M/s. DESAI RESIDENCY PRIVATE LIMITED

. . . . . The Promoter/ Developer

MR. _____

. . . . . The Allottee(s)/ Purchaser(s)

AGREEMENT FOR SALE

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made at Mumbai on this _____ day of _____ Two Thousand and Twenty Three (___.___.2023):

BETWEEN;

M/s. DESAI RESIDENCY PRIVATE LIMITED (formerly known as M/s. Spark Builders & Infra Projects Private Limited), a company incorporated under the provisions of the Companies Act, 2013, having its CIN U70109MH2018PTC314282 and having its registered office at Office No. 601, 6th floor, A Wing, Naman Midtown, Senapati Bapat Marg, Next to Indiabulls Finance Center, Prabhadevi (Elphinstone) West, Mumbai – 400013 hereinafter referred to as "**the Promoter/ Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its directors from time to time, its executors, administrators and the successors and assigns as may be applicable) of the **ONE PART**;

AND;

Mr./Mrs./Miss/Messrs. _____, Adult/s / Indian Inhabitant(s) having his/her/their address for the purpose of these presents at _____ _____

OR;

_____ a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business at _____ _____ _____ _____ _____ _____ _____ _____;

OR;

_____, a Company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

hereinafter referred to as "**Allottee(s)/ Purchaser(s)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

The Promoter/ Developer and the Allottee(s)/ Purchaser(s) are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**".

WHEREAS (Recitals):

(1) The Promoter/ Developer has acquired rights to undertake redevelopment of the following property ("**Project**"):

(i) All that piece and parcel of land admeasuring 791.16 Sq. Meters and 730 sq. meters as per PR Card and 725.82 Sq. meters or thereabouts as per physical survey bearing Final Plot No. 130A of T.P.S. Vile Parle No. II, corresponding C.T.S. No. 1327, 1327/1 to 4 of Village Vile Parle, Taluka Andheri, Bombay Suburban District within the Registration Sub – District of Bandra situate lying and being at Malviya Road, Vile Parle (East), Mumbai – 400057 and more particularly described in the **First Schedule** hereunder written ("**the said Land**") together with the building of ground and Two upper floors standing thereon consisting of 12 residential tenements and 2 (two) Garages (collectively, "**the said Property**") under the provisions of the Regulation 33(7)(B) and other relevant provision of the Development Control Regulations for Greater Mumbai, 1991 ("**DCPR**") and such other provisions of the DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCPR from time to time; and

(2) The Land is demarcated with blue colour boundary line on the plan hereto annexed and marked as **Annexure "1"**.

(3) Details of the structure/ building on the said Land is as follows:

(i) The said Land comprised of 1 structure/ building known as **"Vidyalankar CHSL"** consisting of ground and two upper floors standing thereon consisting of 12 residential tenements and 2 Garages (hereinafter referred to as **"the Society"**).

(4) Title of the said Property is as follows:

(i) The Society is the owner by virtue of conveyance and as such the owner is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land situate, lying and being at Malviya Road, Vile Parle (East), Mumbai – 400057, bearing Final Plot No. 130A of T.P.S. Vile Parle No. II, corresponding C.T.S. No. 1327, 1327/1 to 4 of Village Vile Parle, Taluka Andheri, Bombay Suburban District within the Registration Sub – District of Bandra, containing by admeasuring 791.16 Sq. Meters and 730 sq. meters as per PR Card and 725.82 Sq. meters or thereabouts as per physical survey (hereinafter referred to as the said **'Plot'**); together with the building known as "**VIDYALANKAR CHSL"** consisting of 12 residential tenements and 2 (two) Garages (the said Land, the Existing Building and flats and garages are hereinafter collectively referred to as "**the said Property**") by virtue of Indenture dated 03rd December 1977

entered into between Smt. Sushilaben N. Patel (therein called "Vendors" of the one part) and, and the society herein (therein called "the Purchaser Society" of the Other Part). The said Indenture is duly registered with the Sub-registrar of Assurances at Bombay under serial No.S/2101/77 on 30.05.2007.

(ii) The Society is the Owner of the said land and is also the owner of the said Building comprising of ground and two upper floors and consisting of 12 members/ tenements who are holder of having 12 residential flats on ownership basis and 02 (Two) covered garages (hereinafter referred to as the **"said Building"**). Pursuant to the said Indenture dated 03rd December 1977, the Society has right to utilize the plot potential F.S.I., T.D.R. and other development rights in respect of the said Project Land and has also right to construct any new building/s if so permitted by the concerned local authority.

(iii) By a duly registered Development Agreement dated 04th November, 2015 which is duly registered before the Sub-Registrar of Assurances, at Andheri - 4 (Bandra) under Serial No. BDR4-9223-2015 on 04.11.2015 entered into and executed between Vidyalankar Co-operative Housing Society Limited (therein referred to as "the Society" of the One Part) and M/S. Spark Builders & Infra Projects Private Limited (therein referred to as "the Developer" of the Second Part). The name of the Developer as per the said Development Agreement was M/s. Spark Builders & Infra Projects Private Limited which is later merged with M/s. Desai Residency Private Limited vide. Order of National Company Law Tribunal, Mumbai Bench vide. C.P. (C.A.A.) No. 2443/ MB/ 2020 in C.A. (C.A.A.) No. 1022 of 2020 delivered on 29.08.2020.

(iv) The said Development Agreement was further amended by Supplemental to Development Agreement dated 3rd December, 2021 which is duly registered with the Sub-Registrar of Assurances at Andheri – 4 (Bandra) under Serial No. BDR4-11123-2021 on 03.12.2021, entered into and executed between Vidyalankar Co-operative Housing Society Limited (therein referred to as "the Society" of the One Part) and M/s. Desai Residency Private Limited (therein referred to as "the Developer" of the Second Part) the Society transferred and assigned all their right, title and interest in relation to the redevelopment of the said Property to the Promoter/ Developer (hereinafter collectively referred to as the "**Development Agreement**").

(v) The Society therein have also executed a registered Power of Attorney dated 04.11.2015 registered before the Sub-Registrar of Assurances, under Serial No. BDR15-9224-2015 in favour of the Developer therein (i.e. the Promoter/ Developer herein) giving absolute powers to do all acts, deeds and things and to demolish the Existing Building and to redevelop the said Property on such terms and conditions that they deem fit between themselves and the respective Society.

(5) Property Register Card of the land bearing C.T.S. No. 1327, 1327/1 to 4 of Village Vile Parle bearing Final Plot No. 130A of T.P.S. Vile Parle No. II (of which, the said Land forms a part) is hereto annexed and marked as **Annexure "2"**.

(6) M.C.G.M. has sanctioned plans of the said New Building and issued IOD bearing No. P- 9246/2021/(130)/K/E Ward/FP/IOD/1/NEW dated 23.02.2022 in favour of the Promoter/ Developer ("**the said IOD**").

(7) By under the said IOD presently:

(i) The Promoter/ Developer has inter-alia the right and obligation to develop and construct the existing members tenements ("**Existing Members' Component**") to allot existing Members in the said Building on the said Land, in the manner as setout therein;

(ii) The Promoter/ Developer is inter-alia vested with the rights to develop the said Land/ Property by utilization of the free sale component, as may be increased from time to time ("**Free Sale Component**"), in the manner as setout therein.

(8) The Promoter/ Developer is vested with the rights to interalia develop the said Property in the manner the Promoter/ Developer may deem appropriate. The Promoter/ Developer has sole and exclusive right to sell the Flats/ Premises in the New Building (to be constructed on the said Land by utilization of the Free Sale Component) and to enter into Agreement/s with the Purchaser/s, Allottee(s)/ Purchaser(s), Mortgagee, Lessee, etc. of the Flats/ Premises to receive the sale consideration/ compensation in respect thereof, in accordance with the terms and conditions of the said IOD and other approvals obtained / being obtained in relation to the same.

(9) The Promoter/ Developer is in possession of the said Land. The Promoter/ Developer is entitled to construct building/s on the said Land in accordance with the Recitals hereinabove.

(10) The Promoter/ Developer is entitled to develop the said Land and is constructing a Multistoried Building thereon. The Promoter/ Developer proposes to construct the following on the said Land:

(i) The Promoter/ Developer has proposed to construct on the said Land 1 Multistoried Building having Ground and 10 (part) upper floors and as per amendments of plans from time to time as approved by M.C.G.M. (hereinafter referred to as **"New Building"**);

(ii) The common areas, facilities and amenities of the said Land, which shall be usable by all the owners /occupants of New Building, are more particularly set out in **Annexure "3"** hereto. ("**Project Amenities**");

(11) The redevelopment of the said New Building is referred to as the Development Project (as defined below) and proposed as a "real estate

project" by the Promoter/ Developer and the same has been registered as a 'real estate project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. _____ dated _____ for the Project and the copy of the RERA Project is annexed and marked as **Annexure "4"** hereto.

(12) The Allottee(s)/ Purchaser(s) is/are desirous of purchasing a Residential Flat bearing No. _____, admeasuring _____ Square Foot of Carpet Area (i.e. _____ Square Meters Carpet Area) (as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Authority) on the _____ **Floor** of the Real Estate Project (hereinafter referred to as the "**said Premises**") has / have approached the Promoter/ Developer and requested to allot to him/her/them the said Premises in the said New Building more particularly described in the **Second Schedule** hereunder written. A copy of the presently sanctioned floor plan (which is being revised) with respect to the said Premises is hereto annexed and marked as **Annexure "5"** hereto.

(13) The Allottee(s)/ Purchaser(s) has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee(s)/ Purchaser(s) has agreed and consented to the development of the said Project (as defined herein below). The Allottee(s)/ Purchaser(s) has also examined all documents and information uploaded by the Promoter/ Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

(14) The principal and material aspects of the development of the Real Estate Project as disclosed by the Promoter/ Developer, are briefly stated below:

(i) The said New Building (which is described in Recital 11 hereinabove) to be constructed in the said Land known as '**Vidyalankar**'.

(ii) As on date MCGM has sanctioned Ground and 9 (part) upper floors.

(iii) The Real Estate Project shall comprise of units/premises consisting of flat/s, and Premises.

(iv) Total FSI of 1.67 has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter/ Developer propose to eventually consume a further FSI of 1.03 aggregating to total FSI of 2.70 in the construction and development of the Real Estate Project.

(v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee(s)/ Purchaser(s) are listed in Annexure "3" hereto.

(vi) The Promoter/ Developer shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter/ Developer shall also be entitled to place, select, decide hoarding/board sites.

(vii) MCGM has issued Intimation of Disapproval (IOD) dated 23.02.2022, with respect to the development of the said Land. MCGM has also issued Commencement Certificate dated 20.02.2023 to commence the development of the New Building on the said Land and the same shall be further revalidated and re endorsed from time to time. Copies of the Intimation of Disapproval and the Commencement Certificate are hereto annexed and marked as **Annexure "6"** and **Annexure "7"** respectively.

(15) The Promoter/ Developer has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(16) The Promoter/ Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

(17) The Promoter/ Developer has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter/ Developer, to enter into Agreement/s with the Allottee(s)/ Purchaser(s) of the Premises, and to receive the sale consideration in respect thereof.

(18) On demand from the Allottee(s)/ Purchaser(s); the Promoter/ Developer has given inspection to the Allottee(s)/ Purchaser(s) of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter/ Developer's Architects, M/s. H. M. Jhaveri & Sons, Title Certificate prepared by Advocate Shushant Madan, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder. Copy of Title Certificate of the said Project is hereto annexed and marked as **Annexure "8"**.

(19) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/ Developer while developing the Real Estate Project and upon due observance and performance of which only, the

Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.

(20) The Promoter/ Developer have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

(21) Prior to execution of this Agreement, the Allottee(s)/ Purchaser(s) has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter/ Developer to develop the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including Intimation of Disapproval and Commencement Certificate) obtained till date and (iii) the Promoter/ Developer's entitlement to develop the Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee(s)/ Purchaser(s) undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

(22) 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.

(23) The Promoter/ Developer has agreed to sell to the Allottee(s)/ Purchaser(s) and the Allottee(s)/ Purchaser(s) has agreed to purchase and acquire from the Promoter/ Developer, the said Premises, at or for the price of **Rs.**_____/- (**Rupees** _____ **only**) and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee(s)/ Purchaser(s) has paid to the Promoter/ Developer a sum of **Rs.**_____/- (**Rupees** _____ **only**), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter/ Developer to the Allottee(s)/ Purchaser(s) as advance payment (the payment and receipt whereof the Promoter/ Developer doth hereby admit and acknowledge).

(24) Under Section 13 of the RERA, the Promoter/ Developer is required to execute a written agreement for sale of the said Premises with the Allottee(s)/ Purchaser(s) i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

(25) The list of Annexures attached to this Agreement are as follows:
Annexure "1" : Plan of the said Land.
Annexure "2" : Copy of Property Register Card of the said Land.

Annexure "3" : The common areas, facilities and amenities.
Annexure "4" : Copy of RERA Certificate.
Annexure "5" : Copy of the sanctioned floor plan of the said Premises.
Annexure "6" : Copy of the Intimation of Disapproval.
Annexure "7" : Copy of the Commencement Certificate.
Annexure "8" : Copy of the said Title Certificate.

(26) In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter/ Developer hereby agrees to sell and the Allottee(s)/ Purchaser(s) hereby agrees to purchase and acquire, the said Premises.

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

1 RECITALS AND HEADING:

1.1 All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

1.2 Heading given are for reference purpose only and no interpretation should be done based upon the heading.

2 PROJECT:

2.1 The Promoter/ Developer has constructed the Real Estate Project being the said New Building known as **'Vidyalankar'**, which as presently envisaged inter-alia comprises Ground and 10 upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM and other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee(s)/ Purchaser(s) and are listed in the Annexure "3" herein.

3 PURCHASE OF THE PREMISES AND SALE CONSIDERATION:

3.1 The Promoter/ Developer has agreed to sell to the Allottee(s)/ Purchaser(s) and the Allottee(s)/ Purchaser(s) has/have agreed to purchase from the Promoter/ Developer on ownership basis, the said Premises being a **Flat bearing No.** _____ admeasuring _____ Square Foot of Carpet Area (i.e. _____ Square Meters Carpet Area) (as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the RERA Authority) on the

_____ **(_____) habitable Floor** and more particularly described in the **Second Schedule** hereunder written, and as shown in red colour boundary line on the plan annexed hereto and marked as **Annexure "5"** in the said New Building, which is more particularly described in the Second Schedule hereunder written, at or for consideration of **Rs._____/- (Rupees _____ only) ("the Sale Consideration")**. The said Premises shall contain amenities as set out in the Annexure "3" hereto.

3.2 The Allottee(s)/ Purchaser(s) has paid before execution of this Agreement, a sum of Rs._____/-(Rupees _____ only) as advance payment and hereby agrees to pay to the Promoter/ Developer the balance amount of Sale Consideration of Rs._____/- (Rupees _____ Only) in the following manner:

Sr No.	Task Name	Bifurcation	Merged
1	Booking Amount	10%	30%
2	At the time of Registration	20%	
3	On Completion of Plinth	15%	15%
4	On Completion of 1st Slab	3%	33
5	On Completion of 2nd Slab	3%	
6	On Completion of 3rd Slab	3%	
7	On Completion of 4th Slab	3%	
8	On Completion of 5th Slab	3%	
9	On Completion of 6th Slab	3%	
10	On Completion of 7th Slab	3%	
11	On Completion of 8th Slab	3%	
12	On Completion of 9th Slab	3%	
13	On Completion of 10th Slab	3%	
14	On Completion of 11th Slab	3%	
15	On Completion of Walls	3%	17
17	On Completion of External Plaster	3%	
18	On Completion of Flooring	3%	
19	On Completion of Doors	3%	
20	On Completion of Windows	2%	
21	On Completion of External plumbing	3%	
24	Possession/Receipt of OC or Completion Certificate	5%	5%
		100%	100%

The Promoter	The Allottee(s)

3.3 The payment by the Allottee(s)/ Purchaser(s) in accordance with the Clause 3.2 is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter/ Developer has agreed to allot and sell the said Premises to the Allottee(s)/ Purchaser(s) at the Sale Consideration inter-alia because of the Allottee(s)/ Purchaser(s) having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3.2 herein. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee(s)/ Purchaser(s) simultaneously on the execution of this Agreement.

3.4 The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST (if applicable) and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or M.C.G.M and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee(s)/ Purchaser(s) alone and the Promoter/ Developer shall not be liable to bear or pay the same or any part thereof.

3.5 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.

3.6 The Sale Consideration 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 Promoter/ Developer undertakes and agrees that while raising a demand on the Allottee(s)/ Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/ Developer shall enclose the said notification/order/ rule/regulation published/issued in that

behalf to that effect along with the demand letter being issued to the Allottee(s)/ Purchaser(s), which shall only be applicable on subsequent payments.

3.7 The Promoter/ Developer may allow, in its sole discretion, a rebate for early payments of equal Instalments payable by the Allottee(s)/ Purchaser(s) by discounting such early payments at the rate of Nil 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 the Allottee(s)/ Purchaser(s) by the Promoter/ Developer.

3.8 The Promoter/ Developer shall confirm the final Carpet Area that has been allotted to the Allottee(s)/ Purchaser(s) after the construction of the said New Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the Carpet Area of the said Premises, shall be recalculated upon confirmation by the Promoter/ Developer. If there is any reduction in the Carpet Area above the defined limit of 3%, then, the Promoter/ Developer shall refund the excess money paid by Allottee(s)/ Purchaser(s) within 45 (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(s)/ Purchaser(s); If there is any increase in the Carpet Area allotted to Allottee(s)/ Purchaser(s); the Promoter/ Developer shall demand additional amount from the Allottee(s)/ Purchaser(s) towards Sale Consideration, which shall be payable by the Allottee(s)/ Purchaser(s) prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/ Developer/ Allottee(s)/ Purchaser(s); as the case may be, under this Clause 3.8, shall be made at the same rate per square meter as agreed in Clause 3.1 above.

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

3.10 The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee(s)/ Purchaser(s) and are listed in the Annexure “3” hereto. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter/ Developer are listed in the Annexure “3” hereto.

3.11 The Allottee(s)/ Purchaser(s) is/are further desirous of using for himself/herself ____ parking spaces/slots (as may be determined by the

Promoter/ Developer) in the Basement/ Surface / Stilt/ Mechanised/ Tower/ Stack parking in the New Building and/or on the said Land, as the case may be, (**"the said Car Parking Space"**) and the same shall be limited common areas and facilities. Acceding to the aforesaid request of the Allottee(s)/ Purchaser(s), and pursuant to the discussions and negotiations between the Allottee(s)/ Purchaser(s) and the Promoter/ Developer, the Promoter/ Developer has agreed to allot to the Allottee(s)/ Purchaser(s) without any consideration, the right to use the said Car Parking Space for himself/herself/his visitors/guests on the terms and conditions hereinafter appearing. The Allottee(s)/ Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the said car parks by the Promoter/ Developer and/or the Society (as the case may be) and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter/ Developer and/or the Society, as the case may be. The Allottee(s)/ Purchaser(s) agrees and confirms that he/she shall not raise any objection to the designations/selections of parking done / to be done by the Promoter/ Developer for himself / herself and for other Allottee(s)/ Purchaser(s) in the said New Building.

3.12 The Promoter/ Developer has agreed to sell to the Allottee(s)/ Purchaser(s) and the Allottee(s)/ Purchaser(s) has agreed to acquire from the Promoter/ Developer the said Premises on the basis of the Carpet Area only and the Sale Consideration agreed to be paid by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer is agreed on the basis of the Carpet Area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter/ Developer has neither charged nor recovered from the Allottee(s)/ Purchaser(s) any price or consideration for any Additional Areas and/or Aggregate Areas and the said Car Parking Space.

3.13 The Promoter/ Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee(s)/ Purchaser(s); obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

3.14 Time is of the essence for the Promoter/ Developer as well as the Allottee(s)/ Purchaser(s). The Promoter/ Developer shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee(s)/ Purchaser(s) after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee(s)/ Purchaser(s) shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

3.15 All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter/ Developer set-out in the **Third Schedule** hereunder written. In case of any financing arrangement entered by the Allottee(s)/ Purchaser(s) with any financial institution with respect to the purchase of the said Premises, the Allottee(s)/ Purchaser(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter/ Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter/ Developer more particularly mentioned in the Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Third Schedule shall not be treated as payment towards the said Premises. The Allottee(s)/ Purchaser(s) shall satisfy the Promoter/ Developer either through its banker's commitment or in such other manner as shall be determined by the Promoter/ Developer with regard to the security for the payment of each installment of the Sale Consideration. The Promoter/ Developer shall be entitled to change the account (as set-out in the Third Schedule) by giving a written notice to the Allottee(s)/ Purchaser(s) to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee(s)/ Purchaser(s) and/or the aforesaid financial institution in such new account.

3.16 The Allottee(s)/ Purchaser(s) is aware that the Allottee(s)/ Purchaser(s) is required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and Rules made thereunder and the Allottee(s)/ Purchaser(s) shall comply with the same and all the other provisions of the Income Tax Act and Rules made thereunder including but not limited to filing of relevant Forms and returns. The Allottee(s)/ Purchaser(s) shall issue TDS Challan and TDS Certificate to the developer within the period as provided under Income Tax Act and in the event of not sharing such TDS Challan and TDS Certificate or TDS Certificate without correct details of payment or year of payment, the Allottee(s)/ Purchaser(s) shall be liable to make payment to the extent of such amount to the Promoter/ Developer.

3.17 The Allottee(s)/ Purchaser(s) agrees and confirms that in the event of delay / default in making payment of the GST (if applicable), TDS or any such taxes or amounts under this Agreement as called upon by the Promoter/ Developer, then without prejudice to any other rights or remedies available with the Promoter/ Developer under this Agreement, the Promoter/ Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee(s)/ Purchaser(s) and the Allottee(s)/ Purchaser(s) shall forthwith

pay the balance amount due and payable by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer.

3.18 Notwithstanding anything contained herein, Allottee(s)/ Purchaser(s) each payment made by the Allottee(s)/ Purchaser(s) shall be allocated at the discretion of the Promoter/ Developer, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter/ Developer to appropriate any amounts received from the Allottee(s)/ Purchaser(s) towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer.

4 FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE SAID NEW BUILDING ON THE SAID LAND:

4.1 The Allottee(s)/ Purchaser(s) hereby agrees, accepts and confirms that the Promoter/ Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital 15 above and Allottee(s)/ Purchaser(s) has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter/ Developer in this regard.

5 POSSESSION DATE, DELAYS AND TERMINATION:

5.1 The Promoter/ Developer shall give possession of the Premises to the Allottee(s)/ Purchaser(s) to the Allottee(s)/ Purchaser(s) upon the receipt of the balance payment of the Sale Price and other amounts as mentioned in the Agreement, on or before _____ **("Possession Date")**. Provided however, that the Promoter/ Developer shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

(i) war, civil commotion or act of God ;

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

5.2 If the Promoter/ Developer fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee(s)/ Purchaser(s) on the Possession Date (save and except for the reasons as stated in Clause 5.1), then the Allottee(s)/ Purchaser(s) shall be entitled to either of the following:

(i) call upon the Promoter/ Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by

the Promoter/ Developer ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. thereon (calculated for every month of delay from the Possession Date) ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee(s)/ Purchaser(s). The interest shall be paid by the Promoter/ Developer to the Allottee(s)/ Purchaser(s) till the date of offering to hand over of the possession of the said Premises by the Promoter/ Developer to the Allottee(s)/ Purchaser(s); **OR**

(ii) the Allottee(s)/ Purchaser(s) shall be entitled to terminate this Agreement by giving written notice to the Promoter/ Developer by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter/ Developer ("**Allottee(s)/ Purchaser(s) Termination Notice**"). On the receipt of the Allottee(s)/ Purchaser(s) Termination Notice by the Promoter/ Developer, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter/ Developer, the Promoter/ Developer shall refund to the Allottee(s)/ Purchaser(s) the amounts already received by the Promoter/ Developer under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the Promoter/ Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter/ Developer (as stated in this clause), the Allottee(s)/ Purchaser(s) shall have no claim of any nature whatsoever on the Promoter/ Developer and/or the said Premises and/or said Car Parking Space and the Promoter/ Developer shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space in the manner it deems fit and proper.

5.3 In case if the Allottee(s)/ Purchaser(s) elects his remedy under Clause 5.2(i) above then in such a case the Allottee(s)/ Purchaser(s) shall not subsequently be entitled to the remedy under Clause 5.2(ii) above.

5.4 If the Allottee(s)/ Purchaser(s) fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee(s)/ Purchaser(s) shall pay to the Promoter/ Developer interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

5.5 Without prejudice to the right of the Promoter/ Developer to charge interest at the Interest Rate mentioned at Clause 5.4 above, and any other rights and remedies available to the Promoter/ Developer, failure of the Allottee(s)/ Purchaser(s) of performing and observing all the terms

and conditions of this Agreement including committing three default in payment on due date of any amount due and payable by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings)and if any of the representations and warranties of the Allottee(s)/ Purchaser(s) given in clause 9.2 and 9.6 is untrue or false shall constitute an event of default ("**Events of Default**").

5.6 Upon occurrence of three Event of Default, the Promoter/ Developer shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee(s)/ Purchaser(s); Provided that, the Promoter/ Developer shall give notice of 15 (fifteen) days in writing to the Allottee(s)/ Purchaser(s) ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee(s)/ Purchaser(s); of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

5.7 If the Allottee(s)/ Purchaser(s) fails to rectify the breach or breaches mentioned by the Promoter/ Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter/ Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee(s)/ Purchaser(s) ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee(s)/ Purchaser(s); On the receipt of the Promoter/ Developer Termination Notice by the Allottee(s)/ Purchaser(s); this Agreement shall stand terminated and cancelled.

5.8 On the termination and cancellation of this Agreement in the manner as stated in Clause 5.7 above:

(i) The Promoter/ Developer will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee(s)/ Purchaser(s) agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter/ Developer, and that the same shall be in the nature of liquidated damages and not penalty an amount equivalent to 10% (ten per cent) of the Sale Consideration together with applicable taxes thereon GST, unpaid interest, penalties, and amount of brokerage, if any paid.

(ii) The Promoter/ Developer will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, any other amount due and payable by the Allottee(s)/ Purchaser(s) and/or paid by the Promoter/ Developer in respect of the Sale Consideration.

(iii) The Allottee(s)/ Purchaser(s) shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either

against the Promoter/ Developer or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the Common Areas and Facilities and limited common areas and every part thereof and the Promoter/ Developer shall be entitled to deal with and dispose of same to any other person/s as the Promoter/ Developer deems fit in its sole and absolute discretion without any further act or consent from the Allottee(s)/ Purchaser(s) and/or any notice or reference to the Allottee(s)/ Purchaser(s).

5.9 The events of force majeure shall mean

(i) war, civil commotion or act of God ;

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

The Promoter	The Allottee(s)

In such case suitable extension in construction period shall be considered and the period for completion of the construction of the New Building will be automatically extended.

6 PROCEDURE FOR TAKING POSSESSION:

6.1 Upon payment by the Allottee(s)/ Purchaser(s) of the balance amount out of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter/ Developer upon obtaining the Occupancy Certificate from the competent authority, shall offer in writing the possession of the Flat, to the Allottee(s)/ Purchaser(s) in terms of this Agreement to be taken within 15 (fifteen days from the date of issue of such notice and the Promoter/ Developer shall give possession of the Flat to the Allottee(s)/ Purchaser(s). The Allottee(s)/ Purchaser(s) agree(s) to pay the maintenance charges as determined by the Promoter/ Developer or association of Allottee(s)/ Purchaser(s), as the case may be. The Promoter/ Developer on its behalf shall offer the possession to the Allottee(s)/ Purchaser(s) in writing within 7 days of receiving the occupancy certificate of the Project (**"Possession Notice"**).

6.2 The Allottee(s)/ Purchaser(s) shall take possession of the said Premises immediately from the date mentioned in the Possession Notice.

6.3 Post receipt of the Possession Notice, the Allottee(s)/ Purchaser(s) may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter/ Developer which will be provided to the Allottee(s)/ Purchaser(s) at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter/ Developer as an interest free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee(s)/ Purchaser(s) is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and/or the Whole Project.

6.4 Upon receiving the Possession Notice from the Promoter/ Developer as per Clause 6.2 above, the Allottee(s)/ Purchaser(s) shall take possession of the said Premises from the Promoter/ Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter/ Developer, and the Promoter/ Developer shall give possession of the said Premises to the Allottee(s)/ Purchaser(s). Irrespective of whether the Allottee(s)/ Purchaser(s) takes or fails to take possession of the Premises within the time provided in

Clause 6.2 above, such Allottee(s)/ Purchaser(s) shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter/ Developer/ Society.

6.5 From the date mentioned in the Possession Notice, the Allottee(s)/ Purchaser(s) shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other 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 Real Estate Project. Until the Society is formed and the Society Transfer Document is duly executed and registered, the Allottee(s)/ Purchaser(s) shall pay to the Promoter/ Developer such proportionate share of outgoings as may be determined by the Promoter/ Developer at its sole discretion. The Allottee(s)/ Purchaser(s) further agrees that till the Allottee's share is so determined by the Promoter/ Developer at its sole discretion, the Allottee(s)/ Purchaser(s) shall pay to the Promoter/ Developer provisional monthly contribution as provided in Clause 8.14 herein towards the outgoings. The amounts so paid by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer shall not carry any interest and shall remain with the Promoter/ Developer until the Society Transfer Document is duly executed and registered. On execution of the Society Transfer Document, the aforesaid contribution less any deductions as provided for in this Agreement, shall be paid over by the Promoter/ Developer to the Society.

6.6 If within a period of 5 (five) years from the date of receipt of occupation certificate; the Allottee(s)/ Purchaser(s) brings to the notice of the Promoter/ Developer any structural defect in the said Premises or the said New Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/ Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee(s)/ Purchaser(s) shall be entitled to receive from the Promoter/ Developer, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter/ Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee(s)/ Purchaser(s) and/or any other allottees in the Real Estate Projector acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / installation of any grill work/ breakage of internal walls/ core cutting/ change of flooring / window alterations / any other work undertaken by the Allottee(s)/ Purchaser(s) and/or any other allottee/person in the Real Estate Project and/or the said Project and/or the said Land.

6.7 The Allottee(s)/ Purchaser(s) shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential. The Allottee(s)/ Purchaser(s) shall use the said Car Parking Space only for purpose of parking vehicle.

7 FACILITY MANAGER:

7.1 The Promoter/ Developer has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Land / the said New Building, such decision shall be final and binding until the Society Transfer Document in respect of the said Land is executed in favour of the Society. Thereafter, subject to the provisions of the Clause 7.3 below the Society shall be entitled to undertake the maintenance of the said Land / the said New Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Society, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society, commits default, the Promoter/ Developer shall have a right to rectify the default and recover the expenses from the Society. The Promoter/ Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said New Building and /or the said Land and the Allottee(s)/ Purchaser(s) hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

7.2 The Promoter/ Developer shall have the right to designate any space on the said New Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said New Building. The Promoter/ Developer shall also be entitled to designate any space on the said Land and/or in the terrace of the said New Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said New Building.

7.3 Notwithstanding any other provision of this Agreement, the Promoter/ Developer has right to and shall be entitled to nominate any person (“Facility Manager”) to manage the operation and maintenance of the said New Building, common amenities and facilities on the said Land after the completion of the development of the said Land. The Promoter/ Developer has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee(s)/ Purchaser(s) / occupiers of the flats in the manner as may be determined by the Facility Manager and/or the Promoter/ Developer, as part of the development and

common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee(s)/ Purchaser(s) agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter/ Developer or towards the maintenance charges determined by such agency and/or the Promoter/ Developer. It is agreed and understood by the Allottee(s)/ Purchaser(s) that the cost of maintenance of the said New Building shall be borne and paid by the Allottee(s)/ Purchaser(s) of the flats in the said New Building alone.

7.4 The Allottee(s)/ Purchaser(s) agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter/ Developer and/or the Facility Manager, including without limitation, payment of the Allottee(s)/ Purchaser(s)' (save and except allottees of the shops) share of the service charges that may become payable with respect to the operation and maintenance of the Common Areas and Facilities of the said Land and the said New Building constructed thereon.

8 ADDITION OF NEW MEMBER IN THE SOCIETY:

8.1 Upon completion of the said Project and after receiving total consideration from the Allottee(s)/ Purchaser(s), the Promoter/ Developer shall submit an application to the Society to add the Allottee(s)/ Purchaser(s) and other allottees of flats in the said New Building as member of the said Society, under the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

8.2 The Allottee(s)/ Purchaser(s) shall, along with other allottees of flats in the Real Estate Project, shall join the Society as per the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (**"the Society"**).

8.3 For this purpose, the Allottee(s)/ Purchaser(s) shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the admission and/or creation of new membership in the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter/ Developer within 7 (seven) days of the same being made available to the Allottee(s)/ Purchaser(s); so as to enable the Promoter/ Developer to admission and/or creation of new membership in the Society. No objection shall be taken by the Allottee(s)/ Purchaser(s) if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

8.4 The name of the Society shall be continue as Vidyalankar Co-operative Housing Society Ltd. and can be changed as solely decided by the Promoter/ Developer.

8.5 The Society shall admit all Allottee(s)/ Purchaser(s) of flats in the said New Building as members, in accordance with its bye-laws.

8.6 The Promoter/ Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

8.7 Post execution of the Society Transfer Document, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee(s)/ Purchaser(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

8.8 Post execution of the Society Transfer Document, the Promoter/ Developer shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter/ Developer shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the said Project, save and except the municipal taxes at actuals (levied on the unsold premises).

8.9 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the said Premises, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter/ Developer for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their respective members/intended members including the Allottee(s)/ Purchaser(s); as the case may be, and the Promoter/ Developer shall not be liable toward the same.

8.10 Within 12 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Real Estate Project with the common areas, facilities and amenities described in the Annexure “3” hereto shall be transferred to the Society vide a document, provided however that the said Project Amenities shall be retained by the Promoter/ Developer and shall not be transferred to the Society (“Society Transfer Document”). The Society shall be required to join in execution and registration of the Society Transfer Document. The costs, expenses, charges, levies and taxes on the Society Transfer Document and the transaction contemplated thereby including stamp duty and registration

charges shall be borne and paid by the Society alone. Post the Society Transfer Document, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter/ Developer shall not be responsible for the same, subject to the terms of this Agreement.

8.11 The overall scheme of the development of the said Land including the said Land is presently being carried out under the provisions of Regulation 33(7)(B) and other relevant provision of the DCPR-2034. The said Land is owned by the Society and continue to be owned by the Society with all the new Allottee(s)/ Purchaser(s) added as their members. No new conveyance is required to execute to transfer any land rights in favour of the Society.

8.12 The Allottee(s)/ Purchaser(s) shall, before delivery of possession of the said Premises in accordance with Clause 6.4 above, deposit the following amounts with the Promoter/ Developer:

(i) **Rs. 1,100/- (Rupees One Thousand One Hundred only)** for share money, entrance fee of the Society;

(ii) **Rs. 25,000/- (Rupees Twenty-Five Thousand only)** for documentation and correspondence with the Society;

(iii) **Rs. _____/- (Rupees _____ only)** for proportionate share of tax and other outgoings for ___ months;

(iv) **Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand only)** towards proportionate share of development charges and service charges.

(v) **Rs. 15,000/- (Rupees Fifteen Thousand only)** towards miscellaneous charges;

(vi) **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** charges towards government, water, drainage, electricity, telephone, gas connection or any other service/ utility connection;

(vii) **Rs.50,000/- (Rupees Fifty Thousand only)** towards gymnasium charges.

All such amount shall be payable along with applicable GST and other taxes as applicable from time to time.

8.13 In addition, the Allottee(s)/ Purchaser(s) shall pay to the Promoter/ Developer a sum of **Rs.50,000/- (Rupees Fifty Thousand only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter/ Developer in connection with this Agreement, the transaction contemplated hereby. Such amount shall be payable along with applicable GST and other taxes as applicable from time to time.

8.14 The Promoter/ Developer has informed the Allottee(s)/ Purchaser(s) that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas

pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter/ Developer has further informed the Allottee(s)/ Purchaser(s) that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee(s)/ Purchaser(s) alongwith other purchasers/ Allottee(s)/ Purchaser(s) of flats in the Real Estate Project and/or on the said Land, and the Allottee(s)/ Purchaser(s) shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee(s)/ Purchaser(s) of flats on the Real Estate Project including the Allottee(s)/ Purchaser(s) herein and the proportion to be paid by the Allottee(s)/ Purchaser(s) shall be determined by the Promoter/ Developer and the Allottee(s)/ Purchaser(s) agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee(s)/ Purchaser(s) nor any of the Allottee(s)/ Purchaser(s) of flats in the Real Estate Project shall object to the Promoter/ Developer laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc.

8.15 The Promoter/ Developer shall maintain a separate account in respect of sums received from the Allottee(s)/ Purchaser(s) as advance maintenance and shall utilize the amounts only for the purposes for which they have been received. However, the said amounts are not refundable and no statements in respect thereof will be required to be given to the Purchasers individually.

9 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER and ALLOTTEE(S)/ PURCHASER(S):

9.1 The Promoter/ Developer hereby represents and warrants to the Allottee(s)/ Purchaser(s) as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate and the RERA Certificate:

(a) The Promoter/ Developer has clear and marketable title and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;

(b) The Promoter/ Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

(c) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee(s)/ Purchaser(s);

(d) There is one litigation with Garage Occupant is pending in City Civil Court, Dindoshi Branch, Suit No. 445 of 2023 between Mrs.

Hiravatee S. Shah and Mr. Siddharth D. Shah V/s Bombay Municipal Corporation & Others and apart from that there are no other litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee(s)/ Purchaser(s);

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoter/ Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

(f) The Promoter/ Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s)/ Purchaser(s) created herein, may prejudicially be affected;

(g) The Promoter/ Developer 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 said Land and the said Premises, which will, in any manner, affect the rights of Allottee(s)/ Purchaser(s) under this Agreement;

(h) The Promoter/ Developer confirms that the Promoter/ Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee(s)/ Purchaser(s) in the manner contemplated in this Agreement;

(i) At the time of execution of the Society Transfer Document, the Promoter/ Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Annexure “3” hereunder written to the Society;

(j) The Promoter/ Developer 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 Real Estate Project to the competent Authorities till the Society Transfer Document and thereupon shall be proportionately borne by the Society;

(k) 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 Land) has been received or served upon the Promoter/ Developer in respect of the Land and/or the Project except those disclosed to the Allottee(s)/ Purchaser(s);

9.2 The Allottee(s)/ Purchaser(s), with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby agrees and covenants with the Promoter/ Developer as follows:-

(i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or byelaws or change/alter or make addition in or to the said New Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises 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, passenger Lift, Gates, Doors, Common Paints, Common Ceilings or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee(s)/ Purchaser(s) in this behalf, the Allottee(s)/ Purchaser(s) shall be liable for the consequences of the breach and has to compensate for the same at his/her cost.

(iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter/ Developer to the Allottee(s)/ Purchaser(s) and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises 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 said Premises committing any act in contravention of the above provision, the Allottee(s)/ Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and has to compensate for the same at his/her cost.

(iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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 Real Estate Project in which the said Premises 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 said Premises without the prior written permission of the Promoter/ Developer and/or the Society; It is specifically conveyed by the Promoter and accepted by the Allottee/Purchaser(s) that Defect Liability Period of the New Building as provided by the Promoter will lapse if repairs or alterations internally or externally done by the Allottee/ Purchaser(s) cause any leakages and damage the structure and such Allottee/ Purchaser(s) shall be liable to rectify the defect caused by such alteration.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises 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 Premises in the compound or any portion of the said Land and/or the Real Estate Project in which the said Premises is situated.

(vii) Pay to the Promoter/ Developer within 15 (fifteen) days of demand by the Promoter/ Developer, his share of taxes, security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

(viii) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.

(ix) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

(x) Not to change the user of the said Premises without the prior written permission of the Promoter/ Developer and Society;

(xi) The Allottee(s)/ Purchaser(s) shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and/or its rights, entitlements and obligations under this Agreement, for atleast 3 (three) years from the date of this Agreement unless otherwise agreed by the Promoter/ Developer and such letting, sub-letting, transferring, assigning, sale, lease, license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienation can be done only after all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee(s)/ Purchaser(s) is desirous of transferring the said Premises and/or the said Car Parking Space and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee(s)/ Purchaser(s) shall be entitled to effectuate such transfer only with the prior written permission of the Promoter/ Developer.

(xii) The Allottee(s)/ Purchaser(s) shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s)/ Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xiii) The Allottee(s)/ Purchaser(s) shall permit the Promoter/ Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xiv) Till the execution of the Society Transfer Document is executed in favour of the Society, the Allottee(s)/ Purchaser(s) shall permit the

Promoter/ Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xv) The said New Building is currently known as **Vidyalankar Co-Operative Housing Society Ltd.** and the Promoter/ Developer shall be entitled to formally name the said New Building at a later date and which name shall not be changed by the Allottee(s)/ Purchaser(s) and/or the Society.

(xvi) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee(s)/ Purchaser(s) hereby agrees that the Promoter/ Developer may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee(s)/ Purchaser(s) hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee(s)/ Purchaser(s), along with any and all Allottee(s)/ Purchaser(s) of the flats, of the said New Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said New Building. The said Premises shall contain amenities as setout in the Annexure “3” hereto. The Promoter/ Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said New Building.

(xvii) The said Premises in the said New Building being premium in nature; the Allottee(s)/ Purchaser(s) shall refurbish / fit-out/ interior works the said Premises in the manner the Allottee(s)/ Purchaser(s) deem fit but only after seeking prior written consent of the Promoter/ Developer with regard to the nature of refurbishment and fit-outs and after the plan thereof is duly approved by the Promoter/ Developer. The Allottee(s)/ Purchaser(s) agrees and covenants that the Allottee(s)/ Purchaser(s) and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described herein below. The Allottee(s)/ Purchaser(s) shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter/ Developer shall provide electrical, plumbing and drainage

connectivity upto the said Premises (high side) and hand over the said Premises without any interior walls, flooring and finishes. The Allottee(s)/ Purchaser(s) confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee(s)/ Purchaser(s).

(xviii) Not to affix any fixtures or grills on the exterior of the said New Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee(s)/ Purchaser(s) shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee(s)/ Purchaser(s) shall be permitted to fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee(s)/ Purchaser(s) from the Promoter/ Developer and the Allottee(s)/ Purchaser(s) undertakes not to fix any grill having a design other than the standard design approved by the Promoter/ Developer. If found that the Allottee(s)/ Purchaser(s) has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottee(s)/ Purchaser(s) has affixed a grill having a design other than the standard approved design, the Allottee(s)/ Purchaser(s) shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein. The Allottee(s)/ Purchaser(s) shall be responsible for installation of grills without Promoter's permission and Society's permission and in such event the Allottee(s)/ Purchaser(s) shall be held responsible for any damage, loss, leakages or legal action initiated in relation to the same.

(xix) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said New Building in any manner whatsoever. The Allottee(s)/ Purchaser(s) shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee(s)/ Purchaser(s) has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee(s)/ Purchaser(s) shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.

(xx) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said New Building and the Allottee(s)/ Purchaser(s) shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter/ Developer and/or of the Society.

(xxi) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said New Building and not cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said New Building or do any act to affect the FSI potential of the the said Land.

(xxii) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter/ Developer. In the event of the Allottee(s)/ Purchaser(s) carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter/ Developer shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said New Building on account of such renovation / repair.

(xxiii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter/ Developer and/or the said Society, the MCGM and other concerned authorities.

(xxiv) Not to shift or alter the position either of the kitchen (if applicable), the piped gas system (if applicable) or the toilets which would affect the drainage system of the said Premises /Building in any manner whatsoever.

(xxv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the said New Building.

(xxvi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the said New Building in which the said Premises is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(xxvii) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the said Premises therein and for observance and performance of the

building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee(s)/ Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said New Building and the Allottee(s)/ Purchaser(s) shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxviii) Not to violate and to abide by all rules and regulations framed by the Promoter/ Developer / its designated Facility Manager and/or by the said Society, for the purpose of maintenance and up-keep of the said New Building and in connection with any interior / civil works that the Allottee(s)/ Purchaser(s) may carry out in the said Premises (the "Fit-out Rules").

(xxix) The Allottee(s)/ Purchaser(s) shall never in any manner enclose any flower beds / planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter/ Developer shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee(s)/ Purchaser(s) and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxx) Shall not do either by himself / herself / itself or any person claiming through the Allottee(s)/ Purchaser(s) anything which may or is likely to endanger or damage the said New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said New Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said New Building.

(xxxi) Shall not display at any place in the said New Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee(s)/ Purchaser(s) shall not stick or affix pamphlets, posters or any paper on the walls of the said New Building or common area therein or in any other place or on the window, doors and corridors of the said New Building.

(xxxii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the

said New Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee(s)/ Purchaser(s) in such places only as shall have been previously approved in writing by the Promoter/ Developer in accordance with such manner, position and standard design laid down by the Promoter/ Developer.

(xxxiii) Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted / allotted by the Promoter/ Developer.

(xxxiv) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, and furniture making or any other allied work in the said Premises.

(xxxv) The Allottee(s)/ Purchaser(s) shall permit the Promoter/ Developer and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said New Building. The Allottee(s)/ Purchaser(s) is aware that the main water/drainage pipes of the said New Building may pass through certain areas within the said Premises. The Allottee(s)/ Purchaser(s) agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter/ Developer /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee(s)/ Purchaser(s) hereby gives his express consent for the same.

(xxxvi) The Allottee(s)/ Purchaser(s) is aware and acknowledges that the Promoter/ Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said New Building and the Allottee(s)/

Purchaser(s) undertakes that it shall not be entitled to raise any objection with respect to the same.

(xxxvii) The Promoter/ Developer shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land.

(xxxviii) The Promoter/ Developer shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land or any portion thereof is leased to the said Organization or to the Society, as the case may be, until the entire development on the said Land is fully completed.

9.3 It is agreed that as and when the Promoter/ Developer enters into agreements / arrangements with any person, or otherwise the Promoter/ Developer is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee(s)/ Purchaser(s) herein shall procure such Utilities only from the Promoter/ Developer or any person as may be nominated by the Promoter/ Developer in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter/ Developer or its nominee, to the Promoter/ Developer or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, **"Utilities"** refers to gas, water, electricity, and such other service of mass consumption as may be utilized by the Allottee(s)/ Purchaser(s) on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter/ Developer is obligated / liable to provide all or any of the Utilities whether or not the Promoter/ Developer has entered into agreements / arrangements with any person, or otherwise the Promoter/ Developer is in a position to provide all Utilities or any of them.

9.4 The Promoter/ Developer and/or any professional agency appointed by them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said New Building, and/or the said Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee(s)/ Purchaser(s) as may be determined by the Promoter/ Developer and/or such professional agency.

9.5 The Allottee(s)/ Purchaser(s) hereby nominates the persons as setout in the Third Schedule (**"the said Nominee"**) as his / her / their / its nominee in respect of the said Premises. On the death of Allottee(s)/ Purchaser(s), the said Nominee shall assume all the obligations and responsibilities of the Allottee(s)/ Purchaser(s) under this Agreement or otherwise (including the right and authority to give discharge), and shall be liable and responsible to perform the same. The Allottee(s)/

Purchaser(s) shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter/ Developer shall only recognize the said Nominee or the nominee substituted by the Allottee(s)/ Purchaser(s) (if such substitution has been intimated to the Promoter/ Developer in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee(s)/ Purchaser(s) shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter/ Developer shall at its discretion be entitled to insist on Probate / Succession Certificate/ Letter of Administration and/or such other documents as the Promoter/ Developer may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter/ Developer as may be necessary and required by the Promoter/ Developer.

9.6 The Allottee(s)/ Purchaser(s) hereby represents and warrants to the Promoter/ Developer that:

(i) He / she / they / it is / are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;

(ii) He / she / they / it has / have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/or ordered to be wound up or dissolved, as the case may be;

(iii) No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee(s)/ Purchaser(s) or all or any of his / her / their / its assets and/or properties;

(iv) None of his / her / their / its assets / properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them;

(vi) No execution or other similar process is issued and/or levied against him / her / them and/or against any of his / her / their / its assets and properties;

(vii) He / she / they has / have not compounded payment with his / her / their / its creditors;

(viii) He / she / it / they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) He / she / it / they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;

(x) He / she / they is / are aware that the Promoter/ Developer has agreed to grant to him / her / them the use of the said Car Parking Space(if applicable) and that such similar usage rights are given / shall be given to other Flats Allottee(s)/ Purchaser(s) in the said New Building (i.e. flat Allottee(s)/ Purchaser(s) shall be entitled to usage rights of their respective appurtenant spaces and the car parking spaces); which grant of right shall be binding on him / her / them / it and/or his / her / their / its assigns / nominees; and

(xi) The Allottee(s)/ Purchaser(s) is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter/ Developer provide such security as may be required by the Promoter/ Developer towards the payment of the Sale Consideration and the Installments. In the event of any of the aforementioned representations and warranties of the Allottee(s)/ Purchaser(s) are untrue and false, then the Promoter/ Developer shall have the discretion to termination this Agreement in the manner as stated hereinabove.

9.7 It is abundantly made clear to the Allottee(s)/ Purchaser(s) who is or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee(s)/ Purchaser(s) understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter/ Developer accepts no responsibility in this regard and the Allottee(s)/ Purchaser(s) agrees to

indemnify and keep the Promoter/ Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

10 MORTGAGE OR CREATION OF CHARGE:

10.1 Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter/ Developer) and notwithstanding the Promoter/ Developer giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / lien of or on the said Premises, the Promoter/ Developer shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee(s)/ Purchaser(s) under this Agreement for recovery of any amount due and payable by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer under this Agreement or otherwise.

10.2 It is agreed that the Allottee(s)/ Purchaser(s) shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter/ Developer. The Promoter/ Developer will grant their no objection subject to all the documentation and formalities in place and there is no discrepancy in any of the documents and due diligence performed by the Legal team of the respective banks or any other lending authority, whereby the Promoter/ Developer will express it's no objection to the Allottee(s)/ Purchaser(s) availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter/ Developer shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee(s)/ Purchaser(s) and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee(s)/ Purchaser(s) shall not in any manner jeopardize the Promoter/ Developer's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee(s)/ Purchaser(s) to the Promoter/ Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter/ Developer will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the Promoter/ Developer as per the schedule of payment of the Sale Consideration provided in the Clause 3.2 above written and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

10.3 The Allottee(s)/ Purchaser(s) agrees, acknowledges and undertakes that the Promoter/ Developer, is entitled to and have obtained / are in the

process of obtaining loans from various banks and/or financial institutions and create / created such securities with respect to any and all their right, title benefits and interest in the Project or any part thereof, as may be solely decided by the Promoter/ Developer, and the Allottee(s)/ Purchaser(s) takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises.

10.4 After the Promoter/ Developer executes this Agreement, it shall not mortgage or create a charge on the said Premises 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(s)/ Purchaser(s) who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

11 ALLOTTEE(S)/ PURCHASER(S) CLAIM:

11.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Car Parking Space or the Real Estate Project or the said Land and/or any buildings/wings as may be constructed thereon, or any part thereof. The Allottee(s)/ Purchaser(s) shall have no claim save and except in respect of the said Premises and the said Car Parking Space hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter/ Developer as hereinbefore mentioned until the Society Transfer Document, as the case may be, is executed.

12 MISCELLANEOUS POINTS:

12.1 Binding Effect: Forwarding this Agreement to the Allottee(s)/ Purchaser(s) by the Promoter/ Developer does not create a binding obligation on the part of the Promoter/ Developer or the Allottee(s)/ Purchaser(s) until, firstly, the Allottee(s)/ Purchaser(s) signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Installments at Clause 3.2 above, within 30 (thirty) days from the date of receipt by the Allottee(s)/ Purchaser(s) and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter/ Developer. If the Allottee(s) fails to execute and deliver to the Promoter/ Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s)/ Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/ Developer, then the Promoter/ Developer

shall serve a notice to the Allottee(s)/ Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s)/ Purchaser(s); application of the Allottee(s)/ Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee(s)/ Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee(s)/ Purchaser(s) without any interest or compensation whatsoever.

12.2 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, booking form, letter of acceptance, 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.

12.3 Right to Amend: This Agreement may only be amended through written consent of the Parties.

12.4 Provisions of this Agreement applicable to Allottee(s)/ Purchaser(s) subsequent Allottee(s)/ Purchaser(s): 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 Allottee(s)/ Purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

12.5 Severability: If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

12.6 Method of calculation of proportionate share: Wherever in this Agreement it is stipulated that the Allottee(s)/ Purchaser(s) has to make any payment, in common with other Allottee(s) in the said Project, as the case may be, the same shall be in proportion to the Carpet Area of the said Premises to the total Carpet Area of all the other premises/units/areas/spaces in the said Project, as the case may be.

12.7 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.

12.8 Place of Execution: The execution of this Agreement shall be complete only upon its execution by the Promoter/ Developer through its authorized signatory at the Promoter/ Developer's office, or at some other place, which may be mutually agreed between the Promoter/ Developer and the Allottee(s)/ Purchaser(s); in Mumbai City, after the Agreement is duly executed by the Allottee(s)/ Purchaser(s) and the Promoter/ Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

12.9 Joint Allottee(s)/ Purchaser(s): That in case there are Joint Allottees all communications shall be sent by the Promoter/ Developer to the Allottee(s)/ Purchaser(s) 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 Joint Allottees.

12.10 Stamp Duty and Registration Charges: The Allottee(s)/ Purchaser(s) shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee(s)/ Purchaser(s)' account.

12.11 Notices: All notices to be served on the Allottee(s)/ Purchaser(s) and the Promoter/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)/ Purchaser(s) or the Promoter/ Developer by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the Third Schedule. It shall be the duty of the Allottee(s)/ Purchaser(s) and the Promoter/ Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/ Developer or the Allottee(s)/ Purchaser(s); as the case may be.

12.12 Dispute Resolution: Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

12.13 Permanent Account Number: The Permanent Account Number of the Parties are as set out in the Third Schedule hereunder written.

12.14 Interpretation: In this Agreement where the context admits:

(i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

(ii) any reference to the singular shall include the plural and vice-versa;

(iii) any references to the masculine, the feminine and the neuter shall include each other;

(iv) any references to a “company” shall include a body corporate;

(v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

(vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be

exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(xi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(xii) references to a person (or to a word importing a person) shall be construed so as to include:

(a) an individual, firm, partnership, trust, joint venture, company, corporation, LLP, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);

(b) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

(c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(xiii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

12.15 Governing Law: This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Land and Property)

ALL THAT the Vidyalankar Co-operative Housing Society Ltd., having One building Structures of Ground + 2 (Two) upper floors and 2(two) garages on land admeasuring 791.16 Sq. Meters (as per Conveyance) and 726.94 as per actual measurement bearing C.T.S. No. 1327, 1327/1 to 4 of Vile Parle East Village and Final Plot No. 130(A) of T.P.S. Vile Parle No. II of Taluka Andheri, District Mumbai Suburban *located at Vallabh Nivas No. 1, Malviya Road (Ram Mandir Road), Vile Parle (East), Mumbai- 400057 or thereabouts together with the structure thereon, which is consisting of 12 residential tenements and 2 Garages and situated on the said land bounded as follows, that is to say:*

On or towards NORTH : Malaviya Road CHSL.

The Promoter	The Allottee(s)

On or towards SOUTH : *Post Office*
On or towards the EAST : *Pranab Ghar*
On or towards the WEST : *National Block*

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Premises)

Flat No. _____ admeasuring about _____ square meters equivalent to approximately _____ Square Foot Carpet Area as per RERA Act on the _____ **Floor** (i.e. _____ floor including the parking floor, refuge floor, amenity levels) of the said New Building to be constructed on the Land as described in the First Schedule of Property.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Meaning of the Terms and Expressions)

Sr. No.	**Terms and Expressions**	**Meaning**
1.	The said Premises	**Flat No.** _____ admeasuring about _____ Square Foot Carpet Area as per RERA Act on the _____ **Floor** (i.e. _____ floor including the parking floor, refuge floor, amenity levels) of the said New Building.
	The Sale Consideration	**Rs._____/-** (**Rupees** _____ **Only**)
	Name of the Account for payment of Sale Consideration And Name of the Account for GST charges	**"_____"** **"_____"**
	Date of Possession	As mentioned in Possession Notice
	The said Nominee	Name : Relationship with Allottee(s)/ Purchaser(s) : Address of Nominee :
	Name, address and email of the Allottee(s)/ Purchaser(s) for the purposes of this Agreement	**Name:**_____ **Add:** _____ **Email:** _____
	Name, address and email of the Promoter/ Developer for the	**Name: M/s. DESAI RESIDENCY PRIVATE LIMITED**, **Add:** Office No. 601, 6th floor, A Wing,

	purposes of this Agreement	Naman Midtown, Senapati Bapat Marg, Next to Indiabulls Finance Center, Prabhadevi (Elphinstone) West, Mumbai – 400013. **Email:** _____
	Permanent Account Number	Promoter's PAN: _____ Allottee(s)/ Purchaser(s) PAN: _____
	Architects for the development of the said Land	M/s. H. M. Jhaveri & Sons
	RCC Consultants	Mr. Vikas Gokhale

	Signature & Left Thumb Print	Photograph
SIGNED AND DELIVERED BY THE WITHIN NAMED THE PROMOTER/ DEVELOPER M/s. DESAI RESIDENCY PRIVATE LIMITED Represented by its Authorized Director **DR. AJAY D. DESAI**		
In the Presence of . . . . . 1) 2)		

	Signature & Left Thumb Print	Photograph
SIGNED AND DELIVERED BY THE WITHIN NAMED THE ALLOTTEE(S)/ PURCHASER(S) **Mr. _____**		
In the Presence of . . . . . 1) 2)		

R E C E I P T

RECEIVED on or before the execution of these presents of and from the within named Allottee(s)/ Purchaser(s) **Mr.** _____ a sum of **Rs.** _____**/-(Rupees** _____**Only)** installment as mentioned hereinabove paid by him/her/them to us.

Sr. No.	**Cheque No./ RTGS No./ Ref. No.**	**Dated**	**Drawn On**	**Amount**
T O T A L **(Rupees** _____ **Only)**				**Rs.** _____**/-**

WE SAY RECEIVED,
Rs. _____**/-**

For M/s. DESAI RESIDENCY PRIVATE LIMITED

DR. AJAY D. DESAI,
Authorized Director

Witnesses:

1.

2.

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At Mumbai
Dated: _____ day of _____, 2023

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BETWEEN

M/s. DESAI RESIDENCY PRIVATE LIMITED

…… The Promoter/ Developer

AND

MR. _____

…. The Allottee(s)/ Purchaser(s)

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AGREEMENT FOR SALE

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Advocate
TEJAS KIRTI DOSHI

B-404, B Wing, Jai Hanuman Nagar,
Senapati Bapat Marg,
Opp. Kamgar Stadium,
Dadar (West), Mumbai – 400028.
Tel: 022-24365577
Mobile: 9819 78 77 90
E-mail: advtejas@gmail.com

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Ref: 251 DRPL_ Vidyalankar CHSL_ RERA TKD 18-04-23