Ward No.	:-		
Village	:-	DONE	
Market Value	:-	Rs.	
Actual Value	:-	Rs.	
Stamp Duty	:-	Rs.	
Flat/shop Area		:-	Sq. Mtrs. [Carpet]

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at Village – DONE, Taluka – Ambernath, Dist - Thane; on this _____day of _____ 2023.

BETWEEN

VARDHMAN REALTY [PAN NO. AANFV4539N] a Partnership Firm Through its Partner **MR. VINAY SHAH, Age 37 Years, Occu Business,** Office/at:- shop no.73, plot no-01, vindhya commercial, sec-11, cbd belapur, Navi Mumbai- 400614 Hereinafter called and referred to as the **Promoterss/ Builders** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the **ONE PART.**

A N D

1) MR./MRS._____ Aged _____ Years,
2) MR./MRS._____ Aged _____ Years, **R/at:-**
_____
_____
Hereinafter referred to as "the **FLAT/SHOP PURCHASER/S/ALLOTTEE"** (Which expression shall unless the context does not so admit includes his/her/their heirs, executors, administrators and assigns) of the **OTHER PART.**

AND WHEREAS Land bearing Survey No. 71, Hissa No. 8B Admeasuring area 0H-12R-5P Asst 0Rs. 13 Paise Situated at Village **DONE,** Tal–Ambernath Dist-Thane within local limit of Done Grampanchayat & Sub Registrar Ulhasnagar-2,3,4. **(Schedule of Property No. I).**

AND WHEREAS Land bearing Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-10R-00P, Asst 0Rs. 64 Paise, Situated at Village **DONE,** Tal–Ambernath Dist-Thane within local limit of Done Grampanchayat & Sub Registrar Ulhasnagar-2,3,4. **(Schedule of Property No. II).**

AND WHEREAS Land bearing Survey No. 71, Hissa No. 8A Admeasuring area 0H-41R-50P, Asst 0Rs. 06 Paise, Situated at Village **DONE,** Tal–Ambernath Dist-Thane within local limit of Done Grampanchayat & Sub Registrar Ulhasnagar-2,3,4. **(Schedule of Property No. III).**

AND WHEREAS Land bearing Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-06R-00P, Asst 0Rs. 64 Paise, Situated at Village **DONE,** Tal–Ambernath Dist-Thane within local limit of Done Grampanchayat & Sub Registrar Ulhasnagar-2,3,4. **(Schedule of Property No. IV).**

AND WHEREAS Sale deed Dated 14/09/2016 which is duly registered at the Office of Sub-Registrar Ulhasnagar-2 at Sr. No. 9160/2016, between 1.Shri. Vijay Amrutrao Salvi, 2.Shri. Rushikesh Ankuksh Dalvi (**As Owners**) & Shri. Harilal V. Shah, **(As Purchaser).** The Owners have sold the land bearing Survey No. 71, Hissa No. 8B Admeasuring area 0H-12R-5P Asst 0Rs. 13 Paise, Situated at Village **Done,** Tal. - Ambernath, Dist. - Thane within local limits of Done Gram Panchayat and Sub - Registrar Ulhasnagar - 2/3/4 **(Schedule of Property No. I).**

AND WHEREAS Sale deed Dated 28/12/2017 which is duly registered at the Office of Sub-Registrar Ulhasnagar-2 at Sr. No. UHN2-16556/2027, between Shri.Wamanrao Anantrao Rane and Others 15 (**As Owners**) & Vardhman Realty through its Partners 1.Shri. Harilal Velji Shah, 2.Mrs. Daksha Harilal Shah, 3.Mrs. Ruchi Vinay Shah, 4.Shri. Vinay Harilal Shah, **(As Purchaser).** The Owners have sold the land bearing Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-10R-00P, Asst 0Rs. 64 Paise, Situated at Village **Done,** Tal. - Ambernath, Dist. - Thane within local limits of Done Gram Panchayat and Sub - Registrar Ulhasnagar - 2/3/4 **(Schedule of Property No. II).**

AND WHEREAS Sale deed Dated 09/03/2021 which is duly registered at the Office of Sub-Registrar Ulhasnagar-2 at Sr. No. UHN2- 4329/2021, between Shri.Wamanrao Anantrao Rane and Others 15 (**As Owners**) & Vardhman Realty through its Partners 1.Shri. Harilal Velji Shah, 2.Mrs. Daksha Harilal Shah, 3.Mrs. Ruchi Vinay Shah, 4.Shri. Vinay Harilal Shah, **(As Purchaser).** The Owners have sold the land bearing Survey No. 71, Hissa No. 8A Admeasuring area 0H-41R-50P, Asst 0Rs. 06 Paise, Situated at Village **Done,** Tal. - Ambernath, Dist. - Thane within local limits of Done Gram Panchayat and Sub - Registrar Ulhasnagar - 2/3/4 **(Schedule of Property No. III).**

AND WHEREAS Development Agreement dtd. 28/12/2017 duly registered at the office of Sub-registrar Ulhasnagar-2 at serial No. UHN2-16558/2017 between 1.Shri.Vishwanath Gajanan Palande, 2.Shri.Nitin Gajanan Palande (As Land Owners) & Vardhman Realty through Its Partner 1) Shri. Harilal Velji Shah, 2) Mrs. Daksha Harilal Shah through her POA Holder Shri. Harilal Velji Shah, 3) Mrs. Ruchi Vinay Shah through her POA Holder Shri. Vinay Harilal Shah, 4) Shri. Vinay Harilal Shah, (As a Developers). The said land owners have granted development rights of the said lands bearing **Survey No. 71, Hissa No. 8A** Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-06R-00P, Asst 0Rs. 64 Paise, Situated at Village **DONE,** Tal. - Ambernath, Dist. - Thane According to the said Development Agreement, the land owners have

granted development right in favour of Developer for kind consideration of area admeasuring 40%. Built Up Saleable Area as Free of cost. And refundable security deposit of Rs.4,00,000/- (Rupees Four Lakhs Only). **(Schedule of Property No. IV).**

AND WHEREAS Power of Attorney dtd. 28/12/2017 duly registered at the office of Sub-registrar Ulhasnagar-2 at serial no. 16559/2017 between 1.Shri.Vishwanath Gajanan Palande, 2.Shri.Nitin Gajanan Palande (As Land Owners) & Vardhaman Realty through Its Partner 1) Shri. Harilal Velji Shah, 2) Mrs. Daksha Harilal Shah through her POA Holder Shri. Harilal Velji Shah, 3) Mrs. Ruchi Vinay Shah through her POA Holder Shri. Vinay Harilal Shah, 4) Shri. Vinay Harilal Shah, (As a Developers). And then Mr.Vishwanath Gajanan Palande was died on 13/04/2020 and his legal heirs i.e. 1.SMT. VISHAKHA VISHWANATH PALANDE [WIFE] AND MASTER DHEERAJ VISHWANATH PALANDE [SON] appointed VARDHAMAN REALTY to their power of attorney holder to and transfer their all rights of development and said Power of Attorney dtd. 22/12/2023 duly registered at the office of Sub-registrar Ulhasnagar-2 at serial no. UHN2-17257/2023 between 1.SMT. VISHAKHA VISHWANATH PALANDE AND MASTER DHEERAJ VISHWANATH PALANDE (As Land Owners) & Vardhman Realty through Its Partner 1) Shri. Harilal Velji Shah, 2) Mrs. Daksha Harilal Shah through her POA Holder Shri. Harilal Velji Shah, 3) Mrs. Ruchi Vinay Shah through her POA Holder Shri. Vinay Harilal Shah, 4) Shri. Vinay Harilal Shah, (As a Developers). The said land owners have granted development rights of the said lands bearing **Survey No. 71, Hissa No. 8A** Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-06R-00P, Asst 0Rs. 64 Paise, Situated at Village **DONE,** Tal. - Ambernath, Dist. -Thane for development and also other rights mentioned therein in the said power of attorney in favour of developers. **(Schedule of Property No. IV).**

AND WHEREAS **Partnership Deed** dated 25th Jan 2016 between 1) Harilal Velji Shah, 2) Daksha Harilal Shah, 3) Ruchi Vinay Shah, 4) Vinay Harilal Shah all the four partners carried the said firm according to the terms and conditions mentioned in the said Partnership Deed and in the name & style of **Vardhaman Realty**.

AND WHEREAS Building Construction Permission granted by Collector of Thane by order bearing No. MAHASUL/KAKSHA-1/T-14/BP/SR-40/2021 on dated 06/02/2024 And thus, the said authority has granted construction permission for Part, Ground Floor Commercial Use and First Floor + Seven Floor, A, B, C, D, E Wing for Residential Use. The copy of the 7/12 Extract showing the name of the owners as the Owners of the said land is annexed hereto. **AND WHEREAS** Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; **AND WHEREAS** the Promoters is in possession of the project land.

AND WHEREAS the Promoters has proposed to construct on the project land under their project named and marketed as "YASHODA VRUNDAVAN COMPLEX" (hereinafter referred to as "the said Complex") on the said land bearing 1] Survey No. 71, Hissa No. 8B Admeasuring area 0H-12R-5P Asst 0Rs. 13 Paise, 2] Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-10R-00P, Asst 0Rs. 64 Paise, 3] Survey No. 71, Hissa No. 8A

Admeasuring area 0H-41R-50P, Asst 0Rs. 06 Paise, 4] Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-06R-00P, Asst 0Rs. 64 Paise, Situated at Village **DONE**, Tal–Ambernath Dist-Thane (more particularly set out and described in the 'FIRST SCHEDULE' written hereunder)

AND WHEREAS while sanctioning the said Plans, has land down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoterss while developing the said land and the said buildings, which shall have to be duly observed and performed.

AND WHEREAS Allotted/s is/are offered **Flat/shop bearing No. _____, on _____Floor, (along with the said Flat/shop)** (hereinafter referred to as the **"SAID FLAT/SHOP"**) in the complex Known As **"**YASHODA VRUNDAVAN COMPLEX**"** (hereinafter referred to as the **"SAID COMPLEX"**) which is to have area of **_____ Sq. Meters + Exclusive Area _ Sq. Meters, Total Carpet Area _____ Sq. Meters.** constructed in the phase of said project by the Promoters.

AND WHEREAS the Promoters has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS RERA Certificate also issued by the MAHARERA on _____vide its **REGISTRATION NO. _____**in favour of **VARDHAMAN REALTY.**

The copy of the 7/12 Extract showing the name of the owners as the Owners of the said land is annexed hereto.

AND WHEREAS Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; **AND WHEREAS** the Promoter is in possession of the project land.

AND WHEREAS the Promoters has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

AND WHEREAS by virtue of the Sale Deed the Promoters has sole and exclusive right to sell the Flat/shops/Shops (Apartments) in the said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flat/shop s (Apartments) to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoters has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications

prepared by the Promoters's Architects/Engineer **"Mr. SACHIN POTDAR"** and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2017 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoters, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Flat/shop s (Apartments) are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto. AND WHEREAS the authenticated copies of the sanctioned plans of the building by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat/shop/Shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Promoterss have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of **Flat/shop No. _____, on _____ Floor, in A/B/C/D/E/F Wing,** in the building known as as **"_____"** being constructed in the said Project. AND WHEREAS the carpet area of the said Flat/shop/Shop **Area _____ Sq. Meters + Exclusive Area _____Sq. Meters, Total Carpet Area _____Sq. Meters.** and "carpet area" means the net usable floor area of Flat/shop (Apartment), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/shop .

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs._____/- (Rupees _____ Only)**, being part payment of the sale consideration of the Flat/shop agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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

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

1. The Promoters shall construct the said building/s consisting of building for construction of Building upon said land on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee **Flat/shop No. _____, on _____Floor, in A/B/C/D/E/F Wing, Area admeasuring _____ Sq. Metres Carpet** complex known as **"_____ _____"** (hereinafter referred to as "the Flat/shop") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. _____/- (Rupees _____Only).**

(ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee **Flat/shop bearing Nos. _____** situated at **DONE,** being constructed in the layout for the consideration of **Rs. _____/- (Rupees _____Only).**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** i.e. 10% of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount

of **Rs...../- (Rupees** ..... **Only)** in the following manner :-

i. 20% of the total consideration to be paid to the Promoters after the execution of Agreement.

ii. 15% of the total consideration to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Flat/shop is located.

iii. 25% of the total consideration to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/shop is located.

iv. 10% of the total consideration to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/shop (Apartment) is located.

v. 5% of the total consideration to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat/shop .

vi. 5 % of the total consideration to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/shop.

vii. 5% of the total consideration to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/shop is located.

viii. 5 % against and at the time of handing over of the possession of the Flat/shop (Apartment) to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Registration will be acceptable only after the P.D.C. cheques are cleared i.e. received in full payment. Otherwise the registration/deal is cancelled.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T Charges similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat/shop (Apartment).

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies

imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

1(g) The Promoters 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/shop/Shop (Apartment) to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/shop/ Shop (Apartment).

2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Flat/shop/ Shop (Apartment) to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above (“Payment Plan”).

3. If the Promoters fails to abide by the time schedule for completing the project and handing over the Flat/shop/ Shop (Apartment) to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

4 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/shop (Apartment) which may till then have been paid by the Allottee to the Promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoters in the said building and the Flat/shop (Apartment) as are set out in Annexure 'E', annexed hereto.

6. The Promoters shall give possession of the Flat/shop (Apartment) to the Allottee on or before _____. If the Promoters fails or neglects to give possession of the Flat/shop (Apartment) to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/shop (Apartment) with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/shop (Apartment) on the aforesaid date, if the completion of building in which the Flat/shop (Apartment) is to be situated is delayed on account of (i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat/shop/Flat/shop (Apartment), to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the Flat/shop/Flat/shop (Apartment) to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.

The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat/shop (Apartment) within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat/shop s (Apartments) are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Flat/shops/Flat/shops (Apartments)** : Upon receiving a written intimation from the Promoters as per clause 7.1 the Allottee shall take possession of the Flat/shop (Apartment) from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat/shop (Apartment) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Flat/shop (Apartment) or any part thereof or permit the same to be used only for purpose of *residence/commercial/office/show-room/godown for

carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flat/shop s (Apartments) in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee.

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

9.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat/shop (Apartment) is situated.

9.2 The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Flat/shop (Apartment) is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share [i.e. in proportion to the carpet area of the Flat/shop (Apartment)] of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs...../- per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of

lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises shall pay to the Promoters Rs _____which includes the following :-

(i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Deposit towards Water, Electric, and other utility and services connection charges

(v) Electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoters a sum of Rs..... /- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee as follows:

i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat/shop (Apartment) to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/shop (Apartment) may come, hereby covenants with the Promoters as follows :-

i. To maintain the Flat/shop (Apartment) at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/shop (Apartment) is taken and shall not do or suffer to be done anything in or to the building in which the Flat/shop (Apartment) is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/shop (Apartment) is situated and the Flat/shop (Apartment) itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/shop (Apartment) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/shop (Apartment) is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/shop (Apartment) is situated, including entrances of the building in which the Flat/shop (Apartment) is situated and in case any damage is caused to the building in which the Flat/shop (Apartment) is situated or the Flat/shop (Apartment) on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/shop (Apartment) and maintain the Flat/shop (Apartment) in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/shop (Apartment) is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat/shop (Apartment) or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/shop (Apartment) or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/shop (Apartment) is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/shop (Apartment) is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other

structural members in the Flat/shop (Apartment) without the prior written permission of the Promoters and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/shop (Apartment) is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/shop (Apartment) in the compound or any portion of the project land and the building in which the Flat/shop (Apartment) is situated.

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/shop (Apartment) by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/shop (Apartment) until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/shop s/Flat/shops (Apartments) therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/shop (Apartment) in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat/shop (Apartment) is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others,

at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat/shop (Apartment) is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by

the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/ building, as the case may be.

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

22. **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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Flat/shop s/Flat/shops (Apartments) in the Project.

24. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Badlapur.

26. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

Name of Allottee _____

_____

(Allottee's Address) **R/at:-** _____

Notified Email ID:_____

M/s Promoters name **:** **VARDHMAN REALTY** Through its Partner **MR.** _____**Office/at**:- _____

Notified Email ID: _____

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

28. **JOINT ALLOTTEES**

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be

referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

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

THE FIRST SCHEDULE ABOVE REFERRED TO

That piece of land lying being and situated at Village DONE, Taluka–Ambernath, District – Thane, Maharashtra; within the local limit of Done Grampanchayat bearing **Flat No. _____, on _____ Floor, in A/B/C/D/E/F Wing**, in the building known as **"YASHODA VRUNDAVAN COMPLEX"** which is to have area _____**Sq. Meters + Exclusive Area _____Sq. Meters, Total Carpet Area _____Sq. Meters**. constructed on 1] Survey No. 71, Hissa No. 8B Admeasuring area 0H-12R-5P Asst 0Rs. 13 Paise, 2] Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-10R-00P, Asst 0Rs. 64 Paise, 3] Survey No. 71, Hissa No. 8A Admeasuring area 0H-41R-50P, Asst 0Rs. 06 Paise, 4] Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-06R-00P, Asst 0Rs. 64 Paise, Situated at Village DONE, Tal–Ambernath Dist-Thane.

And collectively bounded as follows :-

On or towards East :
On or towards West :
On or towards South : — **As Per Record**
On or towards North :

-:THE SECOND SCHEDULE ABVOE REFFERED TO :-

Proportionate common area and facilities area of immediate landing area abutting the main door after landing on the said floor prorate right along with all Flat/shop/purchasers of the premises in the said property in limited common area i.e. to say staircase landing entrance hall Terrace, Compound lobbies passage.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED BY

The Within named **PROMOTERS**

VARDHMAN REALTY

Through its Partner

MR. _____, _____

SIGNED & DELIVERED BY

The Within named **THE FLAT/SHOP/FLAT/SHOP**

FLAT/SHOP PURCHASER/S / ALLOTTEES

1. _____, _____

2. _____, _____

Witness :-

Sign _____

1. Name :- _____

R/at:- _____

_____

Sign _____

2. Name :- _____

R/at:- _____

_____

RECEIPT

RECEIVED of from the Flat/shop Purchaser / Allottee above named the sum of **Rs._____/- (Rupees _____Only)** by cheque in following manner:-

Amount	Cheque/Ref. No.	Date	Bank Name
Total amount of Rs.			

In regarding **Flat No. ____, on _____ Floor, in A/B/C/D/E/F Wing**, in the building known as **"YASHODA VRUNDAVAN COMPLEX"** which is to have area _____ **_____Sq. Meters + Exclusive Area _____ Sq. Meters, Total Carpet Area _____ _____ Sq. Meters**. out of **__ SQ. MTRS.** constructed on **1] Survey No. 71, Hissa No. 8B Admeasuring area 0H-12R-5P Asst 0Rs. 13 Paise, 2] Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-10R-00P, Asst 0Rs. 64 Paise, 3] Survey No. 71, Hissa No. 8A Admeasuring area 0H-41R-50P, Asst 0Rs. 06 Paise, 4] Survey No. 71, Hissa No. 8A Admeasuring area 0H-57R-50P out of this title subject to area admeasuring 0H-06R-00P, Asst 0Rs. 64 Paise, Situated at Village DONE,** Tal. - Ambernath, Dist. - Thane being the sum of earnest part payment paid to us as within mentioned.

Rs.
I say Received
Sign

VARDHMAN REALTY

Through its Partner

MR. _____

Witness:-

Sign _____

1. Name :- _____

Sign _____

2. Name :- _____

ANNEXURE

List of Amenities

1) Good Quality Flooring in all Rooms with matching skirting.

2) Designer Glaze Tiles in Bathrooms and W.C.

3) Green Marble top Kitchen Platform with S.S. Sink.

4) Glazed Tiles in Kitchen window Level.

5) Marble Frame for W.C. & Bath Doors & all Windows.

6) Aluminum Sliding Windows.

7) Concealed wiring with attractive switches.

8) Quality Factory made main Door with Wooden Frame & Good Quality Flushed Doors.

9) Concealed Plumbing, Quality Sanitary Ware & Fittings.

10) All Exterior Walls finished with Plaster & Paint with good Quality Paint.

11) All Rooms Paint by Good Distemper Paint.

12) Flat/shops Amenities- Shutter, Light Meter, Light Connection & Common Toilet.

Exclusive facility	* Inc. Balcony adm. _____Sq.Mtrs. C.B. _____Sq.Mtrs.

	F.B _____ Sq.Mtrs.