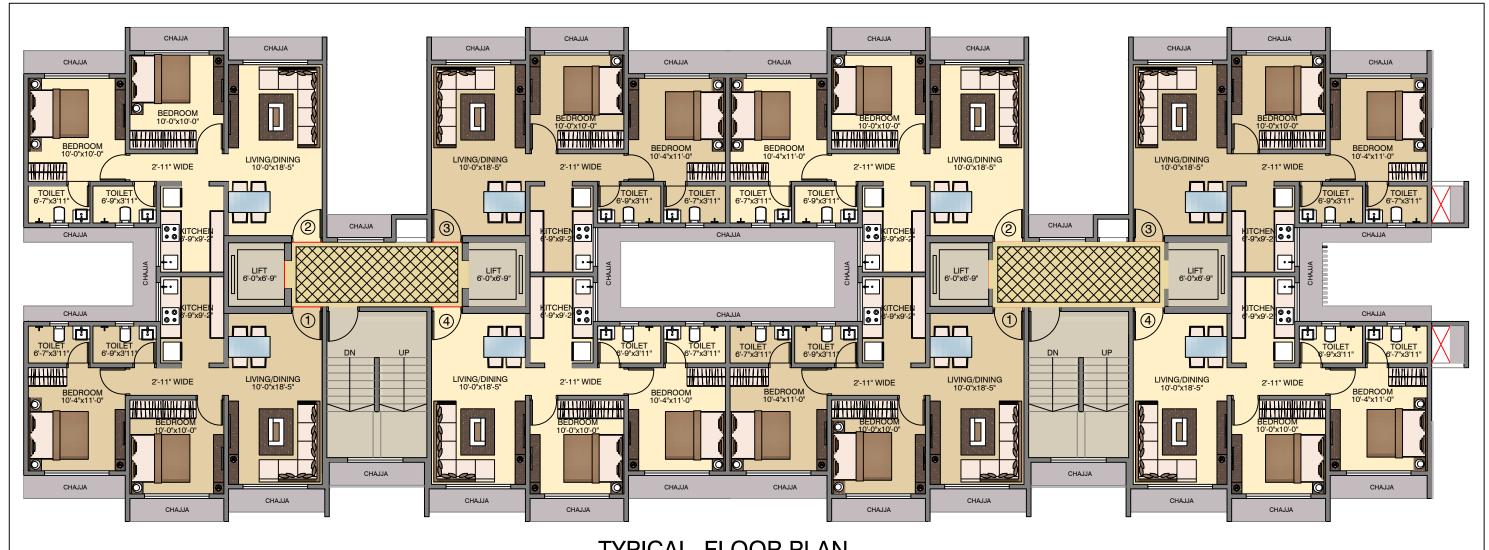


VANNEXOBE VI



YNNEXNBE YI





TYPICAL FLOOR PLAN WING DE

WING :-	PURCHASER SIGNATURE	FOR VEENA REALCON PVT. LTD.
FLAT NO :-		
FLOOR :-		DIRECTOR