AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai on this _____**day of**_____**, in the year**_____**.**

BETWEEN

M/S. VIGHNAHARTA DEVELOPERS, a Proprietor ship Firm, having PAN AAJPC0344A, through its Proprietor **MR. AJIT SAKHARAM CHAVAN**, having its Office at 200/2953, Group No. 8/B, Near Yashwant Hospital, Tagore Nagar, Vikhroli East, Mumbai – 400 083, hereinafter referred to as **"the DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, executors, assigns and survivors) of the **ONE PART;**

AND

(1) MR/MRS. _____,
Aged –_____Years, having PAN_____,
(2) MR/MRS. _____,
Aged –_____Years, having PAN_____,
(3) MR/MRS._____, Aged – _____
Years, having PAN_____, Indian Inhabitant, residing at

_____
_____
_____
_____
_____
_____

OR

_____,
having PAN_____, a Company incorporated under the Indian Companies Act, 1956, having its registered office at _____, by its duly authorized Director _____

OR

_____,
having PAN_____, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its registered office at _____ by its duly authorized Partner _____

OR

_____LLP, having PAN _____, a Limited Liability Partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____ by its duly authorized Partner _____

hereinafter referred to as **"the PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of a/an: (i) Individual/s his/her or their respective heirs, successors, executors, administrators and assigns, (ii) Limited Company or a body corporate its successors and assigns, (iii) Partnership Firm the partners for the time constituting the firm and the survivor or survivors of them and his/her/their permitted assigns (iv) Limited Liability Partnership its successors and assigns, the Party of the **OTHER PART**.

The Purchaser/s and the Developers are hereinafter collectively referred to as the **"Parties"** and each a **"Party"**.

WHEREAS: -

A. Prior to December 1977, the Maharashtra Housing Board (formerly the Bombay Housing Board [B. H. B.]) a statutory body duly constituted under the Maharashtra Housing Board Act. 1948 (BOM.LXIX of 1948) (hereinafter referred to as "the Board") was the owner of, and or well and sufficiently entitled to a large tract of land situate at Vikhroli (East), Mumbai-400083;

B. The said Maharashtra Housing Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority (MHADA) a statutory corporation constituted under the Maharashtra Housing and Area Development Act. 1976 (Maharashtra XXVIII of 1977) having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai – 400 051 (hereinafter referred to "MHADA" or "Authority"), duly constituted with effect from the 5th day of December, 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5th December, 1977, of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 15 of the said Act;

C. The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mts) situated at Tagore Nagar, Vikhroli (East), Mumbai-400083 in the Revenue and Registration District of Mumbai Suburban District. Hereinafter called "the said Land";

D. The said land became the property of the said Authority and all rights, liabilities and obligations of the Board as aforesaid in relation to the said land have become the rights, liabilities and obligation of the said Authority;

E. Persistent demands were made by the occupants/allottees of tenements constructed across India, that the tenements constructed for them under the said scheme of the Government of India by the various housing authorities and allotted to them on rental basis be converted into ownership basis and sold to them;

F. In the conference of the Housing Ministers of all the States in India held at Calcutta in the month of December, 1975, it was recommended to the Government of India, to consider the transfer of the tenements constructed under the said scheme to the occupants of the said tenements on ownership basis, by giving them an opportunity to pay for the said tenements, in suitable installments, as it was found that it was practically impossible, to dispossess superannuated workers or the allottees, who had crossed the prescribed income limit and consequently had become ineligible for retention of the tenements in their occupation;

G. The Government of India after considering the entire problem permitted the State Governments to transfer such tenements on certain conditions laid down by the Government of India in this behalf;

H. On the basis of the guidelines laid down by the Government of India, the Government of Maharashtra, inter-alia, directed that the buildings built by the housing board and other agencies under certain schemes should be offered for sale on "as is and where is basis" to the authorized and / or un-authorised occupants, whose occupation was to be regularized on their paying a penalty amounting to 50% of the cost of the tenements in lump sum for residential purpose on the basis of hire purchase after the occupants of such tenements had formed a Co-operative Housing Society;

I. The allottees of the Rooms in Bldg. No. 10 at Tagore Nagar, Vikhroli (East), Mumbai-400 083 have formed themselves into a Co-operative Housing Society named the "Tagore Nagar Kaivalyadham Co-operative Housing Society Ltd." (hereinafter referred to as the "said Society"), being the Society herein;

J. The said Authority as the successor of the said Board was the owner of and/or otherwise well and sufficiently entitled to the said building and the said building was the absolute property of the said Authority;

K. The said Authority by an Indenture of Lease dated 30th January 2017 registered with the Sub-Registrar, Kurla under No.4/984/2017

(hereinafter referred to as the "said Lease"), granted lease in respect of the said land Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mts) situated at Tagore Nagar, Vikhroli (East), Mumbai - 400083, in favour of the said Society, for a term of 30 years, renewable twice on the terms & condition determined by the Authority from time to time, commencing from the 1st April 1994 for the lease rent of Rs. 480/- (Rupees Four Hundred Eighty only) per annum on the terms and conditions, more particularly set out in the said Lease;

L. The said building being building No. 10, situated at Tagore Nagar, Vikhroli (East), Mumbai, consisting of ground + 3 floors with 32 tenements, constructed on the said land (hereinafter referred to as the "Existing Building") was conveyed, sold and transferred to the Society, by a Deed of Sale dated 30th January 2017 executed between the said Authority and the Society, duly registered with the Sub-Registrar, Kurla, under No. 4/985/2017, for the consideration and on the terms and conditions set out therein;

M. The said Society viz. "Tagore Nagar Kaivalyadham Co-operative Housing Society registered in Mumbai under Maharashtra Co-operative Society Act, 1960 is well sufficiently seized and possessed off or well sufficiently to Existing Building viz. Building No.10 consisting of ground + 3 floors standing on the said Land consisting of 32 Residential tenements bearing Room Nos.297 to 328 each having a carpet area 217.65 sq. ft. i.e. 20.22 sq. meters and the aggregate carpet consumed in the construction of the Existing Building is 674.04 sq. meters i.e. 6964.80 sq. ft. and the total Building plinth area is 10426.56 sq. ft. i.e. 968.64 sq. meters along with the leasehold rights under the said Lease in respect of the said Land bearing Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mts) situated at Tagore Nagar, Vikhroli (East), Mumbai-400 083 in the Revenue and Registration District of Mumbai Suburban District. (the said Existing Building together with said Land and more particularly described in the First Schedule hereunder written and hereinafter collectively referred to as "the said Property") for the sake of brevity;

N. The Society and the Members have represented and declared to the Developers that the lease of the said Land is valid, subsisting and in full force and the Society has paid the yearly rent due to MHADA till date and observed, performed, carried out and complied with all the terms and conditions and covenants contained in the said Lease and that the Society has not committed any breach of whatsoever nature in respect thereof;

O. The said existing building is above 50 years old and the same is in a dilapidated and dangerous condition and is beyond repairs and is required to be demolished. The society does not have adequate funds for the same and the members are not in a position to make the contribution required for the reconstruction and/or repairs required to arrest the deterioration of the Building;

P. The Developers intend to re-develop the said Property by constructing multistoried residential cum commercial building and also entitled to sell residential flats and commercial shops of Developers' Sale Premises in the building to be constructed thereon to the prospective Purchaser/s on "ownership basis" subject to the terms and conditions of this agreement;

Q. The said Society at its Extra Ordinary General Body meeting held on 19/04/2017 by a majority resolution passed, thereat resolved and authorized the Developers to undertake the said Project. A copy of the said unanimous resolution is annexed hereto and marked as **Annexure "A"** and also to entrust the Development Rights in respect of the said Property to the Developers on mutually agreed terms and conditions thereto and to obtain necessary permissions and sanctions from the concerned authorities including the said Authority and take all necessary steps for the purpose of redevelopment of the said Property and implementation of the proposed Redevelopment Scheme in accordance with the prevailing Development Control Regulations, 1991, as amended from time to time. The Developers is also authorised to assign the rights of this agreement from his proprietorship firm to any other LLP, PVT Ltd company or other registered body, in which the Developers is a party;

R. In the said Extra Ordinary General Body Meeting of the members of the Society held on 19/04/2017, the majority of members also empowered and authorized the Managing Committee of the Society to approve and execute the Development Agreement and all necessary documents/writings including General Power of Attorney etc., through the office bearers/committee members of the said Society in favour of the Developers herein and also to take appropriate decisions from time to time for and on behalf of the Society till the project is completed in all respects in accordance with the plans to be approved by MCGM/ MHADA and on the terms and conditions as mutually agreed, confirmed and as recorded hereinafter;

S. In furtherance to the approval of the Members in appointing the Developers to develop the Project, the Individual member has also executed irrevocable Consent, in favour of the Developers;

T. Accordingly, the said Society vide its letter dated 19/04/2017 has appointed the Developers for redevelopment of the said Property and execution of the said project;

U. The said Society together with its members has executed the Agreement for Re-Development dated 11th July 2017 in pursuance to the resolution passed by the said Society in its Extra Ordinary General Body meeting held on 19/04/2017, and therein have agreed, allotted and granted the development rights of the said property to the Developers and Developers have agreed to accept the same on the terms and conditions more particularly mentioned in the said Agreement duly registered at the office of the Sub Registrar Kurla No. 4 vide Registration Receipt No.8386 & Document Serial No. KRL4-7505-2017 dated 11.07.2017. Copies of Receipt and Index-II are annexed hereto & marked as **Annexure "B"** collectively;

V. The said Society also executed Power of Attorney dated 11th July 2017 in favour of M/s. Vighnaharta Developers, a proprietary firm through its Proprietor Shri Ajit Sakharam Chavan, the Developers herein for enabling the Developers to attend various matters in relating to the redevelopment of the said property, as may be necessary and also to obtain available TDR/FSI as per D.C. Rules

and Regulations and the said POA duly registered at the office of the Sub Registrar Kurla No. 4 vide Registration Receipt No.8387 & Document Serial No. KRL4-7506-2017 dated 11.07.2017. Copies of Receipt and Index-II are annexed hereto & marked as **Annexure "C"** collectively;

W. There are as on date no pending litigations or other proceedings concerning and affecting the said property;

X. There is no attachment before or after judgment levied on the said property by any court or other authority, and the Society/Developers are not restrained or prevented by any competent court or authority from entering into any agreement with the Members/Occupants in the said property, as appearing herein or for redeveloping the same;

Y. The Developers has appointed Mr. Ashish Bhatt of M/s. Ashish Bhatt & Associates as Architect and Mr. Ketan Dethe of M/s. K. D. and Associates as Design Architect and Mr. Abhijit V. Phatarpekar of M/s. Ira Structural Consultants as structural Engineering Consultant for the preparation of the structural design and drawings of this building. The Developers shall avail of the services of the said Architects and R.C.C. Consultant or such other competent Architects and Structural Engineer Consultant till the completion of the proposed building;

Z. At present, the Developers through their Architect have submitted building plans for the construction of multistoried building consisting of Ground plus 21 upper floors on the part of land bearing Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mts) situated at Tagore Nagar, Vikhroli (East), Mumbai-400 083 in the Revenue and Registration District of Mumbai Suburban District after demolition of the existing building no. 10. Building Permission Cell, Greater Mumbai / MHADA have issued the Intimation of Approval (IOA) bearing No. EE/BP Cell/GM/MHADA-8/262/2019 dated 05/04/2019, copy is annexed hereto and marked as **Annexure "D";**

AA. Resident Executive Engineer, Mumbai Housing and Area Development Board (A MHADA UNIT) have issued the Plinth

Commencement Certificate Bearing No. CO/MB/REE/NOC/F-980/397/2019 dated 16/03/2019, the validity whereof may be extended from time to time by them on compliance of certain terms and conditions states therein. Copy is annexed hereto and marked as **Annexure "E";**

BB. In accordance with the sanctioned building plan, the Developers have commenced construction of the Building ***"VIGHNAHARTA"*** "Tagore Nagar Kaivalyadham CHS Ltd.", viz. Building No. 10 on the said land bearing Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mts) situated at Tagore Nagar, Vikhroli (East), Mumbai-400083 in the Revenue and Registration District of Mumbai Suburban District. The Developers has obtained some of the sanctions/approvals from the concerned local authorities to the plans, specifications, elevations, sections of the said building under redevelopment and shall obtain the remaining approval from various authorities from time to time, so as to obtain the building completion certificate/occupation certificate of the said building under redevelopment;

CC. The Certificate of Title issued by Mr. V. M. MAHADIK, Advocate of the Developers certifying the title of the Developers in respect of the said piece or parcel of land bearing Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mts) situated at Tagore Nagar, Vikhroli (East), Mumbai-400083 together with Building No.10 standing thereon comprising of 32 tenements on Ground plus three upper floors belonging to a registered society by the name Tagore Nagar Kaivalyadham CHS Ltd., Village Vikhroli, Taluka and Registration District of Mumbai Suburban. A copy of said certificate of title is annexed hereto and marked as **Annexure "F"** and Extract of the Property Register Card showing the nature of the title to the said property of the Society namely Tagore Nagar Kaivalyadham CHS Ltd. is annexed hereto and marked as **Annexure "G"**; These copies have been inspected by the Purchaser/s who has accepted the same and shall not raise any requisition or objection to the title of the Developers to the said property;

DD. The Purchaser/s has/have asked for inspection from the Developers and the Developers has given inspection to the Purchaser/s of all the information and documents relating to the project and title relating to the said property including letter of Intent issued by the Competent Authority under the Ceiling Act, the layout plan, sanctioned building plan, IOA, Commencement Certificate, design and specification prepared by the Developers Architects as sanctioned by the MHADA, and of such other documents required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as MOFA) and the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as RERA) as well as the Rules made thereunder (hereinafter referred to as the 'said Act') and has agreed to acquire the said flat in the building under redevelopment. The Purchaser/s has prior to the execution hereof perused the certificate of title to the said property issued by V. M. MAHADIK (Advocate) and the other documents and papers disclosed by the Developers and has/have satisfied himself/herself/themselves/itself about the title to the said property and right of the Developers to redevelop the said building on the project land and sell premises therein on the ownership basis and has agreed not to raise any requisition on or objection of any manner whatsoever to the same. The Purchaser/s hereby confirms that the Developers has produced for inspection of the Purchaser/s all information and documents including site plans along with structural designs and specification approved by the local authority and made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is satisfied with the same and has no further or other information or disclosure required from the Developers. The Purchaser/s further confirms that the Purchaser/s was provided with a draft of this Agreement and has sufficient opportunity to read and understand the terms and conditions hereof;

EE. The parties are aware that the RERA has been notified and is in force at the time of execution of this Agreement. As the MOFA continues to be in effect, all the rights and obligations of the parties under this Agreement shall be governed both under the RERA and MOFA, as may be applicable;

FF. The Developers has registered the said project under the name "***VIGHNAHARTA**, Plot Bearing / CTS / Survey / Final Plot No.: CTS 352 at Kurla, Mumbai Suburban,400083"* as per the provisions of RERA and it Rules with the Maharashtra Real Estate Regulatory Authority at Mumbai (hereinafter refer to as "MAHA-RERA") and the registration is granted to the project under project registration number P51800020579 dated 26/04/2019, authenticate copy whereof is annexed hereto and marked as **Annexure "H";**

GG. The Developers have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on Property being Project Vighnaharta i.e. redevelopment of Old Building No. 10, Society known as "Tagore Nagar Kaivalyadham Co-operative Housing Society Limited being constructed on all that piece and parcel of leasehold land bearing Survey No. 113(Part) corresponding to CTS No. 352(part), admeasuring area 852.85 sq. mtrs. (Lease Area 631.68 sq. mtrs. plus tit bit lands admeasuring 221.17 sq. mtrs.) as per the Development Agreement and 834.79 Sq Mtrs as per the NOC dated 14.09.2021 issued by MHADA, of Village Hariyali, Taluka and Registration District Mumbai Suburban, situated at Tagore Nagar, Vikhroli (East), Mumbai- 400083.

-

HH. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 14-07-2022 executed between the Developers as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "Vighnaharta" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 14-07-2022 is registered with Office of Joint Sub Registrar Kurla bearing registration No. KRL-4/13011 of 2022.

II. The Purchaser/s has full knowledge of this project and all the terms and conditions and covenants contained in the documents, plans and approval referred to hereinabove agreed for purchase an ownership basis a residential flat and at the request of the Purchaser/s the Developers has agreed to sell to the Purchaser/s a residential **Flat No. _____, on_____Floor, admeasuring _____ Sq. Mts. (___Sq. ft.)** Carpet Area as defined under RERA in the building **"*VIGHNAHARTA*"** "Tagore Nagar Kaivalyadham CHS Ltd.", viz. Building No. 10 on land bearing Survey No.113 (Part), City Survey No. 352 (Part) situated at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 hereunder written (hereinafterreferred to as **"the said Flat"**) more particularly described in

the Second Schedule hereunder written, shown on the typical plan annexed hereto and marked as **Annexure "I"** at or for the sale consideration mentioned in Part "B" of Third Schedule hereunderwritten subject to the Purchaser/s executing and registering this Agreement in accordance with the provisions of RERA/MOFA, as applicable and on the terms conditions and covenants specified herein;

JJ. The Purchaser/s has/have paid or shall pay to the Developers an amount mentioned in Part 'B' of Third Schedule hereinbelow written being earnest / booking / consideration amount for the purchase of the said flat agreed to be sold by the Developers to the Purchaser/s. The payment and receipt whereof the Developers doth hereby and shall admit and acknowledge and the Purchaser/s has agreed to pay to the Developers the balance of the total consideration in the manner as mentioned in Part 'B' of Third Schedule hereunder written;

KK. Under the provisions of Section 13 of the RERA and the Rules as also under Section 4 of the MOFA (Maharashtra Ownership of Flat Act), the Developers are required to execute an Agreement for Sale of the said flat in favour of the Purchaser/s and the same is required to be registered under the provision of the Indian registration Act, 1908;

LL. The parties hereto relying on the representation, confirmation and assurances of each other and the terms and conditions and the relevant laws are willing to enter into this Agreement on the terms and conditions herein below contained.

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

1. The recitals, annexures and schedules in and to this Agreement shall form integral part of this Agreement and this Agreement shall be read and construed accordingly;

2. The Developers is well and sufficiently entitled to and have absolute beneficial interest in the said property. The Developers shall reconstruct a building comprising of residential flats and shops on the said land bearing Survey No.113 (Part), City Survey No. 352 (Part) situated at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in accordance with the plan, design, specification approved by the concerned authority and

Intimation of Approval (IOA) bearing No. EE/BP Cell/GM/MHADA-8/262/2019 dated 05/04/2019 and Plinth Commencement Certificate bearing No. CO/MB/REE/NOC/F-980/397/2019 dated 16/03/2019 (annexure "D" & "E" hereto) in respect of the building no. 10 viz. Tagore Nagar Kaivalyadham CHS Ltd. The Developers is entitled to sell Developer's Sale Premises in the said building no. 10 viz. Tagore Nagar Kaivalyadham CHS Ltd. and to appropriate to themselves the said sale premises on the sale of such premises;

3. The Developers have accordingly commenced construction of the said building no. 10 viz. Tagore Nagar Kaivalyadham CHS Ltd. on the said land in accordance with plans, designs and specifications approved and sanctioned by the MHADA / MCGM and which have been seen and approved by the Purchaser/s. The Developers are at liberty to make such amendments, alteration, modifications and/or verifications in the said plans, designs and specifications as the Developers may consider necessary or as may be required to be made by the concerned local authority corporation/ government, provided that by reason of such amendments, alterations, modifications and/or verifications the area of the said premises agreed to be purchased by the Purchaser/s shall not be reduced nor shall the common areas and/or limited common area and facilities as mentioned in the schedules mentioned herein below be substantially affected. The Purchaser/s hereto agrees to gives his/her/their consent to the Developers for carrying out the amendments, alterations, modifications and/or verifications in respect of the said property and/or to the layout plan and/or to the building plan in respect of the building to be constructed. The Purchaser/s agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Developers for carrying out amendments, alterations, modifications and/or verifications as aforesaid;

4. The Developers have informed the Purchaser/s that the said property is developing by the Developers. It is expressly made clear that the Purchaser/s shall not claim any rebate or reduction in the purchase price, nor any other benefits from the Developers as a result of amendments, alterations, modifications and/or variations. The Developers are also entitled to amend the layout as may be permitted by the MHADA / MCGM and other concerned authorities and the Purchaser/s hereby agrees and gives consent to the same and covenants not to obstruct and/or raise any objection whatsoever to and/or interfere with the development to be carried out by the Developers even after the Developers have given the possession of the said premises to the Purchaser/s;

5. The Developers have given and the Purchaser/s confirms having notice

of the following; -

a. That the Developers are entitled to develop the said property and any additional "Transferable Development Rights" under the provision of the Development Control Regulations. This TDR could be utilized by developing and/or constructing additional storey or storeys.

b. The Developers are entitled to consume the entire and further increased FSI that may at any time be granted or made available by reason of any increase in FSI and/or by any changes in the Development Control Regulations in respect of the said property from time to time. The Purchaser/s is fully aware of this and confirms thatat no point of time in future would the Purchaser/s individually or as a society raise any objection to the same.

6. Subject to and with notice of what is stated in this present, the Developers have agreed to sell to the Purchaser/s and the Purchaser/s have agreed to purchase and acquire from the Developers on the ownership basis a residential **Flat No._____, on_____Floor, admeasuring_____Sq. Mts. (_____Sq. ft.)** Carpet Area as defined under RERA in the building ***"VIGHNAHARTA"*** "Tagore Nagar Kaivalyadham CHS Ltd.", viz. Building No. 10 on land bearing Survey No.113 (Part), City Survey No. 352 (Part) situated at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 more particularly described in of the Second Schedule hereunder written and shown in red colour lines on the typical floor plan annexed hereto and marked as **Annexure "I"** at or for the sale consideration mentioned in Part "B" of Third Schedule hereunder written along with right to use car parking no._____, common areas and facilities and limited common areas and facilities appurtenant to the said flat. However, it is clarified to the Purchaser/s that the purchase price does not include GST, local taxes, levies, duties, cesses, premium, water charges, insurance (whether currently applicable/payable or which may become applicable / payable at any time in future), which may be imposed by the MCGM/MHADA and/or Government and/or public authority shall be borne and paid by the Purchaser/s alone and the Developers shall never be liable responsible and/or required to bear and/or pay the same or any part thereof;

7. The sale consideration shall be subject to Tax Deduction at Source (TDS) as required under prevailing law while making payment to the Developers under this Agreement as per the Income Tax Act, 1961. TDS is presently 1% of all amounts to be paid to the Developers, which TDS shall be deducted by the Purchaser/s at the time of making payment and

remitted in Government Account in accordance with the provision of Income Tax Act, 1961. The Purchaser/s agrees and undertakes to deliver to the Developers; original TDS certificate within a week time from the date of each payment of TDS made by the Purchaser/s, and/or before the end of the respective financial year in which all payment of TDS would have been made, whichever is earlier. Without prejudice to non payment of TDS and/or non delivery of TDS certificates, the Purchaser/s shall be liable to deposit with the Developers an amount equivalent to the unpaid TDS on/or before the date of offer of possession which amount shall be refunded after deducting interest therefrom in respect of the period of delay in payment of TDS by the Purchaser/s to the Government and producing the TDS certificate and the Developers receiving the creditof the same;

8. The Purchaser/s shall pay to the Developers in installments the said purchase price in respect of the said flat as more particularly mentioned in Part 'B' of the Third Schedule hereto. In addition, the Purchaser/s shall also pay the applicable taxes thereon at the rate as required under the applicable law. The said purchase price is inclusive of the consideration payable towards the common areas and facilities and the limited common area and facilities of the building in which the said premises are located. The payments to be made are on the basis of the completion status of the entire building and not on the completion status of each individual flat or the said premises. The certificate of the Architect of the Developers shall be conclusive proof of the stage of development of the said building and the Purchaser/s agrees no to dispute the same in any manner and agrees to make payment accordingly. All payment to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order drawn in favour of M/S. VIGHNAHARTA DEVELOPERS or if directed by the Developers in its discretion, by direct bank transfer/RTGS deposited by the Purchaser/s in the Developers bank account along with applicable taxes thereon. In case of any financing arrangement entered by the Purchaser/s with any bank or financial institution with respect to the purchase of the said flat, the Purchaser/s undertakes to direct such bank or financial institution does disburse/pay all such instalments of the consideration amounts due and payable to the Developers through an account payee cheque/demand draft drawn in favour of M/S. VIGHNAHARTA DEVELOPERS or by direct bank transfer/RTGS deposited in the Developers bank account along with applicable taxes thereof;

9. Without prejudice to the other rights of the Developers hereunder, the Developers shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement shall have a first charge/lien on the

said flat until all amount payable in respect of the said flat have been received by the Developers and the Purchaser/s shall not transfer his/her/its rights under this Agreement in any manner whatsoever;

10. The purchase price specified in Part 'B' of the Third Schedule hereto is arrived at and mutually agreed upon between the parties hereto on the understanding that any deferment in payment of any of the installment would result in imposing simple interest at the rate of 18% per annum on the delay payment from the date it falls due for payment, the payment of which may be demanded by the Developers at any point of time till the possession of the said flat is handed over to the Purchaser/s. Upon such demand the Purchaser/s shall pay the said sum within 15 days. Notwithstanding such interest, all other terms and conditions of this agreement save and except the payment schedule shall remain the same;

11. Any overdue payments so received will be first adjusted towards taxes and statutory dues then against interest and subsequently towards outstanding amount;

12. The offer for handing over the possession of the said flat to the Purchaser/s on or before 48 months i.e. 31/03/2023 (hereinafter referred to as "the Delivery Date"), shall be given by the Developers as per RERA provided that all amounts due and payable by the Purchaser/s under these presents are fully and effectually paid to the Developers and no breach of any of the conditions of these presents are done by the Purchaser/s. The Developers shall not incur any liability if the Developers are unable to offer possession of the said flat by the aforesaid date if the completion of the said building is delayed by reason of non-availability of cement, steel, water or other building materials required for the purpose of construction, or by reason Force Majeure which includes war, (National or war between other nations or group etc.) civil commotion, strikes or any act of god such as earthquake, flood or any other natural calamity or by reason of any national or international happening or event or effect thereof, directly or indirectly to the date of the possession and act, or other cause beyond the control of the Developers. In such event, the Developers shall be entitled to a reasonable extension of time for the date of offering possession of the said flat. If the Developers still fail to offer possession of the said flat to the Purchaser/s on the aforesaid date and/or on such further date as may be mutually agreed upon, then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developers shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developers shall within 30 days (thirty days) after the receipt of the notice in writing of such termination refund to the Purchaser/s all the monies paid by the Purchaser/s to the Developers under this Agreement without any interest, until the

repayment thereof, and until such amount is refunded, such amount and interest shall be a charge on the said flat to the extent of the amounts due to the Purchaser/s. After receipt of such notice the Developers shall be at liberty to sell and dispose of the said flat to any third party of the choice of the Developers without any right, claim and interest of the earlier Purchaser/s;

13. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price as set out in Part 'B' of the Third Schedule hereto shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of any one of the instalments of the purchase price, and/or upon the breach of any condition of these presents by the Purchaser/s and/or if any Purchaser/s is creating any nuisance value then the Developers shall at it discretion have the right to terminate the Agreement by giving 15 (fifteen) days prior notice in writing either by registered post AD at the address provided by the Purchaser/s or by email address provided by the Purchaser/s and upon termination of such Agreement the Developers shall be entitled to forfeit the earnest/booking amount paid by the Purchaser/s and will refund the balance amount if any after adjustment of (i) interest on any overdue payment, (ii) brokerage paid to channel partner/broker if any, (iii) administrative charges, (iv) taxes paid by the Developers to the authorities if any, (v) amount of stamp duty and registration charges to be paid on the Deed of Cancellation of this Agreement, if Agreement for Sale is registered, (vi) Any other taxes/charges which are currently applicable or may be applicable in future or (vii) subvention cost (if the Purchaser/s has/have opted for subvention plan) which the Developers may incur either by way of adjustment made by the bank installments or paid directly by the Developers to the bank, (collectively referred to as the Non-Refundable Amount) without any liabilities towards cost, damages, interest etc. shall be refunded without interest upon execution and registration of the Deed of Cancellation which the Purchaser/s agrees and undertake to do. In this case, the Purchaser/s will not be entitled to any claim in respect of Registration Charges, Stamp Duty, Interest and/or taxes paid on the purchase price and the Developers shall be entitled to deal with resell and/or dispose of the said flat in the manner it may deem without any intimation, reference or recourse to the Purchaser/s to such person or persons at such price and on such terms and conditions as the Developers may deem and think fit in its absolute discretion and the Purchaser/s shall have no right to object to such sale/disposal of the said flat by the Developers. In the alternate, upon termination of this Agreement as aforesaid, the Developers shall be entitled to appropriate all amount till then paid by the Purchaser/s and claim and

recover from the Purchaser/s the loss or damages suffered by the Developers for breach of contract by the Purchaser/s;

14. Without prejudice to the above and to the other rights available to the Developers under this Agreement and/or in law, the Developers may within 15 days of the date of letter of non-payment of instalments or any part thereof, at their own option accept from the Purchaser/s the payment of the defaulted instalment/s upon the Purchaser/s paying to the Developers interest on the defaulted instalment at the rate of 18% per annum for the period for which the payment may have been delayed after the expiry of 15 days from the due date till outstanding payment or realization of cheque;

15. The Developers agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MHADA / MCGM at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser/s, obtain from the MHADA / MCGM the Occupation Certificate in respect of the said premises;

16. The Developers have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on Property being Project Vighnaharta i.e. redevelopment of Old Building No. 10, Society known as “Tagore Nagar Kaivalyadham Co-operative Housing Society Limited being constructed on all that piece and parcel of leasehold land bearing Survey No. 113(Part) corresponding to CTS No. 352(part), admeasuring area 852.85 sq. mtrs. (Lease Area 631.68 sq. mtrs. plus tit bit lands admeasuring 221.17 sq. mtrs.) as per the Development Agreement and 834.79 Sq Mtrs as per the NOC dated 14.09.2021 issued by MHADA, of Village Hariyali, Taluka and Registration District Mumbai Suburban, situated at Tagore Nagar, Vikhroli (East), Mumbai- 400083.

17. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 14-07-2022 executed between the Developers as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project “Vighnaharta“ upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 14-07-2022 is registered with Office of Joint Sub Registrar Kurla bearing registration No. KRL-4/13011 of 2022.

18. It is expressly agreed that the Purchaser/s shall be entitled to use the Common area and facilities appurtenant to the said premises, and the

nature, extent and description of such common area and facilities is set out in Part 'A' of the Fourth Schedule hereto;

19. The Developers shall permit to the Purchaser/s to use free of cost car parking slot being slot no._____in tower parking. The Purchaser/s shall use the car parking slot only for the purpose of keeping or parking vehicle and for no other purpose. The Developers shall endeavor to ensure that the Society shall allot the aforesaid car parking slot in the Tower Parking to the Purchaser/s. The Purchaser/s agrees and acknowledges that the Developers is not selling the car parking slot to the Purchaser/s, that no independent or separate purchase price or consideration is attributable to the same and that the Purchaser/s shall have the use and benefits thereof upon and subject to the terms and condition recorded herein and subject to the bye-laws, rule and regulation of society;

20. The Fixture, fittings and amenities to be provided by the Developers in the Flats/shops and in the said building are those that are set out in Part 'B' of the Fourth Schedule hereto;

21. The Developers shall provide well equipped gym in the building and the membership of the said gym shall be restricted to the Purchaser/s/members/occupants of flats/shop/commercial premises in the said building only and no individual member/member/occupant of the building will claim the exclusive right on the said gym;

22. The Purchaser/s has satisfied himself/herself/themselves about the design of the said flat and the design of the said building in which the said flat is located, as also the specifications and amenities to be provided and in the said flat. The Purchaser/s however agrees that the Developers reserve the right to change the fixture, fitting and amenities to be provided in circumstances wherein there is an uncertainty about the availability of fixture, fittings or amenities or the materials required to be provided, either in terms of quality and/or quantity and/or delivery and/or for any other reason beyond the control of the Developers. In such circumstances the Developers shall substitute the fixture, fittings and amenities without any approval of the Purchaser/s, in as much similar specification and/or quality as may be available and required during the stage / time of the construction in order to enable to the Developers to offer possession of the said flat on the stipulated date. The Purchaser/s agrees not to claim any rebate or discount or concession in the consideration on account of a change or substitution in the fixture, fittings or amenities by the Developers;

23. Upon the Purchaser/s taking possession of the said flat the Purchaser/s shall have no claim against the Developers as regards the quality, quantity of building materials used for construction of the said premises or the building in which the said flat is located or the said building or the nature of the construction or the design or specifications of the said premises or building in which the said flat is located. Provided that if within a period of three years from the date of offering possession of the said flat to the Purchaser/s, the Purchaser/s bring to the notice of the Developers any structural defect in the said flat or the building in which the said flat is located or the material used therein or any unauthorized change by the Developers in construction of the building in which the said flat is situate, then wherever possible such structural defects or unauthorized changes if any done by the Developers shall be rectified by the Developers at their own cost and in case it is not possible to rectify such structural defects or unauthorized changes by the Developers at their own cost then the Purchaser/s shall be entitled to receive from the Developers a reasonable compensation for the such structural defect or change;

24. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever in respect of the said property and/or the said building and/or on additional Floor Space Index and/or TDR that may be available for use on the said property or the said building under construction and the rights of the Purchaser/s shall be limited to said premises hereby to be sold;

25. The Developers shall be entitled to develop and/or construct additional storey or storeys with or without terrace, garden house and shall be entitled to sell the exclusive use of the same and/or otherwise dispose of the same at the discretion of the Developers. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open space by the Purchaser/s of such terrace houses and shall not be entitled to the use of the same. The Purchaser/s of such terrace houses shall be exclusively entitled to the use of the terrace or open spaces sold and/or allotted to him;

26. The Purchaser/s undertakes not to object to the construction and development on the said property. Further the Purchaser/s shall not object or obstruct the Developers or fulfilling their contractual or statutory obligation vis-à-vis the said lands in any manner whatsoever;

27. The Developers shall have a first lien and charge in respect of the said flat till such time as the Purchaser/s has made full and complete payment of all monies payable under this Agreement;

28. The Purchaser/s hereby agrees to and shall pay to the Developers the amount mentioned in Part 'C' and Part 'D' of the Third Schedule hereunder written within a period of 15 days from the date of notice and in any event before possession of the said flat. The said amount is over and above the purchase price;

29. The Purchaser/s shall allow the Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into upon the said flat or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said flat or the building in which the said flat are located and for the purpose of lying down maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes;

30. If the Purchaser/s desires to sell or transfer his/her/their interest in the said flat or wishes to transfer or give the benefit of this Agreement to anyone else, the Purchaser/s can only do so with prior consent and approval in writing of the Developers. The Purchaser/s shall not be entitled to sell or transfer his/her interest in the said flat without consent of the Developers and the Developers shall not be bound or liable to give consent to such transfer. Further the Developers are not obliged to consent to such transfer even if the Purchaser/s is willing to agree on terms and conditions as stated herein;

31. The Purchaser/s and the person to whom the other units in the said building are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things as the Developers shall require him/her to do and execute from time to time or effectively enforcing this Agreement and/or safeguarding the interest of the Developers and all persons acquiring the remaining unit in the said building constructed on the said plot of land;

32. The Purchaser/s shall, at his/her/their own cost, maintain the said flat in the same condition, state and order in which it is delivered to him/her and shall abide by all the bye-laws, rules and regulations of the Government, MCGM, MHADA, Maharashtra State Electric Board and of the 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 and covenants contained in this Agreement;

33. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as waiver by the Developers of any breach or non-compliance by the Purchaser/s of any of the terms and conditions of this Agreement, nor shall the same in any manner prejudice the remedies of the Developers;

34. Until such time as the development is completed and the possession of the said building delivered to the Society, the Developers shall be entitled at their discretion, to control the management of the said building and to release the outgoing and to disburse the payments to be made toward the expenses as set out in Part 'D' of the Third Schedule and shall keep separate account thereof;

35. All the letters, circulars, receipts and notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post or under certificate of posting at his/her/their address as specified below:

Name : (1) _____
(2) _____
(3) _____

Address : _____
_____
_____
_____
_____

36. The Purchaser/s will maintain the said flat at his/her/their own cost in good, tenantable repair and condition form the date of possession of the said premises and shall not do or suffer anything to be done in or to the said building or any part thereof in contravention of the rules, regulations or bye-laws of the MCGM or Society of local or other authority or change/alter or make additions in or to the said building and/or to the said premises or any part thereof;

37. The Purchaser/s agreed for not to store in the said flat any goods which are of a hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the building in which the said flat are situated or storing of goods which are objected by the Society or any local or other Authority and shall not carry or caused to be carried heavy

packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the premises is situated and in case of any damages caused to the construction or structure of the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of such breach;

38. The Purchaser/s is agreed to carry at his own cost all internal fitting and fixture to the said flat in the same conditions, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do and suffer to be done anything in or to the building in which the said Premises is situated or the Premises which may be given and to observe the Rules and Regulations and bye-laws of Concerned Authority, Cooperative company or any other Authority. And in the contravention the above provision, the Purchaser/s shall be responsible and liable for consequences thereof to Concerned Authority and any other public Authority;

39. The Purchaser/s shall not at any time demolish or to cause to be demolished the flat or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside cover scheme of the building in which the premises is situated and shall keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good, tenable and repair conditions, and in particular so as to support shelter and protect the other part of the building in which the premises is situated and shall not chisel or in any other damage to columns, beams, walls, slabs, or R.C.C. paradise or other structural members in the premises without the prior written permission of the Developers or Apartment Owners Association under Maharashtra Ownership Flat Act;

40. The Purchaser/s shall not do or permit to be done or cause to be done any act or thing which may render void or voidable any insurance of the said flat or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to users and occupier of the other units in the said building;

41. The Purchaser/s shall not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land & building in which the said flat is situated;

42. The Purchaser/s shall observe and perform all the Rules and Regulations which the Society may adopt at its inception and the additions alterations/documents thereof that may be made from time to time for protections and maintenance of the said building and flats therein, and the observance and performance of the building rules, Regulations and bye-laws for the time being of concerned authority and of Government and other bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement;

43. The Purchaser/s shall not be entitled to let or sublet or sell or transfer or sub lease or mortgage and/or charge or in any way encumber or deal with dispose of or part with possession of the said flat or any part thereof and/or assign, under-let, sublet or part with his right title or interest under this Agreement or the benefit of this Agreement without the prior consent in writing of the Developers provided and until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement however that the Purchaser/s shall be entitled to mortgage the said flat in favour of any bank or financial institution for the purpose of securing loan to acquire the said flat after taking prior permission of the Developers. The Purchaser/s alone is liable for the timely payment of the purchase consideration and all other amounts due to the Developers and the Developers shall not be responsible in any manner whatsoever in case any liability arises towards repayment of such loan facility. The Purchaser/s agrees and undertake to indemnify and keep the Developers indemnified and saved harmless from and against any actions, suits, claims, proceeding, damages, liabilities, losses, charges, expenses or costs which may be faced suffered inflicted or incurred by the Developers by reason of any action that the bank / financial institution may initiate in relation to such loan or mortgage, as consequences of breach of any of the terms and conditions of their arrangement or default in payment of any legal dues by the Purchaser/s. Notwithstanding the availing of such loan, the Developers shall have first lien/charge over the said flat until all amounts payable in respect of the said flat have been received by the Developers;

44. The Purchaser/s shall not let, sublet, transfer or assign or part with possession of the said flat or any portion thereof without the consent in

writing of the Developers. The Purchaser/s and the person to whom they said flat let, sublet, transferred or assigned or given possession thereof, shall from time to time sign all applications, papers and documents and to do all acts, deeds and things as the Developers and Limited company and/or Legal body as the case may be require for safe guarding the interest of the Developers and/or the other Purchaser/s in the said Building. The person to whom the said flat is let, sublet, transferred or assigned shall observe and perform all the bye-laws, rules and regulations with which the Purchaser/s bind himself as per this Agreement;

45. The Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Purchaser/s unto the Developers herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated _____ RERA Collection account – _____ being opened by the Developers with the AU Small Finance Bank Limited

46. Stamp duty, Registration charges, GST and any other taxes and/or charges incidental to this Agreement for sale shall be borne and paid by the Purchaser/s alone. The Developers shall not be responsible not liable to contributes any amount towards the same;

47. During the course of construction, if the Purchaser/s is/are desirous of visiting the said property, the Purchaser/s shall obtain prior a written permission from the Developers. During such Visits to the Site, in case if there is any accident/ mishap or casualty then the Developers will not be responsible or liable in any manner whatsoever;

48. The Developers shall at all the times hereinafter at the request and cost of the Purchaser/s execute any document or documents as the Purchaser/s may require for perfectly securing the title of the said **Flat No.**_____unto the Purchaser/s and The Developers doth hereby agree to indemnify the Purchaser/s for any loss or damage incurred by the Purchaser/s for lack of title on part of The Developers;

49. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act. 1963 and the Maharashtra Ownership Flats Rules. 1964 as amended up to date or any other provisions of Law applicable thereto;

50. The Developers shall be entitled to consume the available plot FSI, additional FSI, bonus FSI, Fungible FSI, Premium FSI and all additional FSI that may be available in respect of the said Property in any form and manner till completion of said building and handover of members' flats therein and the Developers shall also be entitled to acquire and purchase the maximum permissible FSI and/or TDR generated from the MHADA layout for the said project and use permissible F.S.I. available as per Development Control Regulation 33(5) and further Fungible compensatory F.S.I. available as per Development Control Regulation 35(4) as amended from time to time or such additional regulations as may be approved by MCGM/MHADA from time to time;

51. The Developers agree that the Defect Liability period of the newly constructed building for the Purchaser/s herein shall be for ten years from the date of handing over possession of the said premises to the Purchaser/s and the Developers shall not permit alteration or renovation whereby the toilet or the bath room of the flats. The Developers agree and undertake to rectify any such defects such as working of WC, flush, bathroom, leakage, major drawbacks in the craftsmanship workmanship, which may be detected only upon actual use of the said premises and which can be attributed to the bad workmanship or bad construction practice or defective construction material save and except defective use negligent acts on the part of the Purchaser/s;

52. The Building shall be constructed as per the plans approved by MHADA / MCGM, as amended and approved from time to time, by consuming full F.S.I. potential of the said Property (including additional/fungible FSI etc.) from M.C.G.M. / MHADA and also by loading TDR at the costs of the Developers and the entire expenses of Building redevelopment / reconstruction shall be borne and paid by the Developers;

53. The Developers shall be responsible to obtain all the permissions, from the respective / competent authorities such as I.O.A., C.C., O.C. etc. at the cost of the Developers and all the expenses including the reconstruction and redevelopment of the building which also includes additional water and drainage pipelines and electricity connections shall be borne and paid by the Developers;

54. The Purchaser/s will from the date of the possession of said flat be liable to pay the municipal assessment and all taxes and all other outgoings of

his/her/their flat in the building including Property Tax, Water Charges, Electricity Charges, Cooking Gas Charges and Monthly Maintenance Charges, and all other outgoings irrespective of whether the member have taken physical possession of the flat or not. It is agreed by the Developers that the intimation to the member about the possession will be given only after the Flat is duly completed in all respects and certified by the architect as being complete;

55. The Developers shall not be liable for any loss/damage or delay due to ADANI or MSEB or any other electric company causing delay in sanctioning and supplying electricity or due to the Corporation or MHADA or concerned local authority causing delay in supplying permanent water connection or such other service connections necessary for using/ occupying the said premises;

56. The Developers shall complete the construction / redevelopment of building within 48 months i.e. before 31/03/2023 from obtaining Plinth Commencement Certificate from Resident Executive Engineer, M.H. & A.D. Board of MHADA and further period on producing in writing the reason by the Developers that the delay is beyond the control of Developers during force majeure period and/or any delay by MHADA in granting requisite permissions or disputes if any raised by society members etc. Subject to force majeure period and/or delay on account of MHADA granting requisite permissions;

57. Developers has agreed that provision of Mahanagar Gas Connections will be provided to all the Flats in the new building and the initial cost and expenses of the same will be borne and paid by the Developers. However, the Purchaser/s seeking new gas connection have to pay deposit amount to gas company from his/her/their own account at his/her/their own cost;

58. If the Purchaser/s for any reason whatsoever neglects, omits or fails to pay Developers any part of the amount due and payable to the Developers as per the terms and conditions of this Agreement (whether before or after the delivery of possession of the said premises) within the time herein specified or if the Purchaser/s shall, in any other way, fail to perform or observe any of the covenants and stipulations herein contained or referred to, or if in the opinion of the Developers may cause

trouble in any manner whatsoever to the other Purchaser/ss, the Developers shall be entitled to re-enter upon and resume possession of the said premises as also this Agreement shall stand terminated. The Purchaser/s agrees that upon accrual of the Developers right to re-enter the said Premises as aforesaid, all the Purchaser/ss right, title and interest of and under this Agreement shall cease and Purchaser/s shall be liable for immediate ejectment as a trespasser. The Purchaser/s shall thereupon cease to have any right or title or interest in the said premises;

59. The Developers have agreed that the provision for Fire Fighting System will be as per the norms and regulations of M.C.G.M and Fire Brigade authorities Mumbai;

60. All disputes and differences that may arise between the parties hereto in regard to this Agreement, the carrying out of the terms and conditions of this Agreement and/or the interpretation thereof or in any way whatsoever in connection thereon shall endeavor to resolve the same by mutual discussions and if parties are unable to settle their disputes amicably, then it will be refer in the first instance to the Maharashtra Real Estate Authority as per the provisions of RERA and the Rules and Regulation thereunder, and if permitted under relevant law the parties shall have the option to refer the disputes to the Arbitration of a sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or its statutory modifications in force for the time being. The Award of the sole arbitrator will be final and binding on all the parties. The Arbitrator/s will have summary powers, and will also be entitled to make interim awards. The Arbitration proceedings shall be held in Mumbai and conducted in English;

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of leasehold land along with structure/building no. 10 standing thereon situate lying and being at Survey No.113 (Part), City Survey No. 352 (Part) admeasuring 852.85 square meters (Lease Area 631.68 square meters plus tit bit lands admeasuring 221.17 sq. mtrs) at Village Hariyali, Taluka and Registration District of Mumbai Suburban and bounded as follows:

On or towards the North	: Building No. 12
On or towards the South	: Building No. 8
On or towards the East	: Building No.11
On or towards the West	: Internal Road

SECOND SCHEDULE ABOVE REFERRED TO

Flat No._____, on_____Floor, admeasuring_____Sq. Mts. (_____Sq. ft.) Carpet Area as defined under RERA along with _____ parking space in the Tower Parking of the building ***"VIGHNAHARTA"*** "Tagore Nagar Kaivalyadham Co-operative Housing Society Ltd." viz. Building No. 10, situated at Tagore Nagar, Vikhroli (East), Mumbai-400 083 reconstructed by the Developers on the land more particularly described in the First Schedule herein above written.

And further details as under-

1) Year of Construction 2019
2) Carpet Area :_____Sq. Mts. (_____Sq. ft.)
3) No. of floor of the Building : Ground + 21 Floors with lifts.
4) Municipal Ward No : "S" Ward
5) Survey No. : 113 (Part)
6) City Survey No. : 352 (Part)

THIRD SCHEDULE ABOVE REFERRED TO

PART 'A'

(Particulars of 'Flat')

Flat No._____, on_____Floor, admeasuring_____Sq. Mts. (_____Sq. ft.) Carpet Area as defined under RERA.

PART 'B'

(Details of Payment of Consideration Amount)

(All amounts, charges payable within 15 days from the date of demand)

Aggregate Consideration Rs. _____/- (Rupees _____ _____Only) payable as under.

Sr. No.	Consideration/Payment Demand	In Percentage (%) of Agreement Value	In Amount Rs.
A	On Booking	5%	
B	On Excavation Work	10%	
C	On Pilling Work	15%	
D	On Completion of plinth	15%	
E	On Completion of 1_{st} Slab	2%	
F	On Completion of 2_{nd} Slab	2%	
G	On Completion of 3_{rd} Slab	2%	
H	On Completion of 4_{th} Slab	2%	
I	On Completion of 5_{th} Slab	2%	
J	On Completion of 6_{th} Slab	2%	
K	On Completion of 7_{th} Slab	2%	
L	On Completion of 8_{th} Slab	2%	
M	On Completion of 9_{th} Slab	2%	
N	On Completion of 10_{th} Slab	2%	
O	On Completion of 11_{th} Slab	2%	
P	On Completion of 12_{th} Slab	2%	
Q	On Completion of 13_{th} Slab	2%	

R	On Completion of 14th Slab	2%	
S	On Completion of 15th Slab	2%	
T	On Completion of 16th Slab	2%	
U	On Completion of 17th Slab	2%	
V	On Completion of 18th Slab	2%	
W	On Completion of 19th Slab	2%	
X	On Completion of 20th Slab	2%	
Y	On Completion of 21st Slab	2%	
Z	On Completion of 22nd Slab	2%	
AA	On Commencement of Brick Work	2%	
BB	On Commencement of Plastering	2%	
CC	Electric Work	2%	
DD	On Commencement of Flooring	2%	
EE	On possession	3%	

PART 'C'

(Other Charges/Expenses)

Aggregate Charges of Rs. 300/- per square feet

Sr. No.	Particulars
1	Legal and Document charges
2	Share money and entrance fee
3	Charges towards Electricity connection, meter deposit, MSEB/ADANI service charges, cable charges and transformer.
4	Water and Drainage connection deposit and meter charges or any other charges imposed by the MCGM/MHADA or other Government authority.
4	Membership Charges toward Co-op. Society
5	Property Tax from the date of Possession of said Flat.
6	All other or any other taxes or charges or expenses levied by the MCGM or MHADA or state or Government authorities.

PART 'D'

(List of Outgoing)

Aggregate Charges of Rs.1,00,000/- (Rupees One Lakh Only)

Sr. No.	Particulars
1	Insurance Premium in respect of the property.
2	All taxes, imposition, levies and cesses imposed by any local authority including the water tax and charges etc.
3	Expenses for the day to day maintenance and management of the building such as lights on the staircases, passages, common terraces, common areas and lifts, salaries of the watchman, sweepers, gardener and other staff.
4	Costs of cleaning, lighting the passages, landings, staircases, terraces and other part of the building as enjoyed or used by the party of the other part in common as aforesaid.
5	Costs of working and maintenance of water pumps, generator, lights and other charges.
6	Sinking and other funds.
7	Such other expenses and outgoing as may became necessary to be recovered in the sole discretion of the Developers.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART 'A'

COMMON AREA AND FACILITIES

All that area covered by staircase, staircase walls/cabins/passages, lifts, lift machine room, pump room, terrace, watchman cabin, society office, electrical meter room, entrance lobby, gym, storm water drainage and any other area or facilities that is being used or will be used by all flat Purchaser/s.

PART 'B'

LIST OF AMENITIES

(Description of the Specifications, common areas, amenities and facilities)

1	Well illuminated lobby, staircase and common area.
2	Decorative air conditioner at main entrance lobby
3	Decorative building Main Gate, Building's name to be prominently displayed at the Entry Gate.
4	Elevators for building of OTIS / KONE/ SCHINDLER or Equivalent

	make with ARD system.
5	Modern fire alarm and firefighting system, sprinkler as per the norms of CFO.
6	Rain water harvesting system
7	Solar led lights in common area
8	Electric car and bike charging points
9	24/7 CCTV camera surveillance system in the building.
10	Modern intercom system
11	Security cabin on main gate
12	Design Compound Wall (min height of 5 ft) and adequate lighting above it. Adequate Tree plantation all along the compound wall.
13	Easily accessible dustbins located on each floor and compound area
14	Systematic garbage collection system
15	Designer tiles in compound area
16	Society office in the building
17	Well equipped gym in the building for the members/Purchaser/ss/occupants
18	Anti-termite treatment for entire foundation
19	Well design lift lobbies on each floor
20	Premium brand automatic stretcher lift
21	Bore well
22	Provision for MGL Gas connection
23	Waterproofing treatment on terrace
24	Ample mechanical puzzle / tower car parking
25	Underground & Overhead water tanks with adequate storage facility with auto control water pumps for water supply.
26	Water pumps of adequate capacity
27	Notice Board to be displayed at a prominent place near the elevator.
28	Name plates to be provided for individual Flat.
29	Internet cable provided in all flats
30	WIFI enabled main entrance lobby
31	Generator for lifts to be provided or alternate supply of power as per CFO norms.
32	Common toilet on ground floor

1	**PREMIUM FEATURES: -** a) Branded water purifier for healthy living b) Video door phone for extra security

	c) Hot water geysers in all bathrooms d) Ceiling fan and tube lights in all rooms e) Split unit Air Conditioner in Master Bedroom
2	**ELECTRIFICATION: -** a) High grade concealed copper wiring with MCB b) Modern modular switches with circuit breakers c) Adequate electric, A.C., T.V., Telephone points d) Intercom & Video door phone for all flats e) Internet Cable to all flats
3	**BATHROOM: -** a) Concealed plumbing b) Designer bathroom with modern sanitary ware c) Designer wall tiles and anti skid floor tiles d) Granite door frames e) Premium branded designer C.P. bath fittings f) Louvered windows with mosquito net g) Exhaust fan for fresh air
4	**WALL & PAINTS: -** a) POP finished internal walls b) Quality paint on internal and external walls c) Texture paint on external walls
5	**DOORS & WINDOWS: -** a) Designer laminated flush doors with elegant handles and branded locks b) Wooden door frames for main door and all other rooms c) Anodized aluminum sliding windows with tinted glass d) One panel mosquito prevention net e) Granite windows sill with moulding f) Large windows for optimal natural lights and ventilation
6	**KITCHEN: -** a) Granite kitchen platform b) Branded SS sink with drain board c) Designer wall tiles d) Exhaust fan for fresh air e) Provision for fridge, washing machine and dryer f) Mosquito prevention net in window
7	**FLOORING: -** a) Premium vitrified tiles in all the rooms b) Anti-skid flooring in toilet and bath rooms

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]
By the withinnamed party of the **"ONE PART"**]
the 'DEVELOPERS']
M/S. VIGHNAHARTA DEVELOPERS]
through its Proprietor]
SHRI AJIT SAKHARAM CHAVAN] _____

in the presence of
1. _____] _____

2. _____] _____

SIGNED SEALED AND DELIVERED]
By the withinnamed party of the **"OTHER PART"**]
the **PURCHASER/S**

(1)MR/MRS._____] _____

(2)MR/MRS._____] _____

(3)MR/MRS._____] _____

in the presence of
1. _____] _____

2. _____] _____

R E C E I P T

RECEIVED WITH THANKS a sum of Rs._____/- (Rupees _____ _____Only) by Cheques from Mr/Mrs._____ _____ _____ the Purchaser/s being the part payment of the sale of Flat No._____, on _____ Floor, admeasuring_____Sq. Mts. (_____Sq. ft.) Carpet Area as defined under RERA in the building ***"VIGHNAHARTA"*** "Tagore Nagar Kaivalyadham CHS Ltd.", viz. Building No. 10 on land bearing Survey No.113 (Part), City Survey No. 352 (Part) situated at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 Taluka and Registration District of Mumbai Suburban.

We say received.

Rs._____/-

for M/s. Vighnaharta Developers through its Proprietor

Shri Ajit Sakharam Chavan

WITNESS: -

1. _____