

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai on this ____ day of _____, 2023.

BETWEEN

- 1) **M/S. VINI DEVELOPERS**, a registered Partnership firm registered under the provisions of the Indian Partnership Act through its Authorized Partner **MR. PRITESH DAMJI SAVLA** aged **41** years Indian Inhabitant having its registered office at 204/205, A-wing, Kailash Towers, N.S Phadke Marg, Sahar Road, Andheri East, Mumbai – 400 069, hereinafter referred to **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, present partners of the said firm and the partners of the said firm from time to time and the survivor of such partners and the heirs, executors, and administrators of the last surviving partner) of **THE FIRST PART**.

AND

- 2) **MR. _____** Aged ____ years, Indian Inhabitants, residing at _____ hereinafter referred to **"THE FLAT PURCHASER/s"** (which expression shall unless it be repugnant to the context or meaning thereof be mean and include his/her/their heirs, executors, administrators and assigns) of **THE SECOND PART**;

WHEREAS:

- A. The **"ROSE BLOSSOM CO-OPERATIVE HOUSING SOCIETY LTD.,"** is seized and possessed of or is otherwise sufficiently entitled to piece and parcel of land bearing CTS No.262/A admeasuring 959.02 sq.mtrs, of Village Mogra, Taluka Andheri in the

Pritesh



Registration District and Sub-District of Mumbai City and Mumbai Suburban situate lying and being at Natwar Nagar, Road No.5, Jogeshwari (East), Mumbai - 400 060 together with the existing building known as "Rose Blossom" comprising of Ground plus 5 (five) part upper floors, having 2 (two) wings containing 31 (thirty-one) residential flats (hereinafter for the sake of brevity referred to as "the present Building" more particularly described in the Schedule hereunder written ("the said Property" for short) hereto annexed and marked a copy of Property card as a "ANNEXURE - A" and assessed by Municipal 'K' Ward No. EAST:

- B. By a Deed of Conveyance dated 19th November 2019, duly registered before the Sub-Registrar of Assurances under Serial No BDR-18/14486/2019 (**"the said Deemed Conveyance"**), made and entered into between Mr. K. P. Jabole, District Deputy Registrar, Co-operative Societies Mumbai (3), on account of (i) Mrs. Jainabai Fakir Mohmed Patel, (ii) Fakir Mohmed Jainuddin Patel, (iii) Adam Jainuddin Patel and (iv) Hirabhai Jainuddin (therein referred to as "the Vendors") of the First Part and M/s. Bhuvaneshwari Builders (therein referred to as "the Confirming Party") of the Second Part and M/s. Malkani Construction Company (therein referred to as "the Developer") of the Third Part and the said Society herein namely Rose Blossom Co-op. Hsg. Soc. Ltd. (therein referred to as "the Society") of the Fourth Part, whereby the Vendors therein with the consent and confirmation of the Confirming Party therein and the Developer therein have granted, sold, conveyed, assured and transferred portion of the said Larger Property being all that piece and parcel of land, bearing C.T.S. Nos. 260A (Part) & 262, 262/(1 to 6), of Revenue Village Mogra, Taluka Andheri, Mumbai Suburban District admeasuring 959.02 sq. meters or thereabout coupled with the proportionate set-back area to the extent of 219.23 sq. mtrs. affected under the D.P. Road, as per the common layout of the said Larger Property and in accordance with the then prevailing Development Control Regulations, lying, being and situated at Natwar Nagar Road No.05, Jogeshwari (East), Mumbai 400060 (**"the said Land"**) together with the building known as "Rose Blossom", comprising of Ground plus 5 (five)part upper floors, having 2 (two) Wings, containing 31 (thirty-one) residential flats on the portion of the said Larger Property (**"the said Old Building"**), (hereinafter "the said Land" and "the said Old Building" is collectively referred to as **"the said PROPERTY"**), in favour of the said Society, on the covenants mentioned therein. A copy of the Index II is annexed and

[Signature]



marked hereto as ANNEXURE - "B".

- C. The said Building was very old and in a very dilapidated condition and dangerous for the human life and property and that the structural conditions of the said building were not good and the expenses which would be incurred in repairing the same would not enhance the life of the same and hence, the existing building which was in dilapidated Condition & inhabitable on the said Property was required to be redeveloped by constructing new building/on the said property. It was further noticed that it was not feasible to carry out the structural or major repairs and it was possible to undertake the redevelopment of the said property and to reconstruct the new building after demolition of the existing old building, on the said property described in the Schedule here under written and by using and consuming FSI i.e. 959.02Sq. Mt. of FSI (including fungible compensatory FSI benefits available free of charge for rehab component and on payment of premium for sale component) with the proportionate setback area benefit to the extent of 230.4 Sq. Mtrs affected under D.P. /road already surrendered by the society to MCGM, for the proposed new construction, in accordance with the prevailing Development Control Regulations, for Greater Mumbai, 2034 as amended till date.
- D. Therefore, the said Society held the Special General Body Meeting on 18th March, 2012 and in that meeting all members have unanimously passed the resolution regarding redevelopment of the Society's property by following due process thereof including inviting tenders from competent developers. In the said Special General Body Meeting of the Society held on 18th March, 2012 it has been decided and agreed that in the interest of all the members of the Society and looking at the condition of the existing building which was very old and dilapidated condition, the Society should demolish the existing buildings and construct new building there on by consuming the FSI of the said plot of land, TDR/FSI as well as fungible FSI and it was agreed amongst the members that the benefit of utilizing TDR/FSI, fungible FSI be taken advantage at the fullest, collectively known as **"the potential FSI/TDR"**. As the Members lacked the proper knowledge, access to expertise and resources like the requisite finance to acquire FSI/TDR and construct the new building/s, it was further decided by the Members that they should transfer proportionate FSI forming part of the irrespective FSI entitlement to a common Developer, who would re-construct a building on the said property by




utilizing FSI of the said property itself, potential TDR permissible as well as fungible FSI under the Development Control Regulations for Greater Mumbai, 2034 and the amendments made thereto from time to time.

- E. Thereafter, the society initiated the process of looking for developer to redevelop the society's building. In the said process the society invited various tenders from various developers for the purpose of re-developing the society building on "as is where is and as it is what it is basis" and in such process, one Vini Developers also submitted its proposal dated 2nd March 2021 for redevelopment of society's building.
- F. After considering the proposals received by the Society from various parties and after considering the irrespective financial bids and after examining/inspecting the work undertaken by each of the parties, the Developer herein namely **M/s. Vini Developers, dated 2nd March, 2021** was found to be more viable and accordingly, the Society vide resolution dated 13th JUNE 2021 confirmed and appointed the Developer herein namely **M/s Vini Developers**, as the Developer for re-development of the said property on the terms and conditions as agreed by and between the Society and by the Developer herein namely **M/s. Vini Developers**.
- G. The Representative from the office of the Registrar of Co-operative Society, i.e. the competent authority appointed under The Co-operative Society's Act 1960 issued its "No Objection Certificate" to the appointment of the Developer herein namely M/s. Vini Developers of the said project by the General Body Meeting of the Society held on 13th June 2021. The said meeting was attended by 28 members out of total 29 members and they unanimously voted in favour of appointing the Developer herein namely M/s. Vini Developers as the developer for re-developing the said Property and in view thereof it was resolved *inter alia* to appoint the new Developer. The said certificate also certified that the meeting dated 13th June 2021 was held as per the guidelines and proper Video Recording has been done and all the guidelines have been followed and fulfilled by the Society and in the said meeting the Society confirmed the appointment of the Developer.
- H. Pursuant to the resolutions thus passed in the said General Body meeting of the Society and for the consideration and on the terms and conditions agreed between the society and Developer the parties herein have entered in a Development Agreement dated 30th December 2021 (hereinafter for the sake of brevity referred to as "the said Development

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Agreement"). The said Development Agreement is duly stamped and registered with the Sub-registrar of Assurances at Bandra under serial No.**BDR-18/18004/2021**.

- I. Pursuant to the said Development Agreement the Society has executed a power of attorney dated **30.12.2021** in favor of Partner of the Developer i.e. **MR. PRITESH DAMJI SAVLA** authorizing him to do various acts and Deeds on the behalf of the society. The said Power of Attorney is duly registered with the Sub-registrar of Assurances at Bandra under Serial No.**BDR18-18005-2021**. Hereto marked and annexed is a copy of Development Agreement Index II as an **ANNEXURE – "C"**.
- J. After the execution of Development Agreement, the society made an application for amalgamation of its plots of land bearing CTS no 260/A/1, 262/A, 262/(1 to 6) by its application dated 22/09/2022. The said application was decided by Tahsildar Mumbai suburban by its order dated 03.01.2023. And the New CTS No.262/A, was allotted and new property registered card was issued by the city survey office.
- K. The details pertaining to the titles/rights/entitlements of the Promoter to the subject properties is more specifically detailed in the Title Certificate dated **30.03.2022** issued by the Advocate of the Promoter. A copy of the Title Certificate is annexed and marked hereto as an **ANNEXURE – "D"**.
- L. Pursuant to the said Development Agreement and Power of Attorney the Developers herein is put in possession of said property, accordingly the Developer have submitted plans for construction of a Building on the said property of the Society, the said plans have now been sanctioned by Municipal Corporation of Greater Mumbai (MCGM) vide Intimation of Disapproval (IOD) dated **15.02.2023** bearing no. **P-8881/2021/(260 A And Other)/K/E Ward/MOGRA/IOD/1/New** and Commencement Certificate dated **30.05.2023** under No. **P-8881/2021/(260 A AND OTHER)/K/E WARD/MOGRA/CC/1/NEW** is issued by the Executive Engineers (Building Proposal Department) of Municipal Corporation of Greater Mumbai and with this permission, members have vacated from the said property. A copy of the IOD dated **15.02.2023** and Commencement Certificate dated **30.05.2023** are annexed and marked hereto as **ANNEXURE - "E" & "F"** respectively.
- M. As per the sanctioned plans, the Residential Building known as **"Rose Blossom Co-op Housing Society Limited"** consists of two wings viz., Wings A and B, each consisting

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of ground and 1st to 9th upper floor residential area and ground floor consisting of shop, puzzle parking and stack parking lot and entrance lobby for the respective Wings for the residents of the said building known as "**Rose Blossom Co-op Housing Society Limited**".

N. All the aforesaid Indentures and documents stated above are valid, subsisting and binding on the parties stated above.

O. The Developer has appointed **Shri. S S PATANE ASSOCIATES** as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Society accepted the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

The Developer has got approved from the concerned local authority the plans, the specifications, elevations, sanction and details of the said building/s.

P. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said property and the said building/s and upon the observance and performance of which only, the Completion and Occupation Certificates in respect of the said building/s shall be granted by the concerned local authority.

Q. Accordingly, the Developer herein alone has sole and exclusive right to sell the Flats in the said building/s to be constructed on the said property and to enter into Agreement/s with Purchaser/s of the Flats.

R. The Developer is constructing building which will be known as "**Rose Blossom Co-op. Hsg. Society Ltd.**" with amenities and facilities as stated in "Annexure annexed hereto.

S. The Developers have annexed following documents to this agreement.

"Annexure A" Property Card



"Annexure B"	Index II of Deed of Conveyance
"Annexure C"	Index II of Development Agreement
"Annexure D"	Copy of Title Certificate
"Annexure E"	Intimation of Disapproval (IOD)
"Annexure F"	Commencement Certificate (CC)
"Annexure G"	Plan of the said flat
"Annexure H"	RERA Registration Certificate
"Annexure I"	Fixtures, Fittings and Amenities to be provided in flat

T. The Flat Purchaser has applied to the Developer for allotment of the Flat No. ____ on ____th floor in ____ Wing in building known as "Rose Blossom Co-op. Hsg. Society Ltd." at or for the price of Rs. _____/- (In words _____ rupees only) and description of building and Flats agreed to be purchased by the Flat Purchasers described in the Second Schedule hereunder written and confirmed by the society hereinafter referred to as **"THE SAID FLAT"** as shown on the approved plans thereof hereto annexed as **ANNEXURE - "G"** and Car Parking Space/s viz., Puzzle/Stack Car Parking Space Nos. ____ and on in the parking area herein after referred to as **"THE SAID PARKING SPACE"**. The expression "RERA Carpet Area" means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

U. The Flat Purchasers demanded from the Developer and the Developer has given inspection to the Flat Purchasers of all the documents of title relating to the said property, the Agreement and the plans, designs and specifications prepared by the Developer Architects **U B ARCHITECTS** and all such other documents referred to herein above and of such other documents as are specified under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Real Estate (Regulation and Development) Act, 2016 ("RERA") and the Rules made thereunder.

 

- V. The Developer has accordingly commenced construction of the said building/s in accordance with the said plans on the said property.
- W. The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. _____ and uploaded and / or disclosed the aforesaid facts with RERA Authority for the development of said property. Hereto marked and annexed is a copy of RERA Registration Certificate as an ANNEXURE – "H".
- X. Under Section 4 of MOFA and Section 13 of RERA, the Promoters are required to execute written Agreement for Sale of the said Flat to the Purchaser/s being in fact these presents and also register the said Agreement under the Registration Act, 1908. The Promoters have booked the said Flat in the year _____ in the name of Purchaser/s and received booking amount from the Purchaser/s (First Payment) in the year _____.
- Y. Relying upon the said application, declaration and Agreement, the Developer agreed to sell to the Flat Purchaser Flats at the price and on the terms and conditions hereinafter appearing.
- Z. Prior to the execution of these present the Flat Purchasers has paid to the Developer a sum of Rs. _____/- (In words _____ rupees only) being Earnest Money Deposit payment of the sale price of the Flat agreed to be sold by the Developer to the Flat Purchasers (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

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





1. The Developer shall construct building/s consisting of shops, stilt parking's and puzzle parking's at Ground Floor + 9 upper floors in accordance with the plans, designs, specifications approved by Municipal Corporation of Greater Mumbai and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them PROVIDED that without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the said Flat are not in any manner changed. PROVIDED THAT the Developer shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law or any addition or alteration as per the proposed plans, designs and specifications, the authenticated copies of which are annexed hereto. The Flat Purchaser hereby give irrevocable consent for the Developer adding construction of additional floors on the building. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA. And Section 14(1)(i) and (ii) and other applicable provisions of RERA.
2. The Flat Purchaser hereby agrees to purchase from the Developer and the Developer hereby agree to sell to the Flat Purchaser Flat No. _____, on ____th Floor – “___” Wing admeasuring about ____ Sq.Ft. Rera Carpet Area that is ____ sq.mtrs., and Car Parking Space/s viz., Puzzle Stack Car Parking Space Nos. ____, detail particulars of the flat is given in Second Schedule hereunder written and confirmed by the society (hereinafter referred to as “the Flat”) at or for the price of Rs. _____/- (In words _____ rupees only) being Total Consideration, including proportionate price of the common areas and facilities appurtenant to the premises. (The common area and facilities have been specifically described in Schedule Three hereunder written).
3. The Flat Purchaser has paid on or before execution of this agreement a sum of Rs. _____ only) (not exceeding 10% of the total consideration) as advance



payment or application fee and hereby agree to pay that Developer the balance amount of Rs. _____ /-(Rupees _____) in the following manner:-

- i. Amount of Rs. _____ /- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Developer after execution of Agreement.
- ii. Amount of Rs. _____ /- (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of Rs. _____ /- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. Amount of Rs. _____ /- (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs. _____ /- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs. _____ /- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terrace with waterproofing of the building or wing in which the said Flat is located.
- vii. Amount of Rs. _____ /- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.



- viii. Balance amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Flat Purchaser on or after receipt of occupancy certificate or completion certificate.
4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST tax or any similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) upto the date of handing over possession of the said Flat.
5. The Flat Purchaser shall deduct Tax at Source ("TDS") from each installment of the Sale Consideration as required under the provisions of the Income Tax Act, 1961 and shall pay the same to the Government Treasury within the prescribed time under the Income Tax Act, 1961 and shall furnish the requisite TDS Certificate to the Developer in the prescribed Form in accordance with the Income Tax Act, 1961 within the prescribed time.
6. The Developer shall confirm the final carpet area that has been allotted to the Flat Purchaser after the construction of the said building/s is complete and the Occupation Certificate is granted by the Sanctioning authority, subject to a variation cap of three (3) per cent. If there is increase or reduction in the carpet area within the defined limit then the Developer and Flat Purchaser shall not claim any excess amount against each other for variation in the carpet area of the said Flat within the defined limit.
7. The Flat Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developers may in its sole discretion deem fit and the Flat Purchaser undertakes not to object/demand/direct the Developer to adjust their payments in any manner.
8. The aforesaid due and payable balance consideration amount in respect of the said Flat shall be paid and / or deposited by the Flat purchasers in the Account being Account No. _____ The _____, _____ Branch, i.e. the RERA Account.





9. The Developer hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Flat Purchaser, obtain from the concerned local authority occupation certificate in respect of the Flat.
10. The Developer is entitled to avail balance F.S.I. in respect of the said property including benefit of T.D.R., Additional F.S.I., Incentive F.S.I., if any, of entire said property. The Developer are also entitled to at their own discretion, to utilize the same. The Flat Purchaser hereby irrevocably consents for Developers availing F.S.I. in the manner stated hereinabove.
11. If the Developer fails to abide by the time schedule for completing the project and handing over the said Flat to the Flat Purchaser, the Developer agrees to pay to the Flat Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Flat Purchaser, for every month of delay, till the handing over of the possession. The Flat Purchaser agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Flat Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser to the Developer.
12. Without prejudice to the right of Developer to charge interest in terms of clause 11 above, on the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Developer under this Agreement (Including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Flat Purchaser, by Registered Post AD at the address provided by the allottee and mail at the e-mail, address provided by the Flat Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Flat Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice

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then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Flat Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the instalments of sale consideration of the said Flat which may till then have been paid by the Flat Purchaser to the Developer.

13. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the said Flat as are set out in Annexure 'I', annexed hereto.

14. The Developer shall give possession of the said Flat to the Flat Purchaser on or before ____ day of _____ 20____. If the Developer fails or neglects to give possession of the said Flat to the Flat Purchaser on account of reason beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Flat Purchaser the amount already received by him in respect of the said Flat with interest at the same rate as may mentioned in clause 11 hereinabove from the date the Developer received the sum till the date the amount and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of building in which the said Flat is situated is delayed on account of –

- a. War, civil commotion or act of God;
- b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

15. The Developer, upon obtaining the Occupation Certificate from the MCGM and the payment made by the Flat Purchaser/s as per the agreement shall offer in writing the possession of the said Flat to the Flat Purchaser/s in terms of this Agreement. The Flat Purchaser shall take possession of the Flat within fifteen days of the Developer giving written notice to the Flat Purchaser intimating that the said Flat/s are ready for use and occupation and the maintenance of the said flat shall start from the date of intimation.



16. Upon receiving a written intimation from the Developer, as per Clause 15, the Flat Purchaser shall take possession of the said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Flat to the Flat Purchaser. Irrespective of whether the Flat Purchaser fails to take possession of the said Flat within the prescribed period, the Flat Purchaser shall continue to be liable to pay interest on the balance Sale Consideration amounts and maintenance charges and all other charges with respect to the said Flat from the date of offer of possession and further that thereafter the said Flat shall be at the risk of the Flat Purchaser in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.
17. If within a period of Five years from the date of handing over the Flat, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat or the wing in which the Flat is situated or any defects on account of workmanship, quality or provisions of service, then wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects then the Flat Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change in the manner as provided under RERA.
18. So far as the residential flats in the said Building are concerned, the purchaser/s thereof shall use the same for residence as far as shop is concern the purchaser shall use the same for commercial. The car parking spaces sold, allotted or reserved in favour of the purchasers and allottees of flats and premises shall be used and enjoyed by such purchasers and allottees as a limited/ restricted common area and facility for the purpose of parking their own vehicles and the vehicles of their employees and for no other purpose whatsoever. The attached terraces shall be used by the purchasers thereof for such purposes as are permissible in law. The overhead terraces, common adjacent and adjoining terraces and open spaces and other common areas and facilities, where they are reserved or designated as limited/restricted common areas and facilities by the Promoters shall be used and enjoyed in such manner as is permissible in law by the purchasers and allottees in whose favour such reservation or designation is made and where there is no reservation or designation by the Promoters

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as a limited/ restricted common area or facility, the purchasers or allottees of flats and premises shall use and enjoy the same in such manner as is permissible in law.

19. The Flat Purchaser along with other Purchasers of flats in the building shall join the said Society and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within 7 days of the same being forwarded by the Developers to the Flat Purchaser, so as to enable Developer to admit the Flat Purchasers as member of the said Society under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.
20. The Developer, shall within three months of registration of the Society or Association or Limited Company, as aforesaid, caused to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
21. The Developer, shall within three months of registration of the federation/Apex body of the societies or Limited Company as aforesaid, cause to be transferred to the federation/Apex Body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the Owners in the Project Land on which the building with multiple wings or Buildings are constructed.
22. Commencing 15 days after notice in writing is given by the Developer to the Flat Purchaser that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area at the Flats) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or



Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building (the charges mentioned herein shall also include charges which are more particularly mentioned in Schedule Four hereunder written). Until the Flat Purchaser is admitted as member, the Flat Purchaser shall pay to the Developer or Society such proportionate share of outgoings as may be determined by Developer. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the developer Rs. _____/- (In words _____ rupees Only) towards advance outgoings in respect of the said Flat for a period of one year as provisional monthly contributions of Rs. _____/- (In words _____ rupees Only) per month. The amounts so paid by the Flat Purchaser to the Developer shall not carry any interest and remain with the Developer until the Flat Purchaser/s be joined as the member of the Society.

23. The Flat Purchasers shall on or before handing over the delivery of possession of the said premises keep deposited with the Developer a sum of Rs. _____/- (In words _____ Rupees Only) for the following amounts: -

- (i) Rs. _____/- for Legal charges.
- (ii) Rs. _____/- for share money, application entrance fee of the Society or Limited Company.
- (iii) Rs. _____/- towards proportionate charges for Electricity installation including electric substation/ Water connection/ Development charges.
- (iv) Rs. _____/- towards sinking fund.

Total Amount = Rs. _____/- (In words _____ rupees only) (as per para no-21 and 22)

24. The Developer shall utilize the sum of Rs. _____/- to be paid by the Purchaser to the Developer for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developer in connection with joining the Flat Purchase/s as member of the Society and the cost of preparing and engrossing this Agreement. Developer shall utilize the balance amount for remaining items as stated in Para No.15 above.





25. The Developer may at their discretion change/modify Plans without changing area agreed to be provided to the Purchaser by the Flat Purchaser in building/s to be constructed on said property more particularly described in the First Schedule hereunder written. The Purchaser/s hereby consent/s to the above. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA. and Section 14(1)(i) and (ii) and other applicable provisions of RERA.
26. The Developer may in their discretion amalgamate said property with adjoining properties to make a composite development. Purchaser will not take any objection to such amalgamation. The Flat Purchaser hereby agree with the Developer that the Developer shall have exclusive rights to construct and/or provide the said common facilities and amenities to the flat Purchasers of the said building and any other persons for such fees/premium and on such terms and conditions as they may deem fit and proper. The Purchaser/s hereby consent/s to the above. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA. And Section 14(1) (i) and (ii) and other applicable provisions of RERA.
27. The Developer shall be entitled to amalgamate the said property with the adjoining plot or plots as also to lay out the said plot or amalgamated plots and in that event shall be entitled to amend the building plans without affecting the said Flat agreed to be purchased by the Flat Purchaser under this Agreement.
28. The Purchaser hereby agrees and confirms that the said building shall be known as **"Rose Blossom Co-op. Hsg. Society Ltd."**
29. The Developer will have exclusive right over the unsold Flats without charging any premium except for the entrance fee and share money.
30. This Agreement for Sale is for sale of the premises mentioned herein and has been entered into subject to the terms and conditions of the hereinabove recited documents



mentioned in this Agreement and the terms and conditions imposed of as may be imposed hereafter by the Municipal Corporation of Greater Mumbai and other authorities concerned and also subject to the variations and/or modifications as may be agreed upon by the Developer with the Society or the Municipal Corporation of Greater Mumbai and other authorities concerned.

31. The Flat Purchaser shall maintain at his/her/their own costs the Flat agreed to be acquired by him/her/ them in the same good conditions, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Municipal Corporation of Greater Mumbai or any other authorities and local bodies and shall attend and answer and be responsible for deviation, violation of any of the conditions or Rules or Bye-laws and shall observe and perform all the terms and conditions contained in the Agreement.
32. The Flat Purchaser hereby agrees to pay all amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being essence of the contract. Further the Developer is not bound to give notice requiring such payment and failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.
33. The Flat Purchasers shall not enclose and/or carry out any permanent structure to balcony, Flower beds with Grills, without written permission of Developer and under no circumstances Flat Purchasers shall change and/or alter exterior design of the building wherein Flat agreed to be purchased by him/her/them.
34. The Flat Purchaser shall permit the Developer and their Servants, Surveyors and Agents with or without workmen and other at all reasonable time to enter upon and into the Flat or any part thereof for the purpose of making, repairing maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, cables, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing water pipes and electric wires and for similar purposes.





35. The Flat Purchaser shall not use the said Flat or permit the same to be used for any purpose other than for the purpose for which the same is sold to the Purchaser, which may or is likely to cause nuisance nor annoyance to occupiers of the other flats in the building or to the Owners or residents of the neighboring properties nor for any illegal or immoral purposes. 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 flat purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.
36. The Flat/shop Purchaser will not at any time demolish or cause to be demolished the Flats or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be done any additions or alterations of whatsoever nature to the said Flats or any part thereof and shall not permit the closing of verandah or lounges or balconies or make any alterations in the elevation and outside colour scheme of the Flats to be acquired by him/her/them.
37. After handing over the possession of the Flat/Shop to the Flat Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipal Corporation/MHADA or any statutory authorities, the same shall be carried out by him/her/them in cooperation with the Purchaser of the other Flats in the said building at his/her/their costs and the Developer shall not be in any manner liable or responsible for the same.
38. The Flat Purchaser with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Developer as follows: -
- (a) To maintain the Flat at Flat Purchaser's own cost in any good tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.



- (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the Breach.
- (c) To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Developer to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Developers and/or the Society.
- (e) 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 the building in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

T. S. S.



- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- (g) Pay to the Developer within 15 days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Flat Purchaser viz. Power for any purposes other than for residential purpose.
- (i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with Flat Purchaser interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Developer under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Developer.
- (j) The Flat Purchaser shall not change the user of the said Flats.
- (k) The Flat Purchaser shall observe and perform all the rules and regulations of the Society that may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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39. If by reason of any amendment to the Constitution or Enactment or Amendment of any other law Central or State, the transaction between the flat purchaser and the Developers is held to be eligible to tax as a Sale or otherwise, either as whole or in part, any inputs or materials or equipment used or supplied in execution of or in connection with such transaction are eligible to tax (including Goods and Service Tax, the same shall be payable by the flat purchaser on demand at any time to the Developer.)
40. Noting contained in this Agreement is not intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Society.
41. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Developer.
42. The Flat Purchaser and/or the Developer shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof and at the time of registration the Flat Purchaser/s shall bear and pay the stamp duty and registration charges in respect of the said Flat.
43. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D./Under Certificate of posting at his/her address specified below: -

[Handwritten signature]



That in case there are Joint Flat Purchasers all communications shall be sent by the Developer to the Flat Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Flat Purchasers.

44. The Purchaser/s hereby agrees to pay any taxes as applicable together with the interest and penalty, if any, or any such other tax duty fees cess that is payable by way of taxes applicable on the amount of each installments for sale consideration, in accordance with the provisions of Goods and Service Tax Act, 2017 (GST) applicable from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect or/any other similar taxes, under these presents or otherwise in respect of intended sale of flat by the Developer to the purchaser/s herein becoming payable by the Developers in respect of the said flat on demand by the Developer without any demur. The Developer shall not contribute anything towards such taxes, duties, cess charges. If, however, the Developer are compelled to pay such taxes, duties, cess, charges the purchaser/s shall reimburse to the Developer such amount forthwith on demand together with the interest @ 18% (Eighteen percent) per annum and in determining such amount the decision of the Developer shall be conclusive and binding upon the purchaser/s. If the purchaser/s commits default in payment of applicable Taxes along with interest and penalty, if any, thereon the Developer shall be entitled to withhold delivery of possession of the said flat to the purchaser/s until the applicable taxes and the interest and penalty are paid.

45. The Purchaser/s hereby agree/s that in case the government of Maharashtra applies or levies taxes or any other tax on the sale of flats and other premises etc. and if any such tax becomes payable in relation to the said flats, the purchaser/s shall pay the same immediately on demand being made by the Developer and until such time the same shall remain unpaid or deposited by the purchaser/s in a separate account with the Developer, the purchaser/s shall not be entitled to in physical possession of the said flat. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid taxes or such other applicable taxes levied by Government on sale of said flats etc., shall be that of the purchaser alone will pay the



same along with interest and penalty, if any, and any loss or damage arising to the Developer on account of non-payment thereof in time or otherwise, by the purchaser/s shall be reimbursed to the Developer on demand, by the purchaser/s;

46. Time for payment of the applicable Taxes and interest and penalty if any thereon, is of the essence of the contract. The Developer shall forward to the purchaser/s an intimation of the notice of demand received by them from the Taxing authorities calling upon the purchaser/s to forthwith the amounts demanded under the said notice without any demur to the Developer and the purchasers shall be bound to pay the said amounts within eight days of Developer dispatching such intimation under certificate of posting at the address of the purchaser/s as given in these presents. The Developer will keep the original of such demand notice open for inspection by the purchaser/s at the office of the Developer and such notice shall be conclusive and binding upon the purchaser/s and the purchaser/s agree not to dispute the same.
47. On the purchaser/s committing default in payment of the above-mentioned taxes and the interest and penalty thereon, if any the Developer shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time. Provided Always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Developer shall have given to the purchaser/s a prior notice in writing of their intention to terminate this agreement by bringing to his/her/their notice the default of their nonpayment of applicable taxes, calling upon the purchaser/s to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon the termination of this agreement as aforesaid, the Developer shall be entitled to and shall be at liberty to dispose of and sell the said flat to such a person and at such a price the Developer may in their absolute discretion think fit and proper.
48. The Flat Purchaser shall be entitled to avail loan from Bank/Financial Institution and to mortgage the said Flat by way of security for repayment of the said loan to such Bank/Financial Institution, with the prior written consent of the Developer. The Developer shall permit and issue it no objection letter to the Flat Purchaser to enable him/her at his/her sole risk, costs and expenses to obtain loans from the Bank and/or





the Financial Institutions by mortgaging the said Flat. The Developer shall, however be entitled to refuse permission to the Flat Purchaser for availing any such loan and for creation of any such mortgage/charge, in the event the Flat Purchaser has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Flat Purchaser under this Agreement. All the cost, expense, fees, charge and taxes in connection with procuring and availing of the said loan, mortgage of the said Flat, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Flat, shall be solely and exclusively borne and incurred by the Flat Purchaser. The Developer shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Flat Purchaser hereby agrees that the Developer shall have first lien/charge on the said Flat until all the amount including the Sale Consideration, taxes and other charges and amounts payable in respect of the said Flat have not been paid and the Flat Purchaser has no objection and hereby waives to raise any objection in that regard.

49. It is inter alia agreed by the Developer that the Flat Purchaser is free to let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said flat or assign, under let or part with his/her/their interest under or the benefit of this agreement or any part thereof entirely to any one a their nominees/transferees entirely at their own discretion upon such terms and conditions as they may deem fit and proper entirely at their own discretion without taking any consent or non-objection of the Developer for such acts, deeds or thing and further the Developer shall be bound to give any writing, letter, NOC etc to the Flat Purchaser if there is any specific requirement of the Flat Purchaser without raising any objection in any manner and lastly the Developer's shall not demand any transfer charges or donation or any amount from the purchasers or nominees in case of sale or assignment of the right under the agreement of the flat purchased/nominee herein. The Developer shall admit such person in their records so suggested by the Flat Purchaser. The Flat Purchaser hereby nominees his family member _____ in his place and stead upon the demise or any unforeseen circumstances who shall be entitled for all the benefits accrued under this Agreement and shall also be entitled to receive the possession from the Developer. The Developer will not insist for consent of other heirs and/or any Probate or Succession Certificate in any manner and will discharge

[Handwritten signature]



their obligations fully and absolutely and will admit the said person in their records fully and absolutely and will not demand any amount or charge in any manner.

50. Forwarding this Agreement to the Flat Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Flat Purchaser until, firstly, the Flat Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Flat Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Flat Purchaser fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Flat Purchaser and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Flat Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Flat Purchaser, application of the Flat Purchaser shall be treated as cancelled and all sums deposited by the Flat Purchaser in connection therewith including the booking amount shall be refunded to the Flat Purchaser without any interest or compensation whatsoever.
51. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Plot/Building as the case may be. This Agreement may only be amended through written consent of the Parties.
52. This Agreement shall always be subject to the provisions of the Maharashtra Agreement Ownership Act, (Mah. Act No.XV of 1971) and the rules made thereunder and the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations there under.
53. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rule and





Regulations, thereunder. For all other purposes the Courts at Mumbai alone shall have exclusive jurisdiction.

54. The Flat Purchasers agree and undertake to bear and pay Taxes if applicable, in respect of the said flat as and when the Developer call upon the Flat Purchasers to pay the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land thereabout bearing CTS No.262/A admeasuring 959.02 sq.mtrs, of Village Mogra, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situate lying and being at Natwar Nagar, Road No.5, Jogeshwari (East), Mumbai – 400 060 together with the existing building known as “ROSE BLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED” and Bounded as follows :-

On or towards the East : CTS. No.263/4

On or towards the West : CTS. No.261 & CTS No.258

On or towards the North : CTS No.253/A & CTS No.273

On or towards the South : abetting Road No.5 having 12 mtr width.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. ____ on ____th floor _ – Wing admeasuring about ____ Sq. ft. Rera Carpet Area That is ____ sq. mtrs., and Car Parking Space/s viz., Puzzle/Stack Car Parking Space Nos. __ in building known as “Rose Blossom Co-op. Housing Society Ltd.”, Natwar Nagar Road-5, Jogeshwari East, Mumbai – 400 060 on the said property and shown by Red colour boundary line on the plan.

THE THIRD SCHEDULE ABOVE REFERRED TO

The nature, extent and description of the “common area and facilities” and of the “Limited common areas and facilities” and “Restricted Common Areas and Facilities” shall be as under: -

A. GENERAL COMMON AREAS AND FACILITIES.

- i. Entrance lobby and foyer of the building/respective buildings will for the benefit of

[Handwritten signature]



- the purchaser of the flats/shops in such building.
- ii. Compound of the building/s i.e. the open area (out of the said property) appurtenant to built up area of the said building/s but excluding the open car parking spaces in the compound allotted /to be sold, allotted and Reserved to or in favour of the respective purchaser if permitted and constructed and also excluding the open car parking spaces in the compound sold, allotted or reserved in favour of any purchaser/ allottee as mentioned hereinabove in this Agreement.
 - iii. The staircase and lift of the building/respective buildings including main landing for the purpose of ingress and egress of the purchaser/s of and visitors to such building but not for the purposes of storing or for recreation or for residence or for sleeping.
 - iv. Terrace above the top floor of the building/respective buildings for being used as a means of access to the water tanks by the members owning flats in such building.
 - v. All other common areas and facilities which are not designated or reserved by the Promoters as limited/ restricted common areas and facilities.

B. THE LIMITED COMMON AREAS AND FACILITIES.

- i. Landing in front of the stairs on the floor in which the particular flat/shop is located, as a means of access to the flat/shop but not for the purpose of storing or as a recreation area or for residence or for sleeping;
- ii. The landing is limited for the use of the residents of the flats/shops located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.
- iii. Car Parking Spaces, in the compound/ open space/ stilts/podium, reserved in favour of any purchaser/s, shall be available for the exclusive use of such purchaser/s and his/her/its successors in interest of his/her/its flat.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Payable before receiving possession of the said Flat:-

PART -A		
Sr. No.	Particulars	Amounts
1.	Legal Charges	
2.	Expenses for formation of the Society	

T. M. S.



3.	Charges towards installation of Electricity Meter, Water Meter etc.	
4.	Maintenance/Outgoings/Charges (excluding all and any taxes) for a period of ____ months in advance	
	TOTAL	

PART -B		
Sr. No.	Particulars	Amounts
1.	Share Application and Entrance Fees of the said Society	
2.	Corpus Fund (if any)	
3.	Proportionate Share of Municipal Taxes and Outgoings	
4.	Advance Deposit for Municipal Taxes and Outgoings	
	TOTAL	

SIGNED SEALED AND DELIVERED)

By the withinnamed "THE DEVELOPERS")

M/S. VINI DEVELOPERS)

Through its Authorized Partner)

SHRI. PRITESH SAVLA)

AFFIX PHOTO	LEFT HAND THUMB IMPRESSION
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For M/S. VINI DEVELOPERS

 PARTNER

In the presence of)

1.)

2.)

SIGNED SEALED AND DELIVERED)

By the within named)

"THE FLAT PURCHASER/S")



AFFIX PHOTO



LEFT HAND THUMB
IMPRESSION

1. MR _____)

In the presence of)

2.)

3.)

RECEIPT

RECEIVED from the within named Purchaser/s the sum of Rs. _____/- (In words
_____ rupees only) paid through Cheque bearing no -
_____ dated _____, _____ dated _____ of The _____ Bank and
Cheque bearing no - _____ dated _____ of _____ Bank to us towards Part Payment of
flat no. _____, on _____th floor, _____-Wing in Rose Blossom Co-op Housing Society Limited.

Rs. _____/-

We say received.

For M/S. VINI DEVELOPERS



[Signature]

PARTNER
(Developers)

DETAILS OF AMENTIES TO BE PROVIDED BY DEVELOPER
GENERAL SPECIFICATION AND AMENITIES OF THE FLAT

Sound R.C.C. Frame structure

All Walls in Siporex.

Jet Black granite/Green granite platform with Stainless Steel Sink

Vitrified flooring tiles for living, dinning and kitchen

High gloss Ceramic flooring in all other rooms

Coloured tiles in all toilets upto ceiling level

Aluminium powder coated sliding windows with M.S. Grill

All doors of Laminate / Sun mica finish on one side

Concealed wiring all over flat

Concealed plumbing in all toilets

Telephone and T.V. Points in living room and all Bedrooms

Provision of points for Aqua guard filter in kitchen

Provision of points for Exhaust Fan in kitchen and all toilets

Ceiling and Walls in living rooms will be finished.

Impressive Building entrance lobby

Lift of reputed company

Cable Point

Dated this ____ day of _____, 2023

M/S. VINI DEVELOPERS,

....."THE DEVELOPER"

AND

MR. _____

.... "THE PURCHASER/S"

AGREEMENT FOR SALE
