RERA REGISTRATION NO. ____________________

AGREEMENT FOR SALE

THIS AGREEMENT is made at Vapi this______day of____________, 2023

BETWEEN:

MILESTONE YOGI, a partnership firm constituted under the provisions of the India Partnership firm Act, 1932 having its' registered office at: Plot No. 50, Mahaveer Villa, Ajit Nagar, Daman Road, Vapi, Tal. Vapi, Dist. Valsad (PAN NO. ABRFM7219D) through its partner MR.___________________, aged about years, occupation_____________, Residing at :________________________, hereinafter referred to as “The Vendor” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor, successors or permitted assigns) of the FIRST PART;

AND

MISS/MRS/MR. ………………………………..aged about ……. years, Occupation ……………… residing at ……………………………..………………. (PAN NO. …………………..) AND MISS/MRS/MR. ………………………………..aged about ……. years, Occupation ……………… residing at ……………………………..………………. (PAN NO ....) hereinafter, singularly and collectively, referred to as “the Purchaser” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors or permitted assigns) of the SECOND PART.

WHEREAS: -

1. The Vendor is the sole owner and the holder of the land, which is more particularly described under the schedule-I below.

2. The Vendor has floated the project known as "_________________" on the land, which is more particularly described under the schedule-I below.

3. The Vendor is entitled to develop the land, which is more particularly described under the schedule-I below by constructing the Residential Building as permitted by law thereon in accordance with plans sanctioned by the competent authority, by constructing the building known as "_________________" (hereinafter referred to as "the Building").

4. Vapi Nagar Palika, Vapi has issued construction permission No. ________ dated__________bearing out ward No.________with regard to the land, which is more particularly described under the schedule-I below and the purchaser has verified the same.

5. In accordance with the plan/s sanctioned by the Vapi Nagar Palika, Vapi, the Vendor has commenced construction of the Building on the land, which is more particularly described under the schedule-I below.

6. The Purchaser demanded from the Vendor and the Vendor has given inspection to the Purchaser of all the documents of title relating to the land, which is more particularly described under the schedule-I below and the plans, designs and specifications relating to the Building prepared by the Vendor's Architects and R.C.C. Consultants ___________ as sanctioned by Vapi Nagar Palika, Vapi, as well as such other documents such as 7x12 Extract/Property Card etc. relating to the Property as are

specified under the Real Estate (Regulation Development) Act, 2016 (RERA) and the rules made there under and the Purchaser is satisfied with the same and has also noted the terms and conditions including inter alia those governing the user of diverse areas comprised in the said Building.

7. At the request of the Purchaser, the Vendor has agreed to sell to the Purchaser, a residential Flat No. admeasuring about _______ Sq.Mtrs. carpet area on the_th Floor plus balcony/ies admeasuring about _ Sq.Mrs. in the building known as"___" (hereinafter referred to as "the Premises"); whichis more particularly described in the Schedule-II.

8. The Vendor is entering into similar separate agreements with severalother persons and parties for the sale of flats/s in the Building;

9. The Parties hereto are desirous of recording the terms and conditions on which the Vendor has agreed to sell the Premises to the Purchaser;

10. The Vendor is required to enter into a written agreement for sale which shall be registered under the Registration Act, 1908 hence the Parties hereto are executing this Agreement.

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

1. The Vendor shall construct the building known as "__________________" (hereinafter referred to as "the Building") with basements, stilts and permissible upper floors on the land, which is more particularly described under the schedule-I below hereunder written in accordance with the

plans, designs, specifications approved by the Vapi Nagar Palika, Vapi and which have been seen and approved by the Purchaser. Furthermore, the Vendor shall be entitled to raise the height of the Building, add additional floor/s to the Building, make such changes, additions, alterations, variations and modifications to the plans, designs and specifications including changes, additions, alterations, variations and modifications in the Scheme of Development of the Property and/or any part thereof, and/or the layout of the Property, including amalgamation, sub-division, granting any rights, privileges, benefits of easements by way of right of way as may be desired by the Vendor and/or required and/or approved by the Vapi Nagar Palika, Vapi and/or any other authority concerned with the consent of 2/3 majority of the intent Purchaser and the Purchaser shall not have any objection whatsoever.

2. The Purchaser agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the premises, viz. a residential Flat No. admeasuring about____________________Sq.Mtrs. carpet area (for the purpose of this agreement the term carpet area shall have the meaning described to it under RERA) on the_th Floor plus balcony/ies admeasuring about_______Sq.Mtrs. in the building as shownin the Floor Plan thereof (hereinafter referred to as “the Premises”) for the consideration value of Rs.____________________________/- (Rupees __________________only) including the proportionate price of thecommon areas and facilities in the Building appurtenant to the Premises and/or forming part of the Property, more particularly described in the Schedule-II hereunder written. A list of the fixtures, fittings and amenitiesto be provided in the premises is set out in the Schedule-III hereunder written. The Purchaser shall pay the Vendor the aforesaid aggregate price in the following manner:-

PAYMENT PLAN		Amount in Rupees
on or before execution of this agreement	not more than 10.00%	
at the time of execution of this Agreement	not more than 30.00%	
On completion of the Plinth of the building	not more than 42.00%	
On Completion of 1st TO 5th Slab above the Plinth	not more than 70.00%	
On completion of the walls, internal plaster, floorings of the said Premise	not more than 75.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Premise.	not more than 80.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	not more than 85.00%	
On completion of the lifts water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appertainanat land	not more than 95.00%	
At the time of handing over of the possession of the Premise to the Purchaser on or after receipt of completion certificate, whichever is earlier	100.00%	
Grand Total	100%	

3. The time for payment of the balance consideration as provided in Clause 2 above shall be of the essence of this contract. Within fifteen (15) days from the receipt of a notice from the Vendor to the Purchaser, time beingof the essence, informing the Purchaser about completion of each slab and/or that the Premise/s is/are ready for use and occupation and the Vendor has obtained the occupation certificate evidencing completion of the Building, the Purchaser shall be bound to make payment of the balance consideration as provided in Clause 2 above. In the event of the Purchaser delaying payment of the balance consideration beyond ten (10) days from receipt of notice as aforesaid, the Purchaser shall pay to the Vendor interest @ MCLR+2% per annum on the amount falling in arrears. However, if payment of the balance consideration is delayed beyond ninety (90) days from its due date, then without prejudice to all other remedies, the Vendor shall have the absolute right to rescind this Agreement.

4. In addition to the aforesaid, in the event of any of the following:-

(a) The Purchaser falling to make payment of any amount, other than the balance consideration, under this Agreement when due; or
(b) Any breach by the Purchaser of any of the terms or conditions or covenants or representations contained in this Agreement; or
(c) Insolvency or Bankruptcy of the Purchaser;
(d) The Purchaser causes or is likely to cause any nuisance or hindrance in completion of the Scheme of Development or development of the Property or construction of the Building;

Then without prejudice to all other remedies, the Vendor may terminate this Agreement by giving fifteen (15) days prior notice in writing to the Purchaser.

5. Upon termination of this Agreement by the Vendor, the Vendor shall be entitled to: -

(a) Sell and dispose Off the Premises to any other person of their choice and at such price as the Vendor may deem fit; and

(b) forfeit an amount of Rs.___________/- (Rupees__________only) from out of the amount paid by way of earnest money / advance by the Purchaser under Clause 2 hereinabove, and refund the balance amount without any interest thereon and without any refund ofstamp duty or registration charges or VAT or GST or any other taxes/rates/levies that may have been levied in respect of this Agreement, after receipt by the Vendor of sufficient funds from the subsequent sale of the Premises as provided in Clause 5(a) hereinabove.

(c). Further, the Vendor shall not be liable to reimburse to the Purchaser any Government charges such as stamp duty, registration, GST, service tax, VAT, etc.

(d) It is clarified that it is at the instance and request of the Purchaser that the foregoing clause 3, 4 & 5 has been agreed between the Parties and in particular in view of the fact that the above constitute the liquidated damages to be adjusted/recovered in the event of a breach by the Purchaser as provided under RERA.

(e) All taxes, rates and other government levies, including but notlimited to CGST/SGST/ISGST, and/or any other taxes/rates/levies that may hereafter be levied by the Government in respect of this Agreement or the transaction contemplated by this Agreement shall be borne and paid by the Purchaser alone. The Purchaser has understood and agreed that, the taxes including CGST/SGST/ISGST that may be charged by the Vendor will bepaid to the respective authorities after claiming for the input credits available as per the applicable laws, from time to time, and that is the basis considered for the agreed consideration for the Premises as stated in this Agreement. The Purchaser declares and undertakethat he/she/it will not claim any amount from the Owner Developer as refund or otherwise credit for input tax credit that may be availedby the Owner Developer under any applicable taxes/laws/regulations, from time to time.

6. The Purchaser has prior to the execution of this Agreement satisfied itself about the title of the Vendor to the land, which is more particularly described under the schedule-I and the Schedule-II and shall not beentitled to further investigate the title and the rights, powers and authorities of the Vendor, and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith.

7. The Vendor has informed the Purchaser that as per the Scheme of Development of the Property envisaged by the Vendor:-

(a) The Property will be developed by constructing residential Building as permitted by law thereon;

(b) At present, the Vendor intends to develop a residential Building on the Property;

(c) The FSI/TDR consumed in construction of the Building may not be in the same ratio as the land area of the Property on which the Building is intended to be constructed, and hence, it may not be possible to sub-divide the Property, and the Purchaser shall not be entitled to insist upon the sub-division of the Property;

(d) The Vendor intends to form a separate Society/Company/Association in respect of the Building;

(e) The Vendor may at its option: -

(i) execute a Conveyance/Deed of Assignment in respect of the land beneath the Building as well as land appertaining thereto in favour of the Society/Company/Association comprising of all the flat/s Purchasers in the Building; or

(ii) execute a Conveyance/Deed of Assignment in respect of the Property in favour of the Society/Apex Company of which each separate Society/Company/Association will be a part of; or

(iii) The Vendor may at its option execute a Conveyance /Deed of Assignment in respect of land forming part of the Property jointly in favour of the Societies/Companies/Associations formed by the Vendor along with the purchasers of flats/premises in each of the Building to be constructed onthe land, which is more particularly described under the schedule-I. In such an event, each of the Societies/ Companies/ Associations shall have a share in proportion to the F.S.I. consumed in the building or part thereof; and/or

(iv) The Vendor may at its option retain certain flats/premises in the building or an entire building to be constructed on the land, which is more particularly described under the schedule-I. In such an event, the Vendor will be a part of

Society/Apex Company referred to in Clause 7(e)(ii) above or be jointly entitled to the property along with the Societies/Companies/Associations referred to in Clause 7(e)(iii) above, and the Vendor shall not be liable to pay any transfer fee or charges for sale and transfer of any of the flats/premises in future.

(f) Save and except the Building which is under construction on the land, which is more particularly described under the schedule-I, the Vendor shall have an unfettered right to deal with, dispose offand/or develop the remainder of the Property in such manner as they deem fit with the consent of 2/3 majority of the intent Purchaser and the Purchaser shall not have any objection whatsoever;

(h) The Purchaser together with all other purchasers of flats/premisesin the Building to be constructed on the land, which is more particularly described under the schedule-I, shall not call upon or demand that the Vendor shall form the Societies/ Companies/Associations referred to hereinabove and/or hand over charge or administration of the Building to be constructed on the Property and/or execute a Conveyance Deed / Deed of Assignment in respect of the land beneath any of the Building to be constructed on the land, which is more particularly described under the schedule-I until the entire Scheme of Development of the Propertyis complete in every respect and the Vendor has consumed the F.S.I., including TDR available or which may hereafter becomeavailable in respect of the Property.

The aforesaid terms and conditions are of the essence of the contract and only upon the Purchaser agreeing to the same, the Vendor has entered into this Agreement for Sale.

8. The Parties hereto specifically declare and confirm that: -

(a) The Purchaser has inspected the Property and has ascertained for itself that the Premises are not yet ready for use and occupation;

(b) The Occupation Certificate evidencing completion of the Building under construction has not yet been issued by the Vapi Nagar Palika, Vapi as required by law and consequently under the provisions of the Act, the Vendor is not entitled to allow the Purchaser to enter into possession of the Premises, and the Purchaser is prohibited from taking possession of the Premises till such certificate is issued by the Vapi Nagar Palika, Vapi.

9. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat/Premise, which is more particularly described in the Schedule-II to the Purchaser, obtain from the concerned local authority occupation certificate evidencing completion of the Building.

10. Save and except in respect of the Premise/s, which is more particularly described under the schedule-II a proportionate share in the common areas and facilities in the building hereby agreed to be acquired, thePurchaser shall have no claim in respect of all or any open spaces or rooms or lobbies or staircases or lifts or terraces, etc. in the Building/Property or any other part of the Development, which will remain

the property of the Vendor until the entire Property is transferred to the Society/Company/Association as mentioned hereinabove upon the Scheme of Development of the Property being declared as fully completedby the Vendor, and also subject to the rights, reservations and covenants herein provided.

11. The Vendor hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is 1893.15 Sq.Mtrs. only andVendor has planned to utilize Floor Space Index of__________1893.15___Sq.Mtrs. by availing of TDR or FSI available on payment of premiums of FSIavailable as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation. The Vendor has disclosed the Floor Space Index of 1893.15 __Sq.Mtrs. as proposed to be utilized byhim on the project land in the said Project and the Purchaser has agreedto purchase the said premise based on the proposed construction andsale of premises to be carried out by the Vendor by utilizing the FSI.

12. That till vesting document or even thereafter as may be permissible under law is executed the Vendor alone shall be entitled to all FSI in respect of the said property described under the First Schedule and/or which can be used and consumed on the said portion whether available at present or in future including the balance FSI, the additional FSI available under Regulation from time to time and/or by any special concession,modification of present Rules and Regulations granting FSI and FSI available in lieu of the road widening, set back, reservation, and by way of Transfer of Development Rights (TDR) in future from the same lands or acquired from other lands or otherwise howsoever, including slum TDR in future, with the consent of 2/3 majority of the intent Purchaser and the Purchaser shall not have any objection whatsoever prior to completion of the project.

13. The Vendor shall not have any claim over the floor space index ("FSI"), additional floor space index ("FSI") and/or terrace rights after building use permission has been obtained, such rights if any will be enclosed by Society of the Purchaser after the completion of the project.

14. The Vendor hereby declares that no part of the floor space index ("FSI") in respect of the land, which is more particularly described under the schedule-I has been utilised by the Vendor elsewhere for any purpose whatsoever. The Purchaser has been given inspection of the plans of the Building being constructed on the land, which is more particularly described under the schedule-I and the Purchaser shall not raise any objection/obstruction of any nature whatsoever in that behalf, at any stage of work in progress.

15. Unless otherwise agreed by and between the Parties hereto the Vendor will give possession of the Premise/s which is more particularly described under the schedule-II to the Purchaser on or before the 01-04-2027.if the Vendor fails or neglects to give possession of the premise to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the premise with interest at the rate of MCLR+2% per annum from the date of termination till the date the amounts and interest thereon is repaid.

16. For the purposes of this Agreement "reasons beyond the control of the Vendor and its agents" shall mean any event or circumstance or combination of events circumstances beyond the reasonable control of the Vendor and its agents which event or circumstance (a) cannot by exercise of reasonable diligence be prevented or cause to be prevented, (b) cannot

despite the adoption of reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstance is available) be prevented and (c) which materially and adversely affects the Vendor's performance of its duties or obligations under this Agreement, including but not limited to:-

(i) Acts of God and nature including:-

(A) typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather conditions or other natural disasters; and

(B) plague or epidemic or quarantine conditions arising therefrom;

(ii) Explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, structural collapse, failure or for defects in major forging or castings or other items of major equipment which require protracted time to obtain, replace or repair, or chemical contamination (other than resulting from an actof war);

(iii) Air crash, shipwreck, train wrecks or failures or delays of transportation;

(iv) Strikes, lockouts, rule-to-work actions, go slows or similar Labour difficulties that in any way have an effect on the Scheme of Development or the development of the Property or the construction of the Building;

(v) Any unavailability where and when required of equipment, facilities, materials (such as steel, cement and/or building materials) or utilities;

(vi) Geological, subsurface ground conditions as a result of which development, design, engineering, construction, implementation, of the Scheme of Development or the development of the Property or the construction of the Building is delayed or no longer financially or technically viable;

(vii) Act of war (whether declared or undeclared), invasion, armed conflict, hostile act of foreign enemy, revolution, riot, insurrection, civil commotion or act of terrorism;

(viii) Radioactive contamination or ionising radiation;

(ix) Enactment, amendment, suspension or repeal of any Laws of India after the date hereof materially and adversely affecting the performance by the Vendor of its duties or obligations under this Agreement;

(x) Changes in law;

(xi) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities materially and adversely affecting the Scheme of Development or the development of the Property or the construction of the Building;

(xii) The imposition of any onerous restriction or regulation by the government or any other governmental authority not arising out of contractual relations between the Parties hereto, that materially and adversely affects the Scheme of Development or the development of the Property or the construction of the Building or delays the same in any way;

(xiii) The expropriation or compulsory acquisition by the government or any other governmental authority of:-

(A) Any shares in the Vendor; or

(B) Any assets rights of the Vendor;

(xiv) Agitation, disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any approvals/permissions by the government or any other governmental authority which delays or materially and adversely affects the Scheme of Development or the development of the Property or the construction of the Building;

(xv) Delay in grant of any NOC/permission/licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the Building/flat(s)/road or occupation certificate evidencing completion of the Building from the appropriate authority;

(xvi) Any notice, order, rules, notification of the Government and/or other public or competent authority.

17. As agreed by and between the parties hereto, under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor in respect of the Premises (excluding stamp duty or registration charges and/or VAT and/or Service tax and/or GST and/or any other taxes/rates/levies that may have been levied in respect of this Agreement) with interest as provided under RERA from the date theVendor received the sum till the date the amounts and interest thereon is refunded. Upon such termination of this Agreement, save as aforesaid, neither Party shall have any other claim against the other, and the Vendor shall be entitled to sell and dispose off the Premises to any other personof their choice and at such price as the Vendor may deem fit.

18. The Purchaser shall take possession of the Premise/s upon the Premise/s being ready for use and occupation against payment of the entire balance consideration amount and other amounts payable under this Agreement within 15 days of the Vendor giving written notice to the Purchaser intimating the Purchaser that the Premises are ready for use and occupation.

19. Subject to what is specially mentioned herein in this regard, upon the Purchaser accepting possession / charge of the said Premise/s, which is more particularly described under the schedule-II the Purchaser shall be deemed to have taken full, complete and detailed inspection of and approved the said Premise/s which is more particularly described underthe schedule-II and the same shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreementand consequently, the Purchaser shall have no claim or demand against the Vendor in that regard, including in respect of any fixtures, fittings, amenities, specifications or any other items of work in the said Premise/s, which is more particularly described under the schedule-II and the Vendor shall be discharged from its liabilities, responsibilities and obligations with regard to the same. Provided however that if within a period of 5 (Five) years from the date of handing over the said Premise/s which is more particularly described under the schedule-II to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the said Premise/s which is more particularly described under the schedule-II or in the Building or any such defects on account of workmanship, quality or provision of service and if the same are accepted by the Vendor, then wherever possible, such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then, the Purchaser shall be entitled to receive from the Vendor compensation for such defect in the manner as provided under RERA.

20. The Purchaser shall use or permit the use of the Premises or any part thereof for the purpose of residence only and shall use the commonparking spaces only for the purpose of keeping or common parking the Purchaser's own vehicle and not for any other purpose. The Purchaser agrees that the common parking spaces is an integral part of the building,

and shall not be sold or dealt with in any manner independent of the Premises. Any unauthorized change of user of the Premises by the Purchaser shall render this Agreement voidable.

21. The Purchaser itself, with the intention to bind itself and all persons into whomsoever's hands the Premises come and its successors-in-title, doth hereby covenant with the Vendor as follows:-

(a) To maintain the Premise/s, which is more particularly described under the schedule-II at Purchaser's cost in good and tenantable repair and condition from the date of handing over possession ofthe Premises, and shall not do or allow or suffer to be done anything in and/or to the staircase or any passage or compoundwall of the Building or any part of the Building in which the Premises are situated, which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change,alter or make addition in and/ or to the Building in which the Premises are situated;

(b) Not to do or permit to be done any act, deed or thing which may increase the premium payable in respect of or render void or voidable any insurance in respect of the Building and/or the Property or any part thereof;

(c) Not to store in the Premise/s which is more particularly described under the schedule-II any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Premise/s are situated and or storing of which goods is objected to by the concerned local or other authority or the Society/Company/Association and shall not carry or cause to be carried heavy packages to upper floors which may or are likely to damage the staircase, common passage or lift or any other structure of the Building, in which the Premise/s are situate, including entrance/s to the Building and in case of any damage caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of thePurchaser whatsoever;

(d) To carry out at its own cost, all internal repairs to the Premise/s which is more particularly described under the schedule-II and maintain the Premise/s in the same condition, state and order in which they were delivered by the Vendor to the Purchaser, and in tenantable repair and shall not do or allow or suffer to be done anything in the Premise/s or to the Building in which the Premise/s which is more particularly described under the schedule-II are situate, or carry out repairs and changes in the Premise/s which is more particularly described under the schedule-II which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the Premises above or below the Premise/s which is more particularly described under the schedule-II. In the event ofthe Purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority;

(e) Not to demolish or cause to be demolished the Premise/s which is more particularly described under the schedule-II 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 Premise/s or any part thereof nor any alteration in the elevation, and outside colour scheme of the Building in which the Premise/s is/are situate and shall keep the sewers, drains, pipes in the Premise/s and appurtenances thereto in good and tenantable repair and condition so as to support, shelter and protect other parts of the Building in which the Premise/s is/are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the Premise/s without prior written permission of the Vendor and/or Society/Company/Association and the local authority as the case may be;

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premise/s in the compound or any portion of the Property and the Building in which the Premise/s is/are situate;

(g) Not to endanger or damage the garden fencing, saplings, shrubs, trees, etc. on the Property;

(h) Not to damage the electricity poles, cables, wiring, telephone cables, sewage line, water line, gate or any other common facility provided in the Building and/or the Property;

(i) Not to display or erect at any place in the Building and/or the Property any bills, posters, hoardings, advertisements, name boards, sign boards, etc. of any nature whatsoever;

(j) Not to obstruct or cause any obstruction in any manner whatsoever in the Building or any of its staircases, refuge areas, corridors or passageways;

(k) Not to enclose in any manner whatsoever any flower beds, pocket terraces or other areas in the Building and/or the Property required to be kept open;

(l) Pay to the Vendor within fifteen (15) days of demand by the Vendor, its share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity, cooking gas or any other service connection to the Building in which the

Premises are situate;

(m) 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 Authorities on account of change of user of the Premise/s which is more particularly described under the schedule-II by the Purchaser or otherwise;

(n) The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser's interest or benefit of this Agreement or of the Premise/s which is more particularly described under the schedule- II or any part thereof, or part with possession of the Premise/swhich is more particularly described under the schedule-II or any part thereof until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up, and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained specific permission in writing of the Vendorfor the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Vendor and not otherwise;

(o) The Purchaser hereby undertakes that the Purchaser will not carry on any illegal business/profession in the Premise/s which is more particularly described under the schedule-II agreed to be purchased and further agrees and undertakes that the Purchaser itself or through its nominee/tenant/occupier shall not carry on any such business/profession which may be illegal/antisocial/anti-national etc., and which may tarnish the reputation of the Vendor and cause nuisance to neighboring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/s inthe Premise/s, which is more particularly described under the schedule-III whether directly or indirectly, through its agent or tenant, the Vendor shall be entitled to cancel this Agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the Premise/s, which is more particularly described under the schedule-II;

(p) Till the entire Property is transferred to the Society/ Company/Association as hereinafter provided upon the Scheme of Development of the Property being declared fully completed by the Vendor, the Purchaser shall permit the Vendor and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Building or any part thereof andthe portion of the Property on which the Building is constructed to view and examine the state and condition thereof or to repair and remove any disrepair;

(q) The Purchaser shall observe and perform all the rules and regulations which the Society/Company/Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Building and the Premise/s which is more particularly described under the schedule-II therein, and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Society/Company/Association regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by the Purchaser in accordance with the terms of this Agreement.

(r) The name of the Project i. e. to say that, the name of the building "__________________" shall not be changed in future. Similarly, the proposed name of the Society/Company/Association shall, if so permitted by the Registrar, include the name "_________________", and shall not be changed in future.

22. Commencing 15 days after notice in writing is given by the Vendor to the Purchaser that the Premise/s which is more particularly described under the schedule-II are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the floorarea of the Premises) of outgoings in respect of the Building and the Property, viz. water charges, insurance, common lights, annual maintenance charges for lifts, electrical installations, plumbing, diesel generator sets, sewage treatment plant, etc., repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building and the Property (hereinafter referred to as "Management and Maintenance Expenses"), and local / property taxes, betterment chargesor such other levies by the concerned local authority and/or Governmentin respect of the Building and the Property. Until the Society/ Company/Association is formed and until the entire Property is transferred to it, upon the Scheme of Development of the Property being declared as fully completed by the Vendor, the Purchaser shall pay to the Vendor suchproportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Vendor provisional monthly contributions of Rs.
_________ in words rupees_______________only per month towards management and maintenance expenses, In addition, the Purchaser shall pay to the Vendor a proportionate share of the local/property taxes, betterment charges or such other levies as may be levied by the concerned local authority and/or Government in respect of the Buildingand the Property, which is more particularly described under the schedule-

II. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and shall be utilized by the Vendor for payment of the aforesaid outgoings in respect of the Building and the Property which is more particularly described under the schedule-II until formation of the Society/Company/Association and until the entire Property is transferred to it upon the Scheme of Development of the Property being declared as fully completed by the Vendor. On such transfer being executed, any balance amount of the aforesaid contribution, if any (less deduction provided for in this Agreement) shall be paid over by the Vendor to such Society/Company/Association. Initially, the Purchaser shall pay adhoc contribution for one year. Thereafter, the Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out-goings and taxes regularly on quarterly/semi-annual/annual basis in advance and shall not withhold the same for any reason whatsoever. In the event of failure of the Purchaser to pay such charges, this Agreement shall stand cancelled, and if the Purchaser has already occupied thePremises he shall be liable to vacate the same.

23. The Purchaser shall on or before delivery of possession of the Premises also keep deposited with the Vendor the following amounts:-

(i) For share money, application entrance fee of the Society/Company/ Association electricity deposit, gas connection deposit, all at actuals; and

(ii) Rs.______________/- (Rupees___________only) for formation and registration of the Society/Company/Association.

24. The Vendor shall utilize the said amount mentioned in Clause 23 above paid by the Purchaser to the Vendor for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the

Vendor in connection with formation of the Society, or as the case may be, Company or Association, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

25. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of a Society or a Company or Association or towards the out goings and shall utilize the amounts only for the purposes for which they have been received.

26. The Purchaser along with other purchasers of premise/s in the Building shall join in forming and registering a Society or a Company or Association(sole option being with the Vendor herein) as may be decided by the Vendor to be known by such name as the Vendor may decide, and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies or any other appropriate authority as the casemay be, and for this purpose also from time to time shall sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Society/Company/Association, and for becoming a member, including adoption of the bye-laws of the proposed Society or memorandum and articles of association of the proposed company or rules/regulations/bye-laws of the Association and shall duly fill in, sign and return them to the Vendor within seven (7) days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the organization of the purchasers. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association or rules/regulations/bye-laws as may be required by the Registrar of Co-operative Societies or the

Registrar of Companies or any other appropriate authority as the case may be.

27. After the Scheme of Development of the Property being declared fully completed by the Vendor and after the Vendor has received the purchase price in respect of all the premises and all other amounts payable by the purchasers thereof under the respective agreements in respect of the entire Scheme of Development of the Property, the Vendor shall, unless it is otherwise agreed to by and between the parties hereto, within 24 months of such full completion, cause to be transferred to a Society/Apex Company or jointly in favour of the Societies/Companies/Associations formed by the Vendor along with the purchasers of flats/premises in each of the Building to be constructed on the Property, all the rights, title and interest of the Vendor in the Property together with the Building thereon byexecuting the necessary Deed of Conveyance or Deed of Assignment in respect of the Property (or to the extent as may be permitted by the authorities) in favour of the Society/Company or jointly in favour of the Societies/Companies/Associations as the case may be, and such Deed of Conveyance or Deed of Assignment shall be in accordance with the terms and provisions of this Agreement.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Premise/s or of the Property or Building or any part of thereof. The Purchaser shall have no claim, save and except in respect of the Premise/s. The Property, other unsold premises, common areas, open spaces, terraces, recreation spaces, etc. shall be the property of the Vendor until the entire Property with building constructed thereon is transferred to a Society/Apex Company or jointly to the Societies/ Companies/ Associations asmentioned herein.

29. Save and except as provided hereinabove, the Purchaser agrees, undertakes and covenants with the Vendor that neither it nor the Society/Company/Association that may be formed shall hereafter in any manner whatsoever limit, curtail, revoke, cancel, or terminate any of the powers, rights, benefits, privileges, or authorities reserved by or granted to the Vendor under this Agreement or any other deed, document or writing entered into or executed by and between the Parties hereto or referred to in Agreement. The Purchaser and the Society/Company/association shall render all assistance and co-operation at all times to the Vendor to enable it to exercise and avail of the same.

30. Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendor shall not be construed as a waiver or acquiescence on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser and shall not in any manner prejudice the rights of the Vendor.

31. The Purchaser/s has/have expressly, specifically, unconditionally and unequivocally agreed to the formation of a Condominium, being the Ultimate Organization under the Apartment Act. The Purchaser/s in view of the above, agree that the vendor shall not be required to form either a co-operative society or a company. The Purchaser/s hereby expressly and specifically agree/s that he/she/they/it cannot and shall not do anything contrary to the aforesaid agreement arrived at by and between the vendor and the Purchaser/s in the matter of formation of Ultimate Organization. The Purchaser/s expressly and specifically agree that the vendor shall execute the Declaration as aforesaid, after the Vendor have constructed and completed in all respect

the Building Scheme to be constructed on the Project Land with the respective the construction and received the full and final purchase price and consideration payable in respect thereof. The Purchaser/s along with the other purchaser/s of the construction in the Project shall be named as the first members of the Ultimate Organization in the Declaration to be executed by the vendor as aforesaid. If need be, the Purchaser/s shall sign and execute Deed of Apartment and other papers and documents, if any, necessary for formation of the Condominium and for becoming the member/s, including the Bye-laws of the proposed Condominium and duly sign and return to the vendor within 30 (Thirty) days of the same being forwarded by the vendor to the Purchaser/s.

32. The Declaration under the Apartment Act shall consists of the members who have purchased and/or acquired the construction in the BuildingScheme, provided all the amounts due by the purchaser/s, which includes the Purchaser/s herein, under their respective Agreements for Sale are fully paid to the vendor. The vendor shall not be responsible if they are unable to execute Declaration in respect of the Common Building Scheme if the completion is delayed by reason of OC, if any, and/or PCC issued is not being received from Vapi Nagarpalika, or any other Competent Authorities or by reason of war, civil commotion, act of God, non- availability of row houses and/or villas materials, result of any notice, rule or notification of the Government and/or any other public authority and/or any other cause beyond the control of the vendor. It is expressly agreed by the Purchaser/s that under no circumstances the Purchaser/s shall be entitled to claim any damage of any nature whatsoever on account of delay or default in executing a Declaration in respect of the Project Land and the Building Scheme;

33. The Declaration, the Deed of Apartment and/or other documents, if any,

required under the Apartment Act for the formation of the Condominium, being the Ultimate costs (including all manpower and overhead costs) incurred along with a reasonable margin on such costs and all applicable Taxes. The Purchaser/s along with the other purchasers in the Project shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 1 (One) month period, the Ultimate Organization may appoint the FMC for a further term or choose to appoint any other facility management Company.

34. The Vendor shall be entitled to end its services by giving an advance written notice of 1 (One) months to the Ultimate Organization in the event the period of Vendor appointment has not been renewed at least 1 (One) months before expiry thereof;

35. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organization shall also be entitled to end the services of the Vendor with advance written notice of 1 (One) months if such termination has the written consent of MCLR+2% of the Premises purchasers of the Project;

36. The Purchaser/s agree/s and undertake/s to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the Vendor;

37. Subject to what is stated hereinafter, the costs related to the upkeep and maintenance of the Project/Project Land shall be to the account of and jointly borne by the relevant premises purchasers proportionate to the carpet area of each construction and are payable as the Project Common Area Maintenance ("PCAM") charges as set out by the Vendor. The common area maintenance ("CAM") charges shall not include:

(a) the cost associated with diesel (or any other fuel) consumption and electricity/HVAC consumption within the Premises which shall be payable by the Purchaser/s on monthly basis based on actuals and

(ii) Property Taxes;

Iinitially, the aforesaid expenses shall be incurred from the proportionate net interest/income received from the one time maintenance amount deposited by the Purchaser/s in the matter. The Purchaser/s shall be obliged to pay any short fall to the same in advance on or before the 1st day of each quarter. The vendor shall provide reconciliation of the expenses towards Common Area Maintenance charges on or before 2 (Two) Months after the end of the relevant financial year and the Parties hereto, covenant that any credit/debit thereto, shall be settled on or before 2 (Two)Months;

38. For the purposes of avoidance of doubt, it is clarified that the Common Area Maintenance Charges shall commence after the expiry of at least 15 (fifteen) days from the date of offer of possession regardless of whether the Purchaser/s take/s such possession of the Premises or not;

39. the Purchaser/s is/are aware that the Common Area Maintenance charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subjectto inflation increases as per market factors (currently estimated @ 5 to 15per cent per annum). Further, these charges are subject to the revision every 12 (Twelve) months after the date of offer of possession by 5 to 15 per annum. In case, the increase is to be higher than this

amount, the same will have to be mutually agreed between the Purchaser/s and the vendor;

40. The Purchaser/s undertake/s to make payment of the estimated PCAM charges to the Ultimate Organisation as may be decided by it from time to time;

41. As aforesaid, all Maintenance Related Amounts stated in agreement for sale without possession are compulsorily payable by the Purchaser/s in the future upon demand being raised by the vendor/Ultimate Organisation, regardless of whether the Purchaser/s uses some of the facilities or not. Any delay or default in payment of the amounts under this recital shall constitute a breach of the terms of this Deed of Sale and shall lead to suspension of access to all facilities provided by the vendor/Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment;

42. The Vendor shall provide expense details only in connection of maintenance related amounts at the time of handover of the affairs of the Project to the Ultimate Organisation and shall not provide expense details for any other head;

43. The Purchaser/s is/are aware that the vendor seek to provide a superior quality of services and facilities for its residents (obviously at a reasonable cost) and for such purpose, the vendor have/shall enter into agreements with various third parties/operators (hereinafter referred to asthe “Service Providers”) in relation to the operation of certain facilities/amenities which are located in constructed spaces so as tofacilitate the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser/s and the Ultimate

Organisation, subject to the following restrictions:

a) The vendor shall continue to be the Owner of such constructed spaces and further the vendor shall be entitled to maintain/cause to be maintained/use of such constructed space for all time to come in future.

b) Even after the formation of the Ultimate Organisation, the Ultimate Organisation shall not have the ownership of such constructed spaces, subject to use the amenities/facilities therein provided on payment of usage charges.

44. The Purchaser/s is/are aware that the vendor are not in the business of or providing services proposed to be provided by the Service Providers or through the Service Providers. The Vendors does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/Vendor. The Parties hereto, agree that the vendor are not and shall not be responsible or liable in connectionwith any defect or the performance/non- performance or otherwise of these services provided by the respective Service Providers/Vendor.

45. AND the vendor in consideration aforesaid, do and each of them doth hereby covenant with the Purchaser/s that the vendor shall and will,unless prevented by fire or some other inevitable or unavoidable accident,from time to time and at all times hereafter upon every reasonable requestand at the cost of the Purchaser/s or any person or persons having or lawfully claiming through, under or in trust for the Purchaser/s, his/her/their heirs, executors, administrators and assigns produce or cause to be produced to him/her/them or his/her/their agents or lawyersor at any legal hearing, commission or examination or otherwise as

occasion shall require, all or any of the deeds and writings comprised in the Schedule-II hereunder written for the purpose of showing his/her/their the Purchaser's/s' title hereby conveyed and will permit the same to be examined, inspected or given in evidence AND will at the like request and cost of the Purchaser/s or any such other person or persons as aforesaid deliver or cause to be delivered to him/her/them such attested or other copies or abstracts or extracts from the said deeds and writings or any of them as he/she/they may require and shall in the meantime, unless prevented as aforesaid keep them safe, unobliterated or uncancelled PROVIDED always and it is hereby declared and agreed that in case the Vendor or their respective heirs, executors and administrators and the vendor, their successor or successors shall deliver the said deeds and writings or any of them to the Ultimate Body Corporate for the time being entitled to the custody thereof and shall thereupon at his/her/their costs procure from the Ultimate Body Corporate a similar covenant in all respects in favour of the Purchaser/s herein or his/her/their heirs, executors, administrators or assigns, then and in such case and immediately thereon the last mentioned covenant shall cease and becomevoid so far as regards the said deeds and writings to which such substituted covenant shall relate and till that time that covenant shall remain in full force and effect.

46. The Purchaser and/or the Vendor shall present this Agreement at the proper registration office for registration within 4 months from the date of executing of this Agreement as prescribed by the Registration Act and the Parties hereto shall attend such office and admit execution thereof.

47. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by pre-paid post at its addresses specified against its name

above.

48. All taxes, rates and other government levies, including but not limited to GST, service tax, VAT and/or any other taxes/rates/levies that may hereafter be levied by the Government in respect of this Agreement or the transaction contemplated by this Agreement shall be borne and paid by the Purchaser alone.

49. The Purchaser hereby declares that he has gone through this Agreement and all the documents related to the Property and the Premise/s, which is more particularly described under the schedule-III and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

50. The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of MCLR+2 %, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinbefore in this Agreement.

51. This Agreement shall always be subject to the provisions of the Act and

the rules made thereunder.

52. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time ofexecution of this Agreement.

53. After the Vendor executes this Agreement he shall not mortgage or create a charge on the premise and if any such mortgage or charge is made or created then notwithstanding anything contained in any otherlaw for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Premise.

54. This Agreement shall always be subject to the provisions of the RERA. Any dispute between the Parties shall be settled amicably as provided herein. In case of failure to settle the dispute amicably, the same shall be referred to the authority as per the provisions of RERA. Subject to the foregoing, only the courts in Vapi, Taluka Vapi, District Valsad shall have jurisdiction to entertain and try any dispute between the Parties.

55. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. If due to any changes in Government Policy any additional stamp duty, registration charges are levied the same shall

also be borne and paid by the Purchaser alone.

SCHEDULE–I

All that piece and parcel of the N.A. land bearing Block/Survey No. 3012 (Old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs) admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within thelimits of Village Chala, Tal. Vapi, Dist. Valsad, which is bounded as under :

On Or Towards East	:	Main Road.
On Or Towards West	:	Plot No. 49.
On Or Towards North	:	Plot No. 448/18.
On Or Towards South	:	Main Road.

SCHEDULE–II

The Residential Flat No. …… admeasuring about ……… Sq. Fts. carpet area (Area in ……… Sq. Meter) on the …………. Floor in the building known as "__________________" constructed on the land more particularly described under the Schedule–I, which is bounded as under :

On Or Towards East	:
On Or Towards West	:
On Or Towards North	:
On Or Towards South	:

SCHEDULE-III

LIST OF INTERNAL AMENITIES-

1)

2)

3)

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

SIGNED, SEALED AND DELIVERED the within named THE VENDOR MILESTONE YOGI, a partnership firm through its partner MR. ____________________ in presences of….

____

SIGNED, SEALED AND DELIVERED the withinnamed Purchaser MR. _________________in presences of….

____

SIGNED, SEALED AND DELIVERED the withinnamed Purchaser MR. _____________in presences of….

____

Witness :

1. ____________________________

2. ____________________________