

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this ____ day of -----, Two Thousand and Twenty-Five,

BETWEEN

M/S. VARDHAMAN INFRA REALTY PRIVATE LIMITED, a Limited company registered under the provisions of Indian Companies Act, 1956 and holding Permanent Account No. (PAN) AAKCV2744D and having its registered office at Office No. 802, East Point, 90 feet road, Ghatkopar East, Mumbai: 400075., through its designated Managing Director, **Mr. Sahil Bipin Mehta**, hereinafter called “DEVELOPER/PROMOTER” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Directors or Director for the time being of the said firm the survivor/s of them and the heirs, executors and administrators of the last surviving Directors and their/his/her assigns) of the ONE PART:

AND

MR/MRS/M/S. ----- (PAN No. -----) and
MR/MRS/M/S. ----- (PAN No. -----)
Indian Inhabitant/s, having their residence/office at -----
----- hereinafter called
“ALLOTTEE(S)/PURCHASER(S)” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs executors, administrators and assigns) of the OTHER PART;

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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CHAPTER -1

DEFINITIONS :-

For the purposes of this Agreement, the following expressions shall have the meanings assigned to them as below:

- a) **PRESENT AGREEMENT** shall mean and include present Agreement For Sale and clarifications, amendments duly and specifically agreed, in writing, by and between the Parties.
- b) **CONCERNED RULES & LAW** means all Bye-Laws, MCS ACT, 1960, MCS RULE 1961, CPC, RERA, MOFA, MMC Act, 1888 notifications, guidelines, all other laws of the land.
- c) **APPROVALS** means all approvals, NOC from Financial Institutions, permissions, consents, licenses, exemptions, letters of intent (LOIs), intimation of approvals, intimation of disapprovals, commencement certificates, occupation certificates, building completion certificate, sanctions of building plans (and any amendments thereto), etc.
- d) **AMENITIES** shall mean the amenities as agreed between the Parties hereto and as listed in *Fourth and Fifth Schedule* and any such other amenities which may get amended as per the clarification by parties.
- e) **RERA Carpet area** defines the Carpet Area as defined under the act of MAHA RERA.
- f) **MOFA Carpet area** defines the Carpet Area as defined under the act of MOFA.
- g) **Sale Component** shall mean and include the saleable Flat/area, car parking spaces available to the Developer in the New Building/s for sale/allotment to the prospective Purchaser/s, after providing for the Members' Area (*as defined herein*), for sale/allotment to the prospective Purchaser/s; and that same shall not include the said land, common areas and amenities in New Building;
- h) **Cost for Development** shall mean all the costs and expenses to be incurred by the Developer for carrying out the development of the new building or part thereof including costs, deposits, premiums and expenses of whatsoever nature to be incurred by the Developer for the planning, approval, construction, completion and handing over the New Building/s

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(as defined hereunder) to the Members of the Society and the prospective Purchaser(s) (as defined hereunder) subject to the terms hereby envisaged;

- i) **Existing Members** shall mean the 14 (Fourteen) members who are presently owners of their existing respective flats/existing premises in the Society being members holding residential Flats in the Existing Building;
- j) **“Force Majeure”** Any of the following events shall be deemed to constitute a force majeure event leading to a cessation of construction on the Property as envisioned herein: acts of God, acts of civil or military authority, governmental actions or restrictions, war, invasion, embargo, rebellion, revolution, insurrection, terrorism, riot, fire, earthquake, lightning, storm, typhoon, flood, cyclone, tsunami, hurricane, epidemic, famine, or a significant alteration in the policy of the Municipal Corporation and/or any similar event beyond the control of the affected Party, including judgments or orders from any court or authority that directly impact the performance of this Agreement.
- k) **"Member’s Area"** shall mean and include 14 residential Flats in the New Building/s and 14 Car Parking Spaces on the podium as surface parking.
- l) **"New Building"** shall mean a New Building/s to be constructed by the Developer on the said land comprising of Ground + 3 Podium + 7 upper Floors;
- m) **"Notice"** shall mean a notice in handwritten, typed or printed characters delivered personally to any or all of the authorized representatives and delivered at the registered address or at the current address;
- n) **"Project Architect"** shall mean such architect as may be appointed from time to time by the Developer at its own costs, charges, expenses etc. for preparation and approval of the plans and to advice on the planning and supervision of the development of the Property;
- o) **"Allottee/s Purchaser/s"** - shall mean party of ‘Second Part’ in the present agreement include an individual, a partnership firm, a limited company, corporate body, a private and/or public trust and/or any other person with whom the Developer have entered and execute Agreements For Sale/Sale Deed for any Sale Component or any part thereof as per provision of RERA.

CHAPTER -2

BRIEF HISTORY : -

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WHEREAS

- a) Pursuant to an Indenture of Lease executed on the 29th day of April, 1974 duly registered vide Document No. S-2117 of 1974 on the 18th day of June, 1974 with the Sub-Registrar of Assurances, Mumbai, between Gordhandas Shivchandra, hereinafter referred to as "The Lessor" of the one part, and M/s. Chandrakant and Co., hereinafter referred to as "The Lessee," of the other part, it is hereby acknowledged that "The Lessor" did transfer by the way of lease unto "The Lessee" a parcel of land measuring approximately 677.00 square meters, captioned as Plot No. 27, Survey No. 249, House No. 4 (Part), and C.T.S. No. 195/28, situated at Ghatkopar East, Mumbai 400077. ('Said Plot'), the said Gordhandas Shivchandra granted unto M/s. Chadrakant and Co. the lease in respect of the said Plot on such terms as more particularly stated therein; The Lessee constructed a structure in the form of Residential building consisting of a ground plus four upper floors on the said Plot known as 'Mahavir Kutir' (hereinafter referred to as the 'Old Building'). The Old Building is assessed to under the Municipal Taxes by the Municipal Corporation of Greater Mumbai ('MCGM') under 'N' Ward.
- b) By virtue of an Order bearing Ref. No. Mumbai/DDR-2/Housing/Deemed Conveyance/3648/2021 dated 2nd December, 2021 passed by Hon'ble District Deputy Registrar of Co-operative Societies (2) East Suburb, Mumbai in the Application No. 98 of 2021 filed by 'The Society' against Gordhandas Shivchandra "The Lessor" and M/s. Chandrakant & Co. "The Lessee" for Unilateral Deemed Conveyance and further by virtue of execution of Deed of Assignment dated 31st May, 2022 duly registered at the Sub-Registrar of Assurances at Kurla-1 under Sr. no. KRL3-9695 -2022 dated 31st May 2022, all that piece and parcel of land admeasuring about 677.00 sq. mtrs. or thereabouts (as per Conveyance Deed) ('**said Land**') bearing Plot no. 27 of Garodia Nagar Scheme, Survey no. 249, Hissa no. 4 (part) and bearing CTS No. 195/28 situated at Garodia Nagar, Ghatkopar (East), Mumbai-400077 with the building standing thereon and known as

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“Mahavir Kutir” (“**Old Building**”). For the sake of brevity, the “said Land” and the “Old Building” shall hereinafter collectively refer to as the “**said Property**” and is more particularly described in the First Schedule hereunder written is assigned in favor of the Society in such manner as more particularly stated therein.

- c) The “Old Building” i.e. "Mahavir Kutir" comprises of only one building with a structure of Ground Floor Plus Four Upper Floors, encompassing a total of fourteen (14) residential flats (hereinafter referred to as "Existing Flats"). The building is currently occupied by Fourteen Members of the Society (Hereinafter referred to as the ‘Existing Members’ further ‘Existing Members registered a society namely, ‘The Garodia Nagar Mahavir Kutir Co-operative Housing Society Ltd.’ before the Deputy Registrar of Co-operative Societies ‘N’ Ward vide Registration no. BOM/HSG/5220/1977 (hereinafter referred to as the ‘Society’ furthermore each member of the ‘Society’ by virtue of holding respective shares in further “Existing Member” has rights of "Ownership basis" of the respective Flat, Each member is entitled to hold, occupy, and use the allocated flat, subject to the bye-laws of "Society."
- d) The “Old Building” belonging to the “Society” standing on the “Said land” is now in dilapidated condition and the authority of MCGM have classified under C1 category after examining “Old Building”, Given the prohibitive reason of repairing the existing building and considering its current condition, it is deemed both appropriate and feasible to undertake the reconstruction of the “Old Building” as per the prevailing Development Control and Promotion Regulations, 2034 (DCPR) applicable.
- e) As the “Society” does not hold any expertise to carry out the reconstruction/redevelopment of “Old Building” efficiently and effectively therefore, the “Society” had decided to appoint a known developer to undertake

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the redevelopment work of the “Old Building” on the “Said Plot” for the existing members.

- f) Furthermore all the ‘Existing member’ consented for the demolition of the “Old Building” situated on the said land and constructing in its place a new multi-storied building having Residential premise by consuming and utilizing the available FSI (Floor Space Index) in respect of the “Said Land” to purchase of any additional FSI or TDR in the manner as provided in regulations under the provisions of the Development Control and Promotion Regulations for Greater Mumbai, 2034 and with the terms set forth.
- g) Furthermore, it was decided that all FSI/TDR shall be purchased and loaded in name of Society. All the above mentioned TDR / FSI shall not be transferable, with consent of the Society and shall remain as property of the Society forever for all purposes and such certified documents or agreement shall remain with the Society and the Developer shall not be allowed to remove the same even though the payment may have been made by the Developer; Society shall not be at any time be called upon to reimburse TDR and Zonal FSI costs to the Developer. The Developer hereby agreed accepted to purchase and load entire FSI and TDR before giving vacating notice to the Society and the Members;
- h) Pursuant thereto the “Society” scrutinized several bids and offers and thereby at the Special General Body Meeting held on 01st September 2024, majority of the Members accepted the offer of the “Developer” i.e. **VARDHAMAN INFRA REALTY PRIVATE LIMITED**, vide their final offer letter dated 04th May 2024 and revised offer letter dated 14th June 2024 and resolved to appoint them as the developer for the redevelopment of the said Property under the provisions of DCPR, 2034;

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- i) Furthermore, after the due diligence and Special General Body Meeting on_01st September 2024, the “Society” issued a Letter of Intent to the “Developer” on 04th September 2024.
- j) Thereafter, by a Development Agreement dated 09th October 2024 duly registered with the Sub- Registrar of Assurances at Kurla under Serial No. KRL4/22927 OF 2024 (hereinafter referred to as ‘Development Agreement’) made between the Society of the First Part; Developer of the Second Part and Members of the Society of the Third Part have granted unto the Developer, all the rights to redevelop the said Property on the terms and conditions therein mentioned and all such terms and condition shall form and shall always be read as an integral part of this Agreement.
- k) Pursuant to the said Development Agreement, the Society had also executed Power of Attorney dated 09th October 2024 duly registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL4/ 22929 of 2024 (“Power of Attorney”) in favor of the Developer empowering them to do all the acts, deeds and things as set out therein for redevelopment of the said Property in terms of the said Agreement;
- l) After due deliberation, the Society approved the appointment of the Developer for the re-development of the said Property in its Special General Body Meeting held on 2nd December 2024 convened as per procedure laid down in Section 79A of Maharashtra Co-operative Societies Act, in the presence of the representative of Deputy Registrar;
- m) The Special General Body Meeting of the Society was held on 2nd December 2024 and the video shooting of the said meeting was also done and in the said meeting

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various points and factors for grant of the development rights were discussed, the Society and its members of the Society including the Member resolved to entrust and confirmed the development of the said Property to the Developer. Thereafter the Deputy Registrar of Co-operative Societies Mumbai N ward by his Order dated 30th December 2024, VIDE NO. JA/No.Mumbai/N-Ward/B-1/Redevelopment No objection/2217/2024 granted to the Society the necessary permission for redevelopment of the said Property upon the terms and conditions therein mentioned;

- n) The said Development Agreement inter-alia provided that the Developer/Promoter shall give free of cost to each of the member of the Society, a flat with parking space allotted for the beneficial use of the flat in new building as agreed.
- o) The plans for the redevelopment of property were prepared and after approved by Society and were submitted for approval to Municipal Corporation of Greater Mumbai(MCGM). The Developer in the name of the Society has submitted the plan to MCGM and received IOD bearing No. P-24219/2024/(195/28)/N WARD/GHATKOPAR/IOD/1/NEW dated 15th April,2025. Copies whereof are annexed hereto and marked as Annexure ‘_’.
- p) The Developer has also obtained Commencement Certificate from MCGM Vide No. ____ dated _____, a copy whereof is annexed hereto and marked as Annexure ‘_’.

CHAPTER -3

CONSULTANTS FOR PROJECT: -

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1. The Promoter/Developer has entered into a standard Agreement with M/S Darshan R. Patel registered with the Council of Architects, having their registered office at Unit No.1, 1st Floor, Swagat CHS., Hingwala Lane, Opp. Popular Hotel, Ghatkopar East, Mumbai – 400 077.
2. The Promoter/Developer has appointed M/s Paras Consultants having office at 103, Prince Palace, J. V. Road, Ghatkopar West, Mumbai – 400 086, as the structural engineers for preparing designs, drawing and specifications for the construction of the building to be put up on the said property and have entered into standard agreement with the said structural engineers. The Promoter/Developer accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/s.
3. Copies of the certificate of Title issued by Adv. Jevin Nathwani Advocate at High Court Bombay, copies of Property Registered Card and/or 7/12 Extract showing the nature of the title of the Promoters/Developers to the said property and Layout plan of the property have been annexed hereto and marked as Annexure ‘___’, ‘___’& ‘___’ respectively. The Allottee hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoter/Developers’ right of development.
4. Authenticated copies of the plans of the layout as approved by the concerned local authority and plans of the layout as proposed by the Promoter and according to which the construction of the building and open spaces proposed to be provided on the said Project are hereto annexed and marked as **Annexure** ‘_____’, furthermore the authenticated copies of the plans and specifications of the premise agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked a **Annexure** ‘_____’
5. The Promoter/Developer intends to avail credit facility/term loan or construction loan and intend to create mortgage in respect of the said property and all the units constructed and/or to be constructed thereon as a security for repayment of the

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borrowed amount along with the interest thereon and other monies that may become due and payable in respect of such credit facility/term loan.

- 6. The Promoter/Developers have proposed plans for Nine (9) Floors consisting of One (1) Basement One (1) Stilt Ground Floor and Two (2) podiums and Seven (7) upper floors. At present, the Promoter/Developer has thus put plan to construct Nine (9) floors but may construct up to Two (2) floors if additional FSI/TDR is received and plans are approved of building ‘Vardhaman Ananda’ being the residential building as a project under Real Estate Regulation and Development Act, 2016 (Hereinafter referred to as the ‘Rera Act’). The Promoter Developer may reduce/increase the number of floors as per the Municipal Approval and other approvals it may finally obtain.
- 7. The ‘Purchaser(s)/Allottee(s)’ has taken inspection of proposed as well as approved layout plans and proposed building and typical floor plans and is also made aware of common areas to be provided on said property.
- 8. The ‘Purchaser(s)/Allottee(s)’ is informed that plans may be modified/amended to meet the minor additions and/or alterations as may be required and necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer and/or requirements of MCGM and/or statutory rules and regulations after proper declaration and intimation to the ‘Purchaser(s)/Allottee(s)’
- 9. At present the Developer has obtained Commencement Certificate MCGM Vide No. _____ dated _____ upto stilt slab level as per approved IOD plans.
- 10. The Promoter/Developer has registered the Project for Project ‘Vardhaman Ananda’ under the provisions of the Rera Act with the Real Estate Regulatory Authority at Mumbai bearing Registration Maha RERA number _____ which is available on [https:// maharera.mahaonline.gov.in](https://maharera.mahaonline.gov.in).
- 11. The Promoter/Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time

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to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

CHAPTER -4

DETAILS OF FLAT & CAR PARKING

- 1) The Developer is entitled for sale, transfer assignment or to otherwise deal with the Flat No. _____ admeasuring _____ sq. mtrs carpet area (*Hereinafter referred to as ‘Said Flat’*) along with ____ Surface Car Parking No. _____ in the Building known as ‘Vardhaman Ananda’ (*Hereinafter referred to as ‘Said Premise’ collectively*). The Flat together with ____ number of surface car parking space on _____ Podium/Basement level admeasuring _____ having length _____ x Breadth _____ as is allotted for the beneficial use of the said Flat as may be allotted more particularly described in the *SECOND SCHEDULE* hereunder written and the ‘Said Flat’ is shown by hatched lines on the floor plan annexed hereto and marked as **Annexure** ‘____’ with red coloured boundary line.
- 2) For the sake of clarity it is further provided that carpet area of the flat as described under this Agreement shall mean the net usable floor area of an flat excluding the area covered by the external walls and all areas, if any, under services shafts, appurtenant to ‘Said Flat’ for exclusive use of the ‘Purchaser(s)/Allottee(s)’ or verandah area and exclusive open terrace area appurtenant to the ‘Said Flat’ for the exclusive use of the ‘Purchaser(s)/Allottee(s)’ (*if any*), but includes the area covered by the internal partition walls of the Flat.
- 3) The ‘Purchaser(s)/Allottee(s)’has/have approached the Promoter/Developer and expressed its / his / her / their desire to purchase and acquire from the Promoter/Developer the ‘Said Flat’ for residential use as may be permitted under the existing permission/policy/approval.

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- 4) The Promoter/Developer has made available to the Allottee(s)/Purchaser(s) copies of all documents of title relating to the said property along with sanctioned plans, Development Agreement along with specifications, layout plans, details of the Architect and Structural Engineer and such other documents as required under the provisions of the said RERA Act and/or Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”) and the rules framed thereunder;
- 5) The Allottee(s)/Purchaser(s) has/have perused the aforementioned documents and have expressly noted the contents thereof including the terms, conditions and covenants contained therein.
- 6) The Promoter/Developer has also made available to the ‘Purchaser(s)/Allottee(s)’ the information relating to the stage wise time schedule of the completion of the project, including the provisions of for civic infrastructure like water, sanitation and electricity.
- 7) Being satisfied with the title and the right of the Promoter/Developer to the said property and to develop the same and being satisfied with all the plans, specifications and other documents made available by the Promoter/Developer, the Allottee(s)/Purchaser(s) has/have requested to purchase and acquire the ‘Said Premise’ more particularly described in the Second Schedule hereunder written from the Promoter/Developer at or for the **Total Consideration** of Rs. _____/- (Rupees _____ Only) and on the terms and conditions contained hereinafter.
- 8) _____ Finance Limited has granted No Objection Certificate for sale of the ‘Said Flat’ to the Allottee by the Letter dated _____ issued by them. Copy whereof is annexed hereto as **ANNEXURE** ‘ _____ ’.

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- 9) Under Section 13 of the said RERA and Section 4 of the said MOFA the Promoter/Developer are required to execute a written Agreement for Sale in respect of the said premises with the Allottee(s)/Purchaser(s) being these presents and upon the execution of these presents and it being lodged for registration by the Allottee(s)/Purchaser(s) and the Promoter/Developer being informed about the same, the Promoter/Developer are required to admit execution thereof before the concerned Sub-Registrar/s;
- 10) The parties are accordingly executing these presents in the manner hereinafter appearing. The term "Allottee(s)/Purchaser(s)" may include firms, companies, societies and other associations and in that event the terms and derivatives used herein with reference to the said expression shall be construed accordingly i.e. if the Allottee(s)/Purchaser(s) be a partnership firm, the said term shall unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm the survivors or survivor of them and his/her or their assigns, if the Allottee(s)/Purchaser(s) be a Company or Society, the said term shall wherever appropriate, mean and include its successors and assigns and in other cases, the said term shall wherever appropriate mean and include all persons claiming right title and interest through such Allottee(s)/Purchaser(s) including their successors in interest.
- 11) Promoter/Developer shall mean and include “Promoter/Developer” as defined in RERA and Purchaser(s) shall mean and include “Allottee(s)” as defined in RERA.
- (b) Flats/Units/Premises shall mean the Apartment as defined in RERA.

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

INTERPRETATION:

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1. The recitals herein shall be deemed to be incorporated in this operative part as if reproduced herein verbatim.
2. In this Agreement, unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.
3. The Promoter/Developers shall inter alia construct a Residential building which is more particularly described in the First Schedule hereunder written and is delineated on the plan thereof hereto annexed as Annexure “___” in accordance with the plans designs, specifications sanctioned from time to time by Society and by the sanctioning authority.
4. The Promoter/Developer may make such minor additions and/or alterations to the said sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the flats may be required by the purchaser/s or such minor changes or alteration as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and/or requirements of MCGM and/or statutory rules and regulations with the permission of Purchaser(S)/Allottee(s)
5. The Promoter/Developer may make any other alterations or additions in the sanctioned plans, layout plans and specifications of the building or the common areas within the project in accordance with the provisions applicable.
6. The ‘Purchaser(s)/Allottee(s)’ hereby confirm/s that “The Said Property” is a freehold land and the Promoter/Developers are absolutely and sufficiently entitled to the development rights in respect thereof.

(a) The nature of the right, title and interest of the Promoter/Developers in respect of the buildings to be constructed on the said property along with all the relevant documents are as referred to in the recitals recited hereinabove.

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(b) The plans and specifications in respect of part of the building to be put up on the said property have been duly approved and sanctioned by MCGM and the plans relating to the remaining floors of the building shall be got sanctioned from time to time as recited hereinabove.

(c) The building ‘Vardhaman Ananda’ to be constructed by the Promoter/Developers on the said property shall be constructed, in accordance with the plans, designs and specifications sanctioned by the MCGM and other concerned authorities and/or as amended by the Promoter/Developers above, from time to time, using and consuming as may be permissible FSI admeasuring _____ sq. mtrs. or such other or further area as may be permissible including FSI originating from the said property (basic FSI) and Premium Transfer of Development Rights (“TDR FSI”) and further FSI as may be available by way of any other policy/scheme of Government or any other entitlement to construct;

(d) In case if during the work of construction any increased/additional FSI is available or acquired or obtained or further construction is permitted or permissible then in that event the Promoter/Developers shall be entitled to utilize / load the same on the said property either by constructing additional floors or otherwise and to take written consent from the Purchaser/s to the construction of such additional construction by way of additional floors on the Buildings mentioned hereinabove and/or carry out such additional construction as the Promoter/Developers may deem fit and proper but with the express understanding that the total area of the premises agreed to be acquired by the ‘Purchaser(s)/Allottee(s)’is not reduced in any manner whatsoever and howsoever;

(e) The Promoter/Developers are entitled to alter/modify the layout of the said property, including altering, modifying, relocating and reshaping the common areas and amenities shown in the presently approved layout or in brochures of sales promotion etc.

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(f) The Promoter/Developer in its sole discretion may allow a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____% 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 Promoter/Developer.

(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

CHAPTER -5

DETAILS OF FLAT, CAR PARKING AND TOTAL CONSIDERATION

1. The ‘Purchaser(s)/Allottee(s)’hereby agree/s to purchase from the Promoter/Developer and Promoter/Developers do hereby agree to sell to the Purchaser/s Flat No. _____ having carpet area of _____ sq. mtrs. Equivalent to _____ RERA Sq. Ft. Carpet Area on _____ Floor (Hereinafter referred to as the ‘Said Flat’) being constructed by the Developer on the said Property and shown in the typical floor plan thereof hereto annexed as Annexure “____” and more particularly described in the *Second Schedule* alongwith ____ Surface Car Parking Space vide No. _____ on _____ level of Podium/Basement admeasuring _____ having length

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_____x Breadth _____ in the building namely, ‘Vardhaman Ananda’ and more particularly described in the *Third Schedule* for the **Total consideration** of Rs. _____/- which includes the proportionate price of the available common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities described in the Annexure ‘___’ annexed herewith. The ‘Said Flat’ along with the right to use ‘Car Parking’ is hereinafter collectively referred to as “Said Premise”.

2. The ‘Purchaser(s)/Allottee(s)’ has/have agreed to pay to the Promoter/Developer the consideration of Rs. _____/- (Rupees _____ Only) being the purchase price for the said flat/premises (exclusive of other payments to be made as provided in this agreement hereafter) if expressly allotted for the beneficial use of the flat and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Building ‘Vardhaman Ananda’ more particularly described in the Annexure “___” , annexed herewith.

CHAPTER -6

DETAILS OF PART CONSIDERATION & BALANCE CONSIDERATION

1) The Allottee has 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 that Promoter the balance amount of Rs(Rupees.....) and shall be deposited in RERA Designated Collection Bank Account, A/c Name :- **VIRPL RERA DESIGNATED COLLECTION ACCOUNT FOR VARDHAMAN ANANDA** , A/c No- **57500001782600**, HDFC Bank, Branch having IFS Code **HDFC0000118** situated at **Shop No. 01 & 02, Ground Floor, Bhaveshwar Building No. 03, Bhaveshwar Lane, Ghatkopar East Mumbai – 400077**

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 57500001782215 and 57500001782599 respectively.

- i. ‘Allottee(s)/ Purchaser(s)’ hereby agrees to pay to that Promoter the said balance amount in following manner:-
- ii. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- iii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- v. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vii. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- viii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other

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requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

- ix. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- x. The ‘Allottee(s)/ Purchaser(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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

CHAPTER -7

GST (CGST) (SGST),STAMP DUTY AND OTHER CHARGES EXCLUSIONS FROM INSTALMENT.

- 1) The Goods and Services Tax (GST), including State Goods and Services Tax (SGST), Central Goods and Services Tax (CGST), and any other applicable taxes, levies, or duties, as may be applicable from time to time, are not included in the aforementioned instalments. The ‘Purchaser(s)/Allottee(s)’ shall be solely liable to pay the same as and when demanded by the Promoter/Developer in accordance with applicable statutory provisions.
- 2) Stamp Duty, Registration Charges, and all other statutory or incidental charges, levies, and expenses payable in connection with the execution and registration of the Agreement and/or conveyance deed are not included in the instalments referred to above. The ‘Purchaser(s)/Allottee(s)’ shall be solely responsible for and shall pay the same.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

CHAPTER -8

**MODE OF PAYMENT & ACCOUNT DETAIL(S) OF
'PROMOTER/DEVELOPER'**

1) All payments to be made by the Allottee under this Agreement shall be in favour of the Developer, and shall be either by way of cheque/ banker's cheque/ RTGS/ NEFT as

i. If by way of cheque or banker's cheque in favour of:

"VIRPL RERA DESIGNATED COLLECTION ACCOUNT FOR VARDHAMAN ANANDA" A/C No.

"57500001782600"

ii. If by way of RTGS/NEFT:

a) Name of Account Holder: VIRPL RERA DESIGNATED COLLECTION ACCOUNT FOR
VARDHAMAN ANANDA

b) Escrow A/c: Collection A/c

c) Name of Bank: HDFC BANK LTD

d) Name of Branch & Address: Shop No. 01 & 02, Ground Floor, Bhaveshwar Building
No. 03, Bhaveshwar Lane, Ghatkopar East Mumbai - 400077

e) A/c. No.: 57500001782600

f) IFSC Code: HDFC0000118

CHAPTER -9

RESPONSIBILITY OF 'PURCHASER' FOR PAYMENT NOTIFICATION

- 1) The 'Purchaser(s)/Allottee(s)' shall, on making a payment via RTGS/ NEFT, share with the Developer the UTR Code/ Reference Number to identify the payment. The 'Purchaser(s)/Allottee(s)' shall be responsible for ensuring that payment of each instalment is made within 7 (seven) days of the demand for the said instalment

Developer/Promoter	'Allottee(s)/Purchaser(s)'

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made by the Developer. Payment shall be deemed to have been made when credit is received for the same by the Developer in its account, as mentioned hereinabove.

- 2) The number of payment instalments as defined in Chapter _____ may be reduced/alterd by the Developer(s)/Promoter(s) as may be deemed necessary and ‘Purchaser(s)/Allottee(s)’ shall not object such revisions.
- 3) The payment of each and every instalment on due date is the essence of contract in failed to remit the instalment may lead the present contract as ‘Null and Void’.
- 4) The ‘Purchaser(s)/Allottee(s)’ shall deduct Tax at Source (TDS) for the purpose of Income Tax as per regulations in force and provide challan for payment with the Income Tax Department to the Developer.
- 5) The total price is escalation free save and except escalations/increases due to increase on account of development charges payable to the MCGM and/or any other increase in charges which may be levied or imposed by the MCGM from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the ‘Purchaser(s)/Allottee(s)’ for increase in development charges, costs, or levies imposed by the MCGM the Promoter/Developer 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 Purchaser, which shall only be applicable on subsequent payments.
- 6) Without prejudice to the right of Promoter/Developer to charge interest in the terms as provided herein below the ‘Purchaser(s)/Allottee(s)’ hereby agree/s that if the ‘Purchaser(s)/Allottee(s)’ commits a default (i) in payment of any of the aforesaid three instalments on their respective due dates (time being of the essence of the contract) and on the allottee committing three defaults of payment of instalments in with or without interest, as the case may be, and/or (ii) in observing and performing any of the terms and conditions of this Agreement, and if the

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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default continues in spite of **15 (fifteen) days** notice (in writing) by Registered Post AD/Speed Post at the address provided by the Purchaser and/or by email to the Purchaser/s or other source wherein the intimation is clearly sent to ‘Purchaser(s)/Allottee(s)’ of intention to terminate this Agreement On termination, the Developer shall be entitled to deal with premises in way and manner it may deem fit. Provided further that, in the event of termination, the Promoter/Developers shall refund within a period of thirty days of the effective cancellation of the Agreement to the Purchaser, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter/Developer, the instalments of sale consideration of the Flat which may till then have been paid by the Purchaser to the Promoter/Developer after deduction of percentage defined below.

- 7) The Promoter/Developer shall be entitled to deduct the earnest money that is amount equal to 10% of the total consideration money payable/paid by the Purchaser/s to the Promoter/Developers and refund the balance instalment amounts.
- 8) The amounts paid by the Purchaser/s to the Promoter/Developers till then towards CGST/SGST and other like taxes shall be non-refundable. On the Promoter/Developers terminating this Agreement under this clause, they / he/she shall be at liberty to sell and dispose of the said premises to any other persons/parties as the Promoter/Developers may deem fit and proper, at such price and upon such terms and conditions as the Promoter/Developers may determine and the Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Promoter/Developers by reason of such sale or transfer being effected by the Promoter/Developers in favour of any other person/s or party.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

- 9) Without prejudice to the other rights of the Promoter/Developers under this Agreement and/or in law the Purchaser/s hereby agree and undertake in case the ‘Purchaser(s)/Allottee(s)’ fail to pay any amount payable under this agreement, the Promoter/Developers shall be entitled to appropriate the amount received from ‘Purchaser(s)/Allottee(s)’ firstly towards taxes payable by the ‘Purchaser(s)/Allottee(s)’ then towards the interest payable for all outstanding instalments towards consideration in respect of the ‘Said Premise’ cheques bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the ‘Said Premise’.
- 10) The ‘Purchaser(s)/Allottee(s)’ however if communicates his willingness to continue with the agreement, on the Promoter/Developer’s sole discretion, the Agreement shall not be terminated on payment of the due amount with the additional charge of Rs. 5000/- (Rupees Five Thousand only) as notice charges along with the interest payable as mentioned above.

CHAPTER -10

PENALTY PAYMENTS

- 1) It is clarified that ‘Purchaser(s)/Allottee(s)’ accords to the Developer/promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
- i. Firstly, towards any cheque bounce charge in case of dishonour of cheque or any other administrative expense incurred by the company towards the booking/allotment of the Unit;
 - ii. Secondly, towards interest as on date of delayed payments to the extent of 21% on the discretion of Developer

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

- iii. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total consideration, dues and taxes payable in respect of the unit;
- iv. fourthly, towards outstanding dues including Total consideration in respect of the unit or under the Agreement. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Developer.

CHAPTER -11

PAYMENT OF MAINTENACE CHARGES

- 1) The ‘Purchaser(s)/Allottee(s)’ hereby agrees and undertakes to pay the maintenance charges as determined by the Promoter/Developer or association of ‘Purchaser(s)/Allottee(s)’ as the case may be. The Promoter/Developer on its behalf shall offer the possession to the ‘Purchaser(s)/Allottee(s)’ in writing within 15 days of receiving the Occupancy Certificate of the project.
- 2) Such maintenance charges shall be decided by the Developer in its sole capacity and after going through the requirement which will be raised in future.

CHAPTER -12

POSSESSION OF PREMISE

- 1. The Promoter/Developer shall upon obtaining the occupancy certificate from the MCGM and on the payment made by the ‘Purchaser(s)/Allottee(s)’ as per the agreement and on payment made of GST and all other taxation shall offer in writing the possession of the said premises in terms of this Agreement within 7 days.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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2. The ‘Purchaser(s)/Allottee(s)’ shall be bound and liable to take possession of the said premises within Three (3) months from the date of the Promoter/Developers giving written notice to the ‘Purchaser(s)/Allottee(s)’. The Promoter/Developer agrees and undertakes to indemnify the ‘Purchaser(s)/Allottee(s)’ in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/Developer.
3. The ‘Purchaser(s)/Allottee(s)’ shall take possession of the Flat within 15 days of written notice from the Promoter intimating that the ‘Said Flat’ is ready for use and occupancy and shall be liable for the maintenance from the date of possession or at the end of 15 days whichever is earlier.
4. Upon receiving a written intimation from the Promoter/Developer as per Clause 15 the Purchaser shall take possession of the Flat from the Promoter/Developer by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the Flat to the Purchaser. In case the ‘Purchaser(s)/Allottee(s)’ fails to take possession within the time provided in Clause 14 the ‘Purchaser(s)/Allottee(s)’ shall continue to be liable to pay maintenance charges as applicable.
5. The Promoter/Developer shall give Possession of the said premises to the Purchaser/s on or before _____, _____, 202__ subject to Force Majure, the concerned authorities granting the necessary sanctions and approvals for the construction and completion of the buildings to be constructed on the said property.
6. 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 -

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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- (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.
7. If for any reason other than what is stated herein below, the /Promoter/Developers are unable or fail to give possession of the ‘Said Flat’ to the ‘Purchaser(s)/Allottee(s)’ by the date specified hereinabove or any further extended date as granted by the Real Estate Regulatory Authority under **SECTION 6** of the said RERA and consequently fails to abide by the time schedule for completing the building/project and handing over the Flat to the Purchaser, the Promoter/Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest that shall be highest State Bank of India Marginal Cost of Lending rate plus two percent, on all amounts paid by the Purchaser, for every month of the delay, till the handing over of the possession.
8. The ‘Purchaser(s)/Allottee(s)’ agrees to pay to the Promoter/Developer interest as quoted above herein on all the delayed payment which become due and payable by the ‘Purchaser(s)/Allottee(s)’ to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the ‘Purchaser(s)/Allottee(s)’ to the Promoter/Developer.
9. Upon possession of the said premises being handed over to the ‘Purchaser(s)/Allottee(s)’, he/she/they/it shall be entitled to the use and occupation of the said premises for lawful and approved residential purpose only.
10. The only liability of the Promoter/Developers shall be the statutory liability under Section 14 (3) of the said RERA Act which relates to the defect liability period of Five (5) years.
11. On and from the date of taking possession on entering upon the said premises or from the date of expiry of a period of 15 (Fifteen) days from the date of the Promoter/Developer’s intimating by letter or email or by any other mode to the

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

Purchaser to take the possession of the said premises, whichever is earlier, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said premises irrespective of whether the purchaser’s take the possession or not.

CHAPTER -13

USAGE OF PREMISE

1. The said premises is intended and shall be used for approved residential purposes only and the Purchaser/s shall not use the said premises or any part or portion thereof for any other purposes whatsoever.
2. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser’s own vehicle and for no other purpose and the parking space/s and the said premises shall always be sold/transferred together with flat and not separately for any reason whatsoever.

CHAPTER 14

USAGE AND MAINTENANCE OF COMMON AREA

1. It is expressly agreed that the Purchaser/s shall be entitled to use the “Common Areas and Facilities” appurtenant to the said premises and the nature, extent and description of such “Common Areas and Facilities” are set out in the Annexure “__” annexed hereto.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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2. The Common area and facilities provided by the Promoter/Developer or for the use of residential purchasers only save and except the facilities which will be commonly shared between the residential users.
3. That as part of the common facilities for the residents of the said building 'Vardhaman Ananda', the Promoter/Developer proposes to construct Gymnasium, indoor games etc. more particularly mentioned in Annexure ___ hereunder subject to the approval from MCGM.
4. The facilities proposed are subject to approval as may be required and may change in accordance with Rules and to use full FSI. The Promoter/Developers shall also take necessary approvals from MCGM for that purpose if so required and in that event the Purchasers of the premises in the building 'Vardhaman Ananda' (including the Purchaser herein) shall contribute proportionately for the maintenance of the same.
5. The ownership thereof shall rest with the Promoter/Developers and a Committee of the members of the flat owners will be formed for maintenance of the said extra amenities / facilities.
6. The said Committee shall have representatives of the Promoter/Developers who will always be in majority and the balance committee members shall be selected from the flat purchasers.
7. All decisions relating to the said extra maintenance amenities / facilities and its maintenance charges and recurring expenses shall be taken by the said committee.
8. The facilities/amenities shall be finally handed over to the Society it is agreed that the Promoter/Developers shall make arrangement for the maintenance of the common amenities in the manner they deem fit and proper. However, the Promoter/Developers shall not be liable for any act of commission or mission or failure in maintenance of common amenities.

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9. The Purchaser undertakes to abide by all terms, conditions, stipulations, rules, regulations and bye-law in respect of the common amenities and its use and enjoyment thereof as may be framed from time to time by the Promoter/Developers/Society.
10. The Promoter/Developers have informed the Purchaser/s as under:
- a) The Promoter/Developers will be providing common infrastructural facilities as may be permitted by MCGM in the plans approved or modified and to be approved such as, water pipes, drainage and electrical connections, compound walls etc. to be used by the Purchaser/s of the said premises along with the other purchasers including the co-operative society comprising of all other purchasers of the premises in the buildings proposed to be constructed on the said property.
- b) The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared / divided between the purchasers of the premises in the buildings proposed to be constructed on the said property. Without prejudice to generality the Purchaser shall be liable to contribute for premium payable towards general insurance and title insurance as may be applicable in the manner in which expenses for maintenance are to be shared.
11. The Purchaser/s hereby agree/s and bind/s himself / herself / themselves / itself to pay to the Promoter/Developers in advance the ad-hoc payments in respect of maintenance charges of the common infrastructural facilities and amenities for a period of 12 months on the date ‘Said Flat’ are handed over to the Purchaser/s or from the expiry of 15 days from the date of receipt of O.C.
12. Within 15 days after notice in writing is given by the Promoter/Developer to the Purchaser that the ‘Said Flat’ is ready for use and occupancy, and from the date of entering upon the ‘Said Flat’ whichever is earlier. The Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in advance to the

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

Promoter/Developer till building management is taken over by the said Society, such amounts that may be decided by the Promoter/Developer or the Co-operative Society as the case may be for which includes

- (a) Insurance Premium,
- (b) All Municipal and other taxes that may from time to time be levied in respect of the said property and/or building and betterment charges or such other levies by the MCGM and/or government water taxes and water charges, common lights, repairs, salaries of clerks’ bill collectors chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of project land and buildings.
- (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, insurance premiums or any other outgoings incurred in connection with the said property and the buildings along with service tax as applicable.

CHAPTER -15

LIABILITY OF DEVELOPER

- 1. The Promoter/Developer 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 Re- development upon the project land and also has actual, physical and legal possession of the ‘Said Property’ for the implementation of the Redevelopment.
- 2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out Re-development of the ‘Said Property’ and shall obtain

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

requisite approvals from time to time to complete the development of the ‘Said Property’.

3. The Promoter/Developer states that there no litigations pending before any Court of law with respect to the ‘Said Property’. All approvals, licenses and permits issued by the competent authorities with respect to the ‘Said Property’ and ‘Said Premise’ 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 ‘Said Property’ 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 Redevelopment.
4. The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected furthermore the Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the ‘Said premise’ to the ‘Purchaser(s)/Allottee(s)’ in the manner contemplated in this Agreement.
5. The Promoter/Developer has duly paid and shall continue to pay and discharge and disputed 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.
6. 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/Developer.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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7. If within a period of 5 (Five) years from the date of handing over possession of the 'Said Flat' to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter/Developers any structural defect in the 'Said Flat' or any defect on account of workmanship, quality, or provision of service, then in that event, wherever possible, such defects shall be rectified by the Promoter/Developers at their / his own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoter/Developers reasonable compensation for such defect or change in the manner provided under this said RERA.
8. The 'Purchaser(s)/Allottee(s)' in addition to the consideration money shall pay to the Promoter/Developers on the execution of these presents' development charges and miscellaneous and other costs as provided hereunder: -
- i) Rs. _____/- for share money, application and entrance fee of the Society etc.
- ii) Rs. _____/- towards lump sum amount of legal charges for this Agreement.
- iii) Rs. _____/- towards Electric Meter charges amount of legal charges for this Agreement.
- iv) Rs. ____ - ____/- (Rupees ____ - ____) towards the further payment of development charges.
- v) Advances towards Maintenance and Insurance premiums etc. as may be applicable.
9. The amounts received/receivable by the Promoter/Developer as provided hereinabove may be utilized alternatively for one or another requirement. In case there shall be deficit in this regard, the Purchaser/s shall forth with on demand pay to the Promoter/Developer within seven days of the demand his proportionate

Developer/Promoter	'Allottee(s)/Purchaser(s)'

share to make up the deficit and in the event the Purchaser fails to pay the same in time the Purchaser shall be liable to pay the same with interest at highest State Bank of India Marginal Cost of Lending rate plus Two Percent per annum, or interest as may be applicable under the provisions of RERA and in absence of any such provision at 10% p.a. Notwithstanding anything contained in this agreement, the payment of above amounts in time shall be essence of contract.

CHAPTER -16

NO LIABILITY OF DEVELOPER FOR ADDITIONAL CHARGES

1. The Purchaser/s hereby agree/s and undertake/s that in case of any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings proposed to be constructed on the said property and sale of flats to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the ‘Said Flat’ is handed over by the Promoter/Developers to the Purchaser/s or otherwise, then in that event, such payments shall be made by the flat purchasers alone or by the Co-operative Housing Society or the body formed by the Purchaser/s. The Promoter/Developers shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.
2. Provided further that notwithstanding any provisions regarding the liability of the Promoter/Developer about any structural defect in flat or building or any account of workmanship, quality or provision of service, the Promoter/Developer shall be ceased to be liable in respect thereof for all acts arising out of or related to the works carried out by the Purchaser/s or arising due to failure on the part of Purchaser/s to take proper care. Provided further that the liability of the

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

Promoter/Developer regarding structure or workmanship shall cease on any change or alteration in the original is made or disturbed by the Purchaser/s.

CHAPTER -17

RIGHT OF THE DEVELOPER TO CREATE A MORTGAGE/ CHARGE/ LIEN AND RESPONSIBILITY OF ALLOTTEE(S)/PURCHASER(S) INCASE OF LOAN AVIALED BY ALLOTTEE(S)/PURCHASER(S).

(IF)

1. The Developer has taken a loan from the Lender for the re-development of the said Property. The Developer has also executed Facility Agreement dated _____ and Indenture of Mortgage dated_____ (*if any*) with Lender in respect of the Developer’s Share under the said Development Agreement. The Developer has obtained NOC dated _____ from the Lender for sale of the said Premises in favour of the ‘Purchaser(s)/Allottee(s)’.
2. The Promoter/Developer agrees that after execution of this Agreement, they shall not on their own, unilaterally mortgage or create any further charge on the ‘Said Flat’. In case any such mortgage or charge is made or created by the Promoter/Developer, 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 Premises. The Developer will clear such loan on or before completion of entire development and handover of the Premises to the Allottee.
3. In case the ‘Purchaser(s)/Allottee(s)’ avails the financial assistance or home loan inter-alia for purchasing or acquiring the said Premises, then in that event, the Promoters shall, at the request and cost of Allottee, allow the charge, lien or mortgage to be created upon the ‘Said Flat’ of such financial institution from whom

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the Allottee shall avail such financial assistance or loan. It is agreed and understood that the responsibility/ liability of repayment of the said financial assistance/ loan shall be that of the Allottee alone. The Promoters in no way shall be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Allottee alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage/ charge/ lien is created pursuant to availing of such financial assistance/ loan by the Allottee, the same shall be subordinate to the rights of the Promoters and be limited to and/ or restricted to or upon to the said Flat only Save and except the ‘Said Flat’ and/or ‘Said Premise’, no other portion of the New Building and/ or the Land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/ home loan.

4. The Allottee hereby expressly agrees that so long as the loan and the said Purchase Consideration remain unpaid/ outstanding, the Allottee, subject to the terms hereof, shall not sell, transfer, let out and/ or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Developer and the relevant bank/ financial institutions which have advanced the loan. The Promoters shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee to inform the Society about the lien/charge of such banks/Financial Institutions and the Developer shall not be liable or responsible in any manner whatsoever.
5. The Allottee indemnifies and hereby agrees to keep indemnified the Developer and its successors and assigns from and against any/all claims, costs, charges, expenses, damages and losses which the Developer, its successors or assigns may suffer or incur by reason of any action that any Bank/ Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

on account of any breach by the Allottee of the terms and conditions governing the loan.

CHAPTER -18

CO-ALLOTTEE(S)/CO-PURCHASER(S)

That in case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her. The Joint Allottees hereby agree and confirm that service of notices or other communication to the first named ‘Purchaser(s)/Allottee(s)’ herein shall, for all intents and purposes, be considered as duly served on all the ‘Purchaser(s)/Allottee(s)’.

CHAPTER -18

REAL ESTATE AGENT

In case the transaction being executed by this agreement between the promoter and the allottee(s)/Purchaser(s) is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/both, as the case may be, in accordance with the agreed terms of payment.

CHAPTER -19

FOREIGN EXCHANGE MANAGEMENT ACT:

In case the Allottee(s)/Purchaser(s) of the present deed , if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) thereto and all other applicable laws, including that of remittance

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, as applicable. Further, the Allottee holds the Developer harmless against any such action, and undertakes to indemnify the Developer in case of any fine/ action/ proceeding, etc. initiated against him by the relevant authority for any reason.

CHAPTER -20

UNCONDITIONAL OBLIGATIONS BY ALLOTTEE(S)/PURCHASER (S)

1. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said premises shall come, Promoter/Developers as follows: -
- a) To maintain the premises at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said premises are taken or from the date of expiry of a period of Fifteen days from the date of the Promoter/Developers offering possession of the said premises to the Purchasers, whichever is earlier and shall not do or suffer to be done anything in or to the building in which the said premises are situated, staircase or any passages which may be against the rule, regulations or bye-

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laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said premises are situated and the said premises itself or any part thereof;

b) Not to store in the said premises 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 said premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises are situated, including entrances of the building in which the said premises are situated and in case any damage is caused to the building in which the said premises are situated or the premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

c) To carry out at its own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter/Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises are situated or to the said premises which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said premises 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 premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Buildings in

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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which the said premises are situated and shall keep the portion sewers, drain pipes in the said premises and 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 said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Promoter/Developers and/or the Society or the Limited Company;

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises are situated.

g) Pay to the Promoter/Developers within 15 days of demand by the Promoter/Developers, his/their/its share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said premises are situated.

h) 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 any change of user, if any, of the said premises by the Purchaser/s;

i) The Purchaser/s and the persons to whom the other Apartments in the Buildings are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things for safeguarding the interest

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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of the Promoter/Developers and all persons acquiring the remaining Apartments in the Buildings constructed on the said property.

j) The Purchaser shall be entitled to put grills at his own cost only as per grill design provided and approved by developer to maintain building elevation.

k) The Purchaser/s shall not let, sub-let, transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the said premises till such time that the occupation certificate of the unit is received and all the amounts payable by the purchaser are paid in full and the purchaser is not in breach of any of the terms and conditions of this agreement.

l) The Purchaser/s shall make application to the Developer and Developer shall request/direct the Society namely, The Garodia Nagar Mahavir Kutir Co-operative Housing Society Ltd. for the allotment of membership of the Society and observe and perform all the rules and regulations which the Society 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 Buildings and the said premises 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 the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises 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;

m) The Purchaser/s shall allow the Promoter/Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-

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building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the said premises or the building in which the said premises are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.

n) The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the Building. However, it is clarified that this does not cast any obligation upon the Promoter/Developers to ensure the building or premises agreed to be sold to the Purchaser/s.

o) Not to use the refuge area provided in the building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the building.

p) The Purchaser/s shall not to do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove.

2. The Purchaser hereby expressly agrees that all obligations on the part of Purchaser shall be complied with Purchaser as may be required by the Promoter/Developers and Promoter/Developer shall be entitled to call upon the Purchaser to comply with the same and/or rectify or take any action in respect thereof. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said property, hereditaments and premises or any part thereof or of the building thereon or any part thereof.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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3. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said property, hereditaments and premises or any part thereof or of the Building thereon or any part thereof.
4. The Purchaser/s shall carry all interior and other works with due care and caution and take proper care of the Flat and as per the norms of MCGM.
5. The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified the Promoter/Developers and the Society from and against any loss, damage, inconvenience, disturbance, litigation, that they may suffer or be put to by reason of the Purchaser/s committing a breach of any of the terms and conditions set out in this Agreement and/or in the bye-laws of the said Society and/or any applicable laws, rules and regulations.
6. The project building ‘Vardhaman Ananda’ shall be handed over by the Developer to the Society after obtaining Occupation Certificate as provided in the Development Agreement and after the Purchaser herein shall become member of the said society subject to compliance stated.
7. The Promoter/Developers shall, on completion of project cause to be transferred to the society all the right, title and the interest of the Promoter/Developers in the said structure of the Building in which the said premises is situated.
8. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said premises shall come, hereby covenant/s as follows: -
- a) The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them from the date of possession of the said premises are taken or from the date of expiry of a period of 15 (Fifteen)

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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days as provided in Clause 15 above and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, The Garodia Nagar Mahavir Kutir Co-operative Housing Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

- b) The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter/Developers may require him/her/them to do from time to time for safeguarding the interest of the Promoter/Developers and the Purchaser/s of other premises in the buildings. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end.
- c) The ‘Purchaser(s)/Allottee(s)’ shall ensure that as and when the Promoter/Developers shall so require, the Co-operative Society shall pass the necessary resolution confirming the right of the Promoter/Developers as aforesaid to carry out additional construction work as stated hereinabove on the Buildings and also confirming the right of the Promoter/Developers to sell on Ownership basis other premises in the Buildings.
- d) The ‘Purchaser(s)/Allottee(s)’ shall after obtaining the possession of the said premises and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Apartment/premises, the same shall be reimbursed by the ‘Purchaser(s)/Allottee(s)’ to the Promoter/Developers in the proportion of the area of the said Apartment/premises.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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- e) The ‘Purchaser(s)/Allottee(s)’ shall make the payments of instalment of purchase price, as herein in this Agreement stipulated on time to the Promoter/Developers and all other amounts payable to the Promoter/Developers in time. In the event of the Purchaser/s making any default in payment of the purchase price instalments to the Promoter/Developers and/or his/her/their share in taxes, maintenance, deposits and other outgoings regularly as agreed to herein by him/her/them, to the Promoter/Developers, the Promoter/Developers will have right to terminate this Agreement or seek specific performance against the ‘Purchaser(s)/Allottee(s)’ for recovering the same.
- f) After the possession of the said Premises is handed over to the ‘Purchaser(s)/Allottee(s)’ if any additions or alterations in or about or relating to the Buildings are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the purchasers of various premises in the Buildings at his/her/their own costs and the Promoter/Developers shall not be in any manner liable or responsible for the same.
- g) The Garodia Nagar Mahavir Kutir Co-operative Housing Society shall take over complete responsibility for the management of the Buildings and shall be solely responsible for collections of dues from its members and for the disbursement of such collections in relation to Building along with the said property on which the Building stands including payment of property taxes, cess, municipal taxes, salaries of the employees charged with the duties for the maintenance of the said property and the security of the building to the intent that the said property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the Co-operative Society fails to perform its obligations mentioned hereinabove the Promoter/Developer in any event shall stand absolved from its responsibility of managing the building, receiving and paying the outgoings

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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including the property taxes, cesses, Municipal taxes and other incidental charges connected with the maintenance and security of the Building. The Purchaser/s shall ensure by executing any document or documents or doing all acts, deeds and things as he/she/they may be required to do by the Promoter/Developers that such obligations as aforesaid are undertaken and performed by the Society or being his/her/their successor in interest and failure or lapse on the part of the Purchasers in so doing shall entitle the Promoter/Developers to rescind this Agreement and the consequences of recession as envisaged hereafter shall follow.

- 9. The Promoter/Developer shall not be liable to pay any maintenance or common expenses in respect of the unsold premises. The Promoter/Developer shall however bear and pay the municipal taxes and dues of the corporation for the same from the date of occupancy certificate.
- 10. Any delay or indulgence by the Promoter/Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Promoter/Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Promoter/Developers.
- 11. All payments, which are to be made under this Agreement, shall be made/effected by Account Payee Cheques/RTGS/NEFT drawn in favour of the Promoter/Developer and payable at Mumbai/Thane, and no payments made otherwise than as aforesaid, shall be valid or binding upon the Promoter/Developers. Further, no receipts for any payments shall be valid or binding unless it is issued by the Promoter/Developers on their printed letterhead/receipt form and duly signed.

Developer/Promoter	'Allottee(s)/Purchaser(s)'

12. TDS Certificate in form of 16B is required to be issued by the Purchaser as a final confirmation of credit to the Promoter/Developers in respect of the taxes deducted and deposited into the Government Account.
13. The /Promoter/Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the buildings of which the said premises form part and the Purchaser/s shall have no right to object to the same.

CHAPTER -21

PLACE OF EXECUTION

1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office some other place, which may be mutually agreed between the Promoter and the 'Purchaser(s)/Allottee(s)' in Mumbai City after the Agreement is duly executed by the 'Purchaser(s)/Allottee(s)' and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.
2. The Allottee and/or Promoter shall present this Agreement at the proper registration office of Sub-Registrar of Assurances within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
3. All notices to be served on the 'Purchaser(s)/Allottee(s)' and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the 'Purchaser(s)/Allottee(s)' or the Promoter by Registered Post

Developer/Promoter	'Allottee(s)/Purchaser(s)'

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A.D/Speed Post notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:

Allottee’s Address:

Notified Email ID:

&

Name of the Promoter: **M/S. VARDHAMAN INFRA REALTY PRIVATE LIMITED.**

Office No. 802, East Point, 90 feet road, Ghatkopar East, Mumbai: 400075.

Notified Email ID: info@thevardhamangroup.in

It shall be the duty of the ‘Allottee(s)/ Purchaser(s)’ 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/Speed Post/Email 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.

CHAPTER -22

MEMBERSHIP TO THE SOCIETY:

a) The formation of a new Society shall not be required as the said Project is under redevelopment by the demolition of the building of the said Society which has been formed by the existing members. The Developer shall cause the Society to admit and the Society shall admit the Allottee as its members within a period of 3 months of receipt of occupation certificate of the New Building and after completion of entire development subject to the Allottee having paid all the amounts due under this Agreement to the Developer and on the direction of Developer.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

b) At the time of being admitted as a member of the Society, in addition to the share application money and entrance fees, the Allottee/s shall be liable to contribute proportionate amount of the sinking fund/ general fund at the time of admission. The Allottee/s shall also sign and execute requisite application and other documents as may be required by the Society to admit Allottee as its member.

CHAPTER -23

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 Flat’, as the case may be.

CHAPTER -24

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER

Wherever in this Agreement it is stipulated that the ‘Purchaser(s)/Allottee(s)’ has to make any payment, in common with other ‘Purchaser(s)/Allottee(s)’ in Project, the same shall be in proportion to the carpet area of the ‘Said Flat’ to the total carpet area of all the ‘Said Flat’ in the Project.

CHAPTER -25

RIGHT TO AMEND

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

This Agreement shall not be altered, modified, varied, or amended in any manner whatsoever except through a written instrument duly executed and signed by all the Parties hereto. Any oral understanding, verbal representation, or informal communication shall not be deemed valid or enforceable for the purpose of effecting any change to this Agreement. All amendments must be reduced to writing, clearly setting out the agreed terms, and shall be binding to the Parties, evidenced by their respective signatures or digital authentication, as may be legally permissible.

CHAPTER -26

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 Redevelopment shall equally be applicable to and enforceable against any subsequent ‘Purchaser(s)/Allottee(s)’ of the in case of a transfer, as the said obligations go along with the ‘Said Flat’ for all intents and purposes.

CHAPTER -27

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.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

CHAPTER 28

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter/Developer executes this Agreement No mortgage or create a charge on the ‘Said Flat’ shall be created 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 Flat’ subject to if the ‘Allottee(s)/ Purchaser(s)’ have not created any default.

CHAPTER -29

STAMP DUTY & REGISTRATION CHARGES

The charges towards stamp duty fees and registration of this agreement have been borne and paid by the promoter.

CHAPTER -30

DISPUTE RESOLUTION

Any dispute or difference between the parties in relation to this agreement and/or the terms hereof shall be settled amicably. In case of failure to settled such dispute or difference shall be referred to the authority as per the provisions of the RERA amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

CHAPTER -31

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

GOVERNING LAWS

This Agreement and the rights, entitlements and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the India as applicable in Mumbai City and the courts of the law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this agreement.

FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Land admeasuring 677.00 sq. mtrs. Alongwith building standing thereon namely, Mahavir Kutir ‘Said Building’ being the society namely, The Garodia Nagar Mahavir Kutir Co-operative Housing Society Ltd. ‘Society” Situated on Plot No.27, a Garodia Nagar, Ghatkopar (East), Mumbai – 400 077’ Said Land’. Bearing C.T.S No. 195/28, Survey No. 249, Hissa No.4 (part) and bounded by :

On or towards North:- Garden

On or towards South :- Road

On or towards West: Road

On or Towards East:- Ankur Co-op. Hsg. Soc. Ltd.

Flat No._____ admeasuring _____ sq. mtrs carpet area equivalent to _____ RERA Sq. ft. Carpet Area on __ floor of Building known as ‘Vardhaman Ananda’ of the Society The Garodia Nagar Mahavir Kutir Co-operative Housing Society Limited being constructed on the said property more particularly described in the First Schedule hereinabove referred.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

THE SECOND SCHEDULE ABOVE REFERRED TO: -

(DESCRIPTION OF THE FLAT)

Second Schedule Above Referred to
~~Here set out~~ the nature, extent and description of common areas and facilities.

A) Description of the common areas provided:

Sr. No.	Type of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided (SQMT)
1.	Entrance Lobby			40.470
2.	Staircase,Lift,Lobby,Passage Premium on each floor			27.03
3.	Staircase,Lift,Lobby,Passage Premium on Third floor			34.51

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

Sr No.	Type of facilities/amenities provided	Phase name/n umber	Proposed Date Of Occupancy Certificate	Proposed date of handover to Society	Size/area of the facilities/ amenities (sqmt)	FSI utilized or free of FSI
1.	Society office				19.44	
2.	Fitness center				40.16	

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

Sr No.	Type of facilities/amenities provided	Phase name/number	Proposed Date Of Occupancy Certificate	Proposed date of handover to the Society	Size/area of the facilities/ amenities	FSI utilized or free of FSI
1.						
2.						
3.						

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed date of availability for use	Proposed date of hand over to the Society
1.	RG		67.70 SQMT		

E) Details and specifications of the Lifts:

Sr. No.	Type of Lift (passenger/service/st retcher/goods/fire/ev acuation/ any other)	Total No. of Lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (mtr/sec)
1.	Fire lift	01	08 nos.(544 kg)	1m/sec
2.	Passenger lift	01	08 nos.(544 kg)	1m/sec

Note:

At ‘A’: to provide the details of the common areas provided for the project.

At ‘B’: to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At ‘C’: to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At ‘D’: to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At ‘E’: to provide the details and specifications of the lifts.

THE THIRD SCHEDULE ABOVE REFERRED TO:-

(DESCRIPTION OF THE CAR PARKING)

Surface Car Parking No._____ admeasuring area _____ length _____ x Breadth_____ on __level of Basement/Podium of Building known as ‘Vardhaman Ananda’ of the Society, The Garodia Nagar Mahavir Kutir Co-operative Housing Society Limited being constructed on the said property more particularly described in the First Schedule hereinabove referred.

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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THE THIRD SCHEDULE ABOVE REFERRED TO:-

(PAYMENT DETAILS)

CONSTRUCTION MILESTONE	PERCENTAGE (<i>not exceeding</i>)	AMOUNT
Before Execution of Agreement	10%	
On Execution of Agreement	30%	
Plinth Completion	45%	
Completion of slabs (Stage wise)	70%	
Completion of Brick Work walls, internal plaster, floorings doors and windows	75%	
Completion of Sanitary fittings, staircases, lift wells, lobbies	80%	
Completion of Electrical Work	85%	
Completion of external plumbing and external plaster, elevation, terraces with waterproofing	90%	
Completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,	95%	
On possession of Premise	100%	

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

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THE FOURTH SCHEDULE ABOVE REFERRED TO: -

(INTERNAL SPECIFICATION)

Sr. No.	Particulars	Details
	LIVING ROOM	
1	Eg. Vitrified Flooring	
	KITCHEN	
	TOILET	
	BEDROOM	

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

PROVISIONAL DRAFT

THE FIFTH SCHEDULE ABOVE REFERRED TO:-

(COMMON AREA AND FACILITIES)

Sr. No.	Particulars	Details

THE SIXTH SCHEDULE ABOVE REFERRED TO:-

(COMMON AMMNITES)

SR. NO.	PARTICULARS
1	Fitness Centre

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective signatures and hands to this Agreement on the day, month and year and at the place first hereinabove mentioned.

SIGNED, STAMPED AND DELIVERED
By within named “DEVELOPER/PROMOTER”
M/S. VARDHAMAN INFRA REALTY PRIVATE LIMITED
Through its Managing Director
MR. SAHIL BIPIN MEHTA

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

PROVISIONAL DRAFT

Vide resolution dated ____/____/2025.

Photo	Signature	Thumb

In the presence of :-

WITNESS :-

Sr. No.	Witness Name	Signature
1.		
2.		

SIGNED, STAMPED AND DELIVERED
By within named “ALLOTTEE(S)/PURCHASER(S)”
MR./MRS./MISS/M/S

Photo	Signature	Thumb

In the presence of :-

WITNESS :-

Developer/Promoter	‘Allottee(s)/Purchaser(s)’

PROVISIONAL DRAFT

Sr. No.	Witness Name	Signature
1.		
2.		

DATED ____ DAY OF _____,2025

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AGREEMENT FOR SALE

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Between

M/S. Vardhaman Infra Realty Pvt. Ltd.
... Promoter/Developer

And

Mr./Mrs./Miss/M/s. _____
... Purchaser(s)/Allottee(s)



Developer/Promoter	‘Allottee(s)/Purchaser(s)’

PROVISIONAL DRAFT

Developer/Promoter	'Allottee(s)/Purchaser(s)'