Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1)) EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

AGREEMENT FOR SALE

THIS A	GREEMENT FOR SA	LE ("said Agreement") is made at Mumbai
on this	day of	_ in the Christian Year Two Thousand and
Twenty-	Four (2024);	

BY AND BETWEEN;

"BHOOMI ASSOCIATES" a Partnership Firm, duly Registered under the Provisions of Indian Partnership Act, 1932 (Partnership Registration No.BA107069, having its Registered office Address at 105, Bhoomi Shivam, Plot No RDP-7/168, Sector 3 Charkop, Kandivali (West), Mumbai 400 067, hereinafter called "THE PROMOTERS/DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Partners from time to time and their successors and assigns) of the FIRST PART;

AND

Shri. /S	mt			age	d about	
years,	Indian	Inhabitant	at	present	residing	at
		, hereinafte	er referr	ed to as "TH	E APARTMI	 E n t
PURCH	ASER/ALI	OTEE/S" (whi	ch expr	ession shall u	nless repugna	nt to
the conte	ext or meani	ng thereof be de	emed to	mean and in	clude his/her/	their
executor	s, administra	ntors, successors	and pe	rmitted assigr	ns) of the OTI	I ER
PART/S	; .					

WHEREAS:

(A) Originally, Maharashtra Housing Board (said Board) is seized, possessed, owned and well and sufficiently entitled of all that piece and parcel of land of area at Village Kandivali within the Registration District and Sub-district of Mumbai City and Mumbai Suburban (said larger property) and vide diverse formal writings, assigned rights in respective plots in favour of Various Societies/Assignees. Upon Maharashtra Housing and Area Development Authority being duly constituted with effect from 05/12/1977 under Government Notification in the Public Works and Housing Department No. ARD-1077(1) Desk.44 dated 05/12/1977 interalia the Maharashtra Housing Board being the Board established under the Bombay Housing Board Act, 1948 stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act. Under clause (a) and (b) of Section 189 of Maharashtra Housing Board Act all property, rights, liabilities and obligations of the dissolved board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the Maharashtra Housing and Area Development Authority (said MHADA Authority) and all the power and authority of the Mumbai Housing Development Board were taken over by MHADA and accordingly the Maharashtra Housing and Area Development

- Authority as successor of the Board is the owner of and well and sufficiently entitled to the said larger plot.
- (B) Maharashtra Housing Board (said Board) under the scheme of construction as Middle Income Group Housing Scheme to construct a building at Survey No. 149 on all that piece and parcel of land bearing CTS No. 1C/1/182 of area admeasuring 800 sq. mtrs. forming part of said larger Property/land of Village Kandivali within the Registration District and Sub-district of Mumbai City and Mumbai Suburban (more particularly described in the schedule here under written) (*said plot*), by advertisement published in the newspapers invited applications from parties for allotment of such plots in the said MHADA's land for purpose of building for bonafide residential use and occupation of the members of the society.
- (C) The society viz. Charkop Sagar-Manthan Co-operative Housing Society Ltd, applied on 10/01/1985 for an open plot for the purpose of constructing maintaining the building standing on the said property for bonafide residential use occupation of the members of the society. The Charkop Sagar-Manthan Co-operative Housing Society Ltd., a housing society was registered on 19/1/1987, under the provision of Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM (WR)/HSG(TC)/2454/86-87 dated 19/1/1987 and having its Registered Office at Plot No. 213, R.D.P.-8, Sector No. 4, Part II, World Bank Project, Charkop, Kandivali-West, Mumbai 400067.
- (D) MHADA accepted the application of the society for allotment of open developed plot in the said land as such Society became one of the successful drawee in the draw of lot among the various societies.
 - (E) Consequently, said MHADA executed writing related to the said Plot in favour of the Society to give the same on leasehold basis of 99 years, with effect from 03/07/1987 on the consideration and upon certain terms and conditions recorded in the Agreement to Lease & Indenture of Lease dated 03/07/1987 & 20/04/1997 respectively

made executed and entered into by and between Maharashtra Housing and Area Development Authority (therein referred to as "the Lessor") and the society (therein referred to as "the Lessee") interalia for allotment of Said Plot which also includes open space/tit bit area.

- (F) The Dy. Director-I, World Bank Project vide its Letter requested E E.I, World Bank Project, who had undertaken the project, to handover the possession of said land unto the society. Subsequently society received formal possession of the said Plot from Executive Engineer World Bank Project I. Society had approached the Municipal Corporation of Greater Mumbai (MCGM) and applied for permission to construct on said plot, building as per the plans submitted and MCGM had issued commencement certificate and resultantly building of ground plus Four upper story was constructed by consisting of units 19 residential, 2 Commercial units and MCGM eventually issued Occupation Certificate dated 22/02/1994. (said building) The tenements of the said building was allotted to various allottee/s.
- (G) Society is thus seized, possessed and well sufficiently entitled of all that piece or parcel of leasehold land or ground, being Plot No. RDP-8/213, Sector 4, MHADA, Kandivali (West), Mumbai 400 067, bearing CTS No. 1C/1/182, Survey No.149 of area admeasuring 800 sq. mtrs. or thereabouts of Village Kandivali, Taluka Borivali within the registration district & sub-district of Mumbai Suburban together with building and structure then standing thereon known as Charkop Sagar- Manthan CHS Limited consisting of various members. (collectively Said Building and Said Property/Plot/Land are hereinafter also referred to as the Said Plot/Property/Land).
- (H) Then existing building structure on the said property was old and required heavy repairs or reconstruction after demolition. The Promoters desired of developing the said property by demolishing the existing building standing on the said property (hereinafter

referred to as the "said Old Building") and constructing thereon new multistoried building to be known as _______ (hereinafter referred to as the "said Building") in accordance with the provisions of applicable Development Control Regulations 2034 more particularly D.C. Regulations, 2034 and the Mumbai Municipal Corporation Act and the Rules and Bye Laws framed there under and/or any other Act as applicable in that behalf on ownership basis without creating any right in said land or said head lease.

- (I) As per the Development Control Rules, the society had a right to Develop/ Redevelop the said Property by demolishing the Existing Structures and by utilizing existing available FSI as well by Procuring extra/further Fungible /compensatory FSI/V P Quota etc. Thus, the society proposed to construct/Redevelop the entire property by assigning its development rights /potential to the Developer herein wherein the members of the Society decided to demolish the existing building and re-develop the said Plot by constructing a new building on the said Plot by using the Basic FSI as also extra/further FSI/V P Quota available as per the present Development Control Rules (DC Rules) r/w Provisions of MHADA. The proposed new construction is hereinafter referred to as "the said new building".
- (J) Accordingly, Society Appointed Promoter herein for the redevelopment of the said building standing on the said plot viz. a leasehold Plot. Pursuant to Development Agreement Dated _18/12/2023______ duly registered with the office of Sub Registrar of Assurance bearing No. BRL-2/19192/1/230_ entered and executed between the Society and the Promtoer herein (Said Development Agreement) alongwith incidental Power of Attorney dated _18/12/2023_____ duly registered with the office of Sub Registrar of Assurance bearing No BRL-2/19198/1/40(said Power of Attorney) (collectively Said Development Agreement and Said Power of Attorney for brevity's sake are hereinafter referred to as

the Said Development Agreement/Agreement) society assigned Development Rights with respect to the said Property in favour of Promoter herein upon terms, conditions and consideration recorded thereunder interalia the Society had assigned the Development Rights in Favour of Promoter herein with authority to sell the Residential Flats on Ownership basis and receive the consideration and in lieu thereof Promoter have agreed to compensate the Society in terms recorded in said Development Agreement. Society has also Given necessary Power of Attorney to authorize the Promoter to sign the necessary Deeds/Documents and effectuate the sale transaction etc. in favour of intended purchasers/parties as they deem fit and proper.

- (K) The Promoters are thus entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above and the Promoter is in possession of the Project land
- (L) The Promoter has proposed to construct on the project land having One Building consisting of Stilt plus upper floors subject to approvals.
- (M) The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called_ (herein after referred to as the said "Building") being constructed in the Single phase of the said project, by the Promoter
- (N) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (O) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing

No. _____; authenticated copy is attached and marked as per Annexure 'F';

- (P) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (Q) By virtue of aforesaid the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (R) On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects viz. Mr Hemant Kankaraiya_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (S) The authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card and other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.
- (T) The authenticated copies of the plans as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'C1'. The authenticated copies of the plans as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'C2',
- (U) The Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and

- approved by the local authority have been annexed and marked as Annexure 'D'.
- (V) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- (W) 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (X) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (Y) The Allottee has applied to the Promoter for allotment of an Apartment No. _____ on ____ floor in building known as __ constructed in the Single Phase of the said Project,
- The carpet area of the said Apartment is ______square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts and exclusive balcony included appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee and also includes the area covered by the internal partition walls of the apartment.
- (AA) The Parties relying on the confirmations, representations and assurances of each other agrees to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(BB)	pPrior to the execution of these presents the Allottee has paid to the					
	Promoter a sum of part payment Amount of					
	Rs(Rupees					
	only), being part payment of the sale consideration against the					
	Full and final Consideration of Rs(Including 1%					
	TDS Deduction) of the Apartment agreed to be sold by the Promoter					
	to the Allottee as advance payment or Application Fee (the payment					
	and receipt whereof the Promoter both hereby admit and					
	acknowledge) and the Allottee has agreed to pay to the Promoter the					
	balance of the sale consideration in the manner hereinafter					
	appearing.					
(CC)	The Promoter has registered the Project under the provisions of the					
	Real Estate (Regulation & Redevelopment) Act, 2016 with the Real					
	Estate Regulatory Authority, <u>Mumbai under registration</u> no					
	·					
(DD)	u Under section 13 of the said Act the Promoter is required to					
	execute a written Agreement for sale of said Apartment with the					
	Allottee, being in fact these presents and also to register said					
	Agreement under the Registration Act, 1908.					
(EE)	In accordance with the terms and conditions set out in this					
	Agreement and as mutually agreed upon by and between the Parties,					
	the Promoter hereby agrees to sell and the Allottee hereby agrees to					
	purchase the (Apartment) and the covered parking (if applicable)					
N	OW THEREFORE, THIS AGREEMENT WITNESSETH AND					
ľ	T IS HEREBY AGREED BY AND BETWEEN THE PARTIES					
H	IERETO AS FOLLOWS: -					

1. The Promoter shall construct the said building/s consisting of Stilt and

from time to time.

___ upper floors on the project land in accordance with the plans,

designs and specifications as approved by the concerned local authority

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and

	the Promoter hereby agrees to sell to the Allottee Apartment No.
	ofBHK type ofsq Ft carpet area
	admeasuring sq.metres on floor in the building
	known as _' (hereinafter referred to as "the Apartment") as shown in
	the Floor plan thereof hereto annexed and marked Annexures 'C1' &
	'C2' for the consideration of Rs/-
	(Rupees only)(including
	applicable TDS to be deducted) (Also including being the
	proportionate price of the common areas and facilities appurtenant to
	the premises, the nature, extent and description of the common areas
	and facilities which are more particularly described in the Second
	Schedule annexed herewith. (the price of the Apartment is including
	the proportionate price of the common areas and facilities).
	(ii) *The Allottee hereby agrees to purchase from the promoter and the
	promoter hereby agrees to sell to the allottee, mechanical puzzle car
	parking from ground level and parking unit bearing No
	admeasuring square feet having feet length x
	feet breadth x feet vertical clearance for the
	consideration of Rs/
1(b)	The total aggregate consideration amount for the apartment including
()	garages/covered parking spaces is thus Rs/-
	(including1% TDS deducted)
1(c)	The Allottee has paid on or before execution of this agreement a sum
1(0)	of Rs (Rupees only) (not
	exceeding 10% of the total consideration) as advance payment or
	cheecening 1070 of the total consideration, as advance payment of

amount	of	Rs				F	Rupees
		· · · · · · · · · · · · · · · · · · ·	and	shall	be	deposited	d in
			RERA	Designate	ed (Collection	Bank
Account,							Bank,
			Branch	havin	ng	IFSC	Code
				situ	ated		at
			. In addit	ion to the	abov	ve bank ac	count,
I/we have o	pened in	the same	bank, Rl	ERA Desi	gnate	d Separate	Bank
Account an	nd RERA	Design	ated Tran	nsaction B	Bank	Account 1	having
Account	No.	_					and
			respective	ely in the f	ollow	ving manne	er
Amount	of Rs		/- (not	exceedin	g 30	% of the	total
					_	e executio	
Agreemer		•					
Amount of	of Rs		/- (no	t exceedir	ng 45	5% of the	total
					_	npletion of	
Plinth of	the build	ding or	wing in	which the	said	l Apartme	nt is
located.							
Amount of	of Rs		/- (no	ot exceedi	ng 70	0% of the	total
considera	tion) to be	e paid to	the Promo	oter on cor	mplet	ion of the	slabs
including	podiums	and stilt	s of the b	ouilding or	r win	g in which	h the
said Apar	tment is lo	ocated.					
Amount of	of Rs		/- (no	t exceedir	ng 75	5% of the	total
considera	tion) to b	pe paid t	to the Pro	omoter on	n con	npletion of	f the
walls, int	ernal pla	ster, floo	orings doc	ors and w	/indo	ws of the	said
Apartmen	t.						
Amount of	of Rs		/- (no	ot exceedi	ng 80	0% of the	total
considera	tion) to b	pe paid t	to the Pro	omoter on	n con	npletion of	f the
Sanitary f	ittings, st	aircases,	lift wells,	lobbies uj	pto th	ne floor lev	el of
the said A	partment.						
Amount	of Do		/ (n	not exceed	ina Q	50/ of the	1

consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

- viii. Balance Amount of Rs.______/- against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax,GST, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- Total is escalation-free, 1(e) The Price save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @______% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only (sanctioned built up area) and Promoter has planned to utilize Floor Space Index of _____ square meters only (permissible built up area) by availing of TDR or FSI/V P Quota available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed

the Floor Space Index of _____ square meters only (sanctioned built up area) _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address

provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

- 5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable

extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months or period as may have been mentioned in notice of Promoter herein and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days (or period as may have been mentioned in Notice /intimation of Promoter) of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement,

- and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall also use the garage or parking space only for purpose of keeping or parking vehicle.
- 9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership forms and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company for becoming a member of the society, including the bye laws of the proposed Society and duly fill in, sign such forms and return to the Promoter within seven days of the same being forwarded by the

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

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter 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/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the

of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter/Society provisional monthly contribution Rs._____/- per month (Approx) towards the outgoings for twelve month in advance as and when demanded by Promoter simultaneously while taking possession . The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. 10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-(i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs _____.for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs._____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (iv) Rs._____/- For Deposit towards Water, Electric, and other utility and services connection charges & (v) Rs._____ /- for deposits of electrical receiving and Sub Station provided in Layout

Society or Limited Company is formed and the said structure

- 11. The Allottee shall pay to the Promoter a sum of Rs.____/ for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease
- 12. At the time of registration of Deed of Assignment of Lease of project land with conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of Deed of Assignment of Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such Deed of Assignment of Lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federatio

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas:
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee

in the manner contemplated in this Agreement;

- ix. At the time of execution of the Assignment deed of the Project land alongwith ownership rights of structure to the association of allottees The Promoter shall handover lawful, vacant, peaceful, physical possession of the c o m m o n a r e a s o f t h e S t r u c t u r e to the Society;
 - x. The Promoter has duly paid and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
 - i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of

hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers,

drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid

up.

- The Allottee shall observe and perform all the rules and Χ. regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee if any as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15 A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment."
 - 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter /Society as the case may be.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the <u>Apartment</u> and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force,

such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

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

this Agreement.

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Promoters Office after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at

the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

- 26. The Allottee and/or Promoter shall present this Agreement well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 27. The parties further agreed that there are deficiencies in open spaces surrounding the building, the details of which are explained to the allottee/s by the promoter and allotee/s confirms the same and accordingly allottee/s hereby agrees and confirms as follows:
 - a. The said New Building is deficient in open space and /MHADA will not be liable for the same in future.
 - b. Allottee/s have no objection for the neighbourhood development with deficient open space in future;
 - c. Allottee/s shall not hold Promoter/ MHADA liable for failure of mechanical car parking system and lift in future;
 - d. Allottee/s shall not hold Developer/ MHADA liable for proposed inadequate/sub-sizes of rooms in future and complaints of whatsoever any to MHADA in this regard in future;
 - e. That there is inadequate manoeuvring space for car parking and Member will not complaint to / MHADA in this regard in future; and
 - f. Allottee/s shall not misuse the area of mid landing allowed in stilt.

- g. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by residents/ occupants of the building in the jurisdiction of MHADA.
- 28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottees
(Allottee's Address)
Mr.
Mr,
Notified Email
ID:
Promoters name
Notified Email ID:

Being Parters of 'BHOOMI ASSOCIATES'

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

29. JOINT ALLOTTEES

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

- 30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Apartment Purchaser.
- 31. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MahaRera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LEASEHOLD LAND AND ALL OTHER DETAILS

All that piece or parcel of developed land or ground, being Plot No. RDP-8/213, Sector – 4, MHADA, Kandivali (West), Mumbai – 400 067 bearing CTS No. 39(pt), 40(Pt) & 41(pt), Survey No.149 of area admeasuring 800 sq.mtrs. of Village Kandivali, Taluka Borivali within the registration district & sub-district of Mumbai Suburban.

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

	ES OF COMMON	ROPOSED DATE OF	POSED DATE OF	SIZE AREA OF THE
VО	AREA	OCCUPANCY	HANDOVER	COMMON AREAS
	PROVIDED	CERTIFICATE	FOR USE	PROVIDED
	nce lobby with lift lobby	30/06/2027	30/06/2027	60 Sq. Mtr

B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:

			7	POSED DATE			
	YPES OF		OPOSED	OF HANDING	/ AREA OF	/ AREA OF	
	FACILITIES	E NAME /	DATE OF	OVER TO	THE	THE	TILIZED
NO	FACILITIES	NUMBE R	OCCUPA	THE	FACILITI	FACILITI	OR
NO	AMENITIES		NCY	SOCIETY /	ES	ES /	FREE
	PROVIDED		CERTIFIC	COMMON	/AMENITI	AMENITI	OF FSI
	PROVIDED		ATE	ORGANIZATI	ES	ES	
				ON			
	s Centre	Building	2027	.2027	. Mtr	. Mtr	of FSI
			'				
	ty Office	Building	2027	.2024	. mtr	. Mtr	of FSI

C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:

Ю	YPES OF	SE NAME	ROPOSED	POSED DATE	/ AREA OF	/ AREA OF	TILIZED
---	---------	---------	---------	------------	-----------	-----------	---------

FACILITIES	/	DATE OF	OF HANDING	THE	THE	OR
/	NUMBE	OCCUPAN	OVER TO	FACILITI	FACILITI	FREE
AMENITIES	R	CY	THE	ES	ES /	OF FSI
PROVIDED		CERTIFIC	SOCIETY /	/AMENITI	AMENITI	
		ATE	COMMON	ES	ES	
			ORGANIZATI			
			ON			
NA	NA	NA	NA	NA	NA	NA

D.)THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE

	PE OF OPEN		IZE OPEN	POSED DATE OF	ROPOSED DATE OF
NO	SPACES (RG /	SE NAME /	SPACES TO	AVAILABILITY	HANDING OVER TO
NO	PG) TO BE	NUMBER	BE	FOR USE	THE COMMON
	PROVIDED		PROVIDED	FOR USE	ORGANIZATION
	NA	NA	NA	NA	NA

PLOT AND/ OR WITHIN THE LAYOUT.

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

NO	YPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TAL NO OF LIFTS PROVIDED	IBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
	Passenger lift	3	6	1.5

- At 'A': to provide the details of the common areas provided for the project.
- At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.
- At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.
- At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/ PG etc.) provided / to be provided within the plot and/or within the layout.
- At 'E': to provide the details and specifications of the lifts.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers) (1)_	Please affix photograph and sign across the photograph
(2)_ Aton	Please affix photograph and sign across the photograph
in the presence of WITNESSES: 1. NameS	Signature
2. Name	Signature
SIGNED AND DELIVERED BY THE WITHI	N NAMED
Promoter:	
BHOOMI ASSOCIATES	Please affix photograph and sign
a Partnership Firm, through its	and sign
	across the

(1)
(2)
(Authorized Signatory) WITNESSES:
Name
Signature
Name
Signature

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT AND THE PARKING ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Flat bearing no on floor of area admeasuring sq.fts. situated
in building known as "" alongwith Car Parking constructed
on all that piece or parcel of developed land or ground, being Plot No.
RDP-8/213, Sector – 4, MHADA, Kandivali (West), Mumbai – 400 067
bearing CTS No. 39(pt), 40(Pt) & 41(pt), Survey No.149 of area
admeasuring 800 sq.mtrs. of Village Kandivali, Taluka Borivali within the
registration district & sub-district of Mumbai Suburban and bounded as
follows:

Towards North :
Towards South :
Towards Eat :
Towards West :

SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT

Annexure- A Advocate Title Report

ANNEXURE -B

(Authenticated copies of Property Card showing nature of the title of the Promoter to the project land).

ANNEXURE -C-1

(Authenticated copies of the plans of the-Building as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Building as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

RECEIPT

RECEIVED OF AND FROM the within named ALLOTEE/S a sum of
Rs/- (Rupees Only) (including 1% TDS to be deducted out of
the entire consideration) in respect of Purchase of Flat No alongwith
Parking as mentioned hereinabove in Agreement for sale to be paid by them to us
& The particulars of payments are as under:

Sr. No.	Date	CHQ/RTGS No.	Drawn on	Amount
1.				
2.				
3.				
4.			DEDCUTED TOWARDS TDS	Rs.
5.			TOWARDS IDS	Rs/-

WE SAY	RECEIVED	
(Rs	/-)	
REVE	NUE STAMP	

BHOOMI ASSOCIATES

PROMOTER/S

WITNESSES:

1.

2.