

## A G R E E M E N T

ARTICLES OF AGREEMENT is made and entered into at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian year **Two Thousand** \_\_\_\_\_ BETWEEN **M/s. ACE REALTY**, a **Proprietary concern**, through its **Proprietor Mr. Darpan Narendra Thakur**, having office at Narsinh Smruti, Gaothan, Virar (West), Taluka Vasai, District Palghar, hereinafter referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the FIRST PART:-

A      N      D

\_\_\_\_\_,  
 \_\_\_\_\_,  
 residing at \_\_\_\_\_  
 \_\_\_\_\_

hereinafter called "THE ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns) of the SECOND PART :-

**W H E R E A S :-**

a) i) Mr. Govind Dharmaji Vartak was the owner of land bearing Survey No. 215, Hissa No. 1/2, admeasuring H.R. 0-14-9, assessed at Rs.1.30 Paise, lying, being and situate at Village VIRAR, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. II (Virar).

ii) Mr. Govind Dharmaji Vartak died intestate on 14/07/1953 leaving behind him 1) Mr. Hari Govind Vartak, 2) Mr. Narsinh Govind Vartak, 3) Mr. Mahadeo Govind Vartak, 4) Mr. Parshuram Govind Vartak, 5) Mr. Raghunandan Govind Vartak, 6) Mr. Harihar Govind Vartak, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

iii) Mr. Narsinh Govind Vartak died intestate on 27/01/1978 leaving behind him 1) Tarabai Narsinh Vartak, 2) Vikas Narsinh Vartak, 3) Kalpakta Pramod Churi, 4)

Neelima Vijay Gharat being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

iv) 1) Mrs. Kalpalata Pramod Churi, 2) Neelima Vijay Gharat being the daughters have given a Vardi Application and had released their share in the ancestral land and accordingly Mutation Entry No. 4430, dated 10/02/1980, their names have been deleted from the 7/12 extract and such other revenue records.

v) Mr. Hari Govind Vartak died intestate on 07/10/1998 leaving behind him Smt. Indira Hari Vartak being the legal heir according to the Hindu Succession Act by which he was governed at the time of his death.

vi) Smt. Indira Hari Vartak died intestate on 13/01/1999, leaving behind her 1) Mr. Mahadeo Govind Vartak, 2) Mr. Parshuram Govind Vartak, 3) Mr. Raghunandan Govind Vartak, 4) Mr. Harihar Govind Vartak, 5) Smt. Tarabai Narsinha Vartak, 6) Mr. Vikas Narsinha Vartak being the legal heirs according to the Hindu Succession Act by which she was governed at the time of her death.

vii) Smt. Tarabai Narsinh Vartak during her life time executed a Will Deed dated 09/12/2005 and bequeathed her share in the said land to Mr. Vikas Narsinh Vartak. Smt. Tarabai Narsinh Vartak died intestate on 29/05/2008 and as per the said will Mr. Vikas Narsinh Vartak became the owner of her share in the said land.

viii) Mr. Parshuram Govind Vartak died intestate on 03/10/2008, leaving behind him 1) Smt. Prabha Parshuram Vartak, 2) Mr. Abhijit Parshuram Vartak, 3) Miss. Arundhati Parshuram Vartak, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

ix) Mr. Mahadeo Govind Vartak died intestate on 22/09/2012, leaving behind him 1) Smt. Vijaya Mahadeo Vartak, 2) Mr. Rajiv Mahadeo Vartak, 3) Mr. Vivek Mahadeo Vartak, 4) Mr. Udayan Mahadeo Vartak, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

x) Mr. Raghunandan Govind Vartak died intestate on 27/05/2013, leaving behind him 1) Smt. Padmaja Raghunandan Vartak, 2) Mr. Aditya Raghunandan Vartak, 3) Miss. Aparna Raghunandan Vartak, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

xi) By Conveyance Deed dated 16/09/2013 and registered in the office of Sub-Registrar Vasai No. II (Virar) under Serial No. 7858/2013, dated 16/09/2013, 1) Mr. Harihar Govind Vartak, 2) Mr. Vikas Narsinh Vartak (H.U.F.), 3) Smt. Prabha Parshuram Vartak, 4) Mr. Abhijit Parshuram Vartak, 5) Miss. Arundhati Parshuram Vartak, 6) Smt. Padmaja Raghunandan Vartak, 7) Mr. Aditya Raghunandan Vartak, 8) Miss. Aparna Raghunandan Vartak, sold and conveyed the their undivided share in land

bearing Survey No. 215, Hissa No. 1/2, to Mr. Darpan Narendra Thakur.

xii) By Conveyance Deed dated 19/11/2014 and registered in the office of Sub-Registrar Vasai No. II (Virar) under Serial No. 6677/2014, dated 19/11/2014, 1) Smt. Vijaya Mahadeo Vartak, 2) Mr. Rajiv Mahadeo Vartak, 3) Mr. Vivek Mahadeo Vartak, 4) Mr. Udayan Mahadeo Vartak sold and conveyed the their undivided share in land bearing Survey No. 215, Hissa No. 1/2, to Mr. Darpan Narendra Thakur.

b) i) Smt. Mangali Kolya was the owner of the land bearing Survey No. 215, Hissa No. 2, admeasuring H.R. 0-05-6, assessed at Rs.0.56 Paise, lying being and situate at Village VIRAR, Taluka Vasai, District Palghar, within the area of Sub-Registrar Vasai No. II (Virar).

ii) Smt. Mangali Kolya died intestate leaving behind her 1) Mr. Poshu Nathu Kadam, 2) Mr. Laxman Nathu Kadam, being the legal heirs according to Hindu Succession Act by which she was governed at the time of her death.

iii) Mr. Poshu Nathu Kadam died intestate leaving behind him 1) Mr. Naresh Poshu Kadam, 2) Bebi Raju Patil, 3) Manjula Mhatre, 4) Jaywanti Manohar Bhoir, being the legal heirs according to Hindu Succession Act by which he was governed at the time of his death.

iv) Mr. Laxman Nathu Kadam died intestate leaving behind him 1) Smt. Manibai Laxman Kadam, 2) Mr. Dattatratray Laxman Kadam, 3) Mr. Kamlakar Laxman Kadam, 4) Vasanti Ramakant Kini, 5) Sunanda Suresh Patil, 6) Bhaskar Laxman Kadam, being the legal heirs according to Hindu Succession Act by which he was governed at the time of his death. The said reference is given on the basis of Mutation Entry No. 10905. The said Mutation Entry was certified by Circle Officer, Virar.

v) Mr. Bhaskar Laxman Kadam, died intestate leaving behind him 1) Smt. Bharati Bhaskar Kadam, 2) Mr. Mahendra Bhaskar Kadam, 3) Mr. Pramod Bhaskar Kadam, 4) Pallavi Pandurang Patil, 5) Sunanda Bhaskar Kadam, 6) Mr. Rajesh Bhaskar Kadam, being the legal heirs according to Hindu Succession Act by which he was governed at the time of his death. The said reference is given on the basis of Mutation Entry No. 10905. The said Mutation Entry was certified by Circle Officer, Virar.

vi) By Conveyance Deed dated 31/12/2009 and registered in the office of Sub-Registrar Vasai No. II (Virar), under Serial No. 02649/2010, dated 17/02/2010, 1) Mr. Naresh Posha Kadam, 2) Bebi Raju Patil, 3) Manjula Mhatre, 4) Jaywanti Manohar Bhoir, 5) Smt. Manibai Laxman Kadam, 6) Mr. Dattatratray Laxman Kadam, 7) Mr. Kamlakar Laxman Kadam, 8) Vasanti Ramakant Kini, 9) Sunanda Suresh Patil, 10) Smt. Bharati Bhaskar Kadam, 11) Mr. Mahendra Bhaskar Kadam, 12) Mr. Pramod Bhaskar Kadam, 13) Pallavi Pandurang Patil, 14) Sunanda Bhaskar

Kadam, 15) Mr. Rajesh Bhaskar Kadam, sold and conveyed the said land bearing Survey No. 214, Hissa No. 6 and Survey No. 215, Hissa No. 2, to Mr. Darpan Narendra Thakur.

c) श्री. दर्पण नरेंद्र ठाकूर यांनी मा. तहसिलदार वसई यांजकडे मौजे विरार, तालुका वसई, येथील सर्व्हे नं. २१५/१/२ व सर्व्हे नं. २१५/२ या जमिनीस अकृषिक व रूपांतरण कर भरुण घेणे बाबत केलेल्या विनंती अर्जानुसार मा. तहसिलदार वसई यांचे कडील पत्र क्र. महसूल/क-१/टे-१/जमीनबाब १/कावी-१०६०/एस.आर. १०२/२०१७, दिनांक ३१/०७/२०१७ अन्वये महाराष्ट्र शासन राजपत्र, भाग ४, क्रमांक ३ दिनांक ०५/०१/२०१६ मधील अध्यादेश क्रमांक २/२०१७ मध्ये नमूद तरतुदीनुसार म.ज.म अधिनियम १९६६ चे कलम ४२ मधील सुधारणेच्या अनुषंगाने वसई विरार शहर महानगरपालिका यांचे नाहरकत व मंजूर आराखडा (VVC MC/TP/NA NOC/SPA-VP-5808/6974/ 2016-17) दिनांक २८/१२/२०१६ अन्वये विषयांकित जमिन ही रहिवास झोन मध्ये समाविष्ट होत असल्याने त्याप्रमाणे अकृषिक आकारणी व रूपांतरण कर दिनांक ३१/०७/२०१७ रोजी भरुन घेतल्याने वरील अध्यादेशातील तरतुदीस अधिन राहून रहिवास व वाणीज्य या प्रयोजनासाठी ७/१२ सदरी अकृषिक जमिनीची नोंद केली असे.

d) As such **Mr. Darpan Narendra Thakur**, Proprietor of **M/s. ACE Realty**, is the owner of or otherwise well and sufficiently entitled to the N.A. land bearing **Survey No. 215, Hissa No. 1/2, admeasuring 1490.00 Square meters, assessed at Rs. 1102.60 Paise, Survey No. 215, Hissa No. 2, admeasuring 560.00 Square meters, Assessed at Rs. 414.40 Paise**, lying being and situate at Village VIRAR, Taluka Vasai, District Palghar, within the

area of Sub-Registrar at Vasai No. II (Virar), (hereinafter called "**The said land**"), more particularly described in the **First** schedule hereunder written.

e) Mr. Darpan Narendra Thakur had submitted a proposal for the development to Vasai Virar City Municipal Corporation ("VVCMC") and the said Authority has issued Development Permission dated 7<sup>th</sup> March, 2019, bearing Reference No. VVCMC/TP/CC/VP-6030/385/2018-19, for the construction of the Residential with Shopline Building having Stilt+Ground+4 Upper Floor in the Said Land.

f) The Vasai Virar City Municipal Corporation granted Revised Development Permission for proposed Residential with Shopline Building vide its letter bearing No. VVCMC/TP/RDP/VP-6030/15/2022-23, dated 19<sup>th</sup> April, 2022, and have sanctioned the FSI admeasuring 4795.32 Square meters (Built up area) consisting of **Ground +9(Pt)Upper Floors**.

g) In pursuance of the Revised Development Permission bearing Ref.No.VVCMC/TP/RDP/VP-6030/161/2022-23, dated 21<sup>st</sup> July, 2022, the earlier sanctioned area is increased. As per the sanctioned plan and permission dated 21<sup>st</sup> July, 2022, the FSI of the said Building is increased. In the sanctioned Plan and permission Dated 21/07/2022, the description of the FSI of the **of Building** mentioned as: the FSI admeasuring **7741.67** square meters (Built up area), consisting of **Ground + Stilt+14(Pt) upper Floors**, of **Wing A&B**, lying being and situated at **Survey No. 215**,



**Hissa Nos. 1/2, 2,** of Village VIRAR, Taluka Vasai, District Palghar. A copy of the further revised sanctioned Plan dated 21/07/2022, is annexed hereto as annexure “**C1**”.

h) **M/s. ACE Realty** (hereinafter called “The Promoter”) are constructing the Residential with Shopline Building having ‘A’ & ‘B’ Wing, consisting of Ground+ Stilt+14(Pt)upper Floors, known as “Rushi Vihar NX”, on the N.A. land bearing Survey No. 215, Hissa No. 1/2, admeasuring 1490.00 Square meters, assessed at Rs. 1102.60 Paise, Survey No. 215, Hissa No. 2, admeasuring 560.00 Square meters, assessed at Rs. 414.40 Paise, more particularly described in the First Schedule hereunder written (collectively also referred to as “The Said Project”) lying being and situated at Village VIRAR, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai Nos. 1 to 6.

i) AND WHEREAS the Promoter have entered into a standard Agreement with Architect **M/s. Sanat Mehta & Associates**, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; whereas the Promoter has appointed **Mr. Yogesh Vaja, Darsh Consult**, as the Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts of professional supervision of the Architect and the structural Engineer till the completion of the Building/Buildings.

j) AND WHEREAS by virtue of the Conveyance Deed the Promoter alone have the sole and exclusive right to sell the Flat in the said Building/s with the Allottee/s of the Flat and to receive the sale price in respect thereof;

k) AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said land, the said Order, the Conveyance Deed and the Plans, designs and specifications prepared by the Promoter's Architects **M/s. Sanat Mehta & Associates**, and of such other documents as are specified under the Maharashtra Ownership flats Regulation of the Promotion of Construction, Sale, Management and Transfer Act, 1963 (hereinafter referred to as "The said Act") and the Rules made thereunder.

l) AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s approved by the concerned local authority.

m) AND WHEREAS the carpet area of the said Flat is \_\_\_\_\_ square meters and "Carpet area" means the net usable Floor area of an Flat, excluding the area covered by

the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s of balcony and verandah area and exclusive open Terrace area appurtenant to the said Flat for exclusive use of the Allottee/s of open Terrace area, but includes the area covered by the internal partition walls of the Flat.

n) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the **Real Estate Regulatory Authority at Mumbai No. P99000052653 dated 15/09/2023.**

o) AND WHEREAS the Promoter have accordingly commenced construction of the said Building/s in accordance with the said plans.

p) Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Flat, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including CC/RDP) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee/s undertake/s that

he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

q) AND WHEREAS the Allottee/s has/have agreed to purchase from the Promoter **Flat No. \_\_\_\_\_admeasuring \_\_\_\_\_ square meters RERA Carpet area, on the\_\_\_\_\_ Floor, in \_\_\_\_\_ Wing, in the Building known as ‘Rushi Vihar NX’**, situated at Village **VIRAR**, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai Nos. 1 to 6.

r) AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, being part payment of the sale price of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter do and each of them doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.

s) AND WHEREAS under **Section 13** of the said Act the Promoter are required to execute a written Agreement for sale of said Flat to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

t) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other

to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

u) 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/s hereby agrees to purchase the Flat.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The Promoter is constructing the Building having '**A & B' Wing** consisting of **Ground+ Stilt+14(Pt)upper Floors**, known as "**Rushi Vihar NX**", on the said land bearing Survey No. Survey No. 215, Hissa Nos. 1/2, 2, in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:

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

1.b) The Promoters hereby declare that as per the existing UDCPR the basic FSI/DR/TDR presently available on the said property is 7741.67 sq. mtrs. In due course the concerned authority may grant additional FSI/DR/TDR or shall permit additional construction by charging certain premiums, fees and charges and/or TDR shall be permitted to be utilized on the said property. The Promoter hereby further declare that the Promoter proposes to develop the balance land from and out of the said larger Property along with certain adjoining land by obtaining separate permissions from all concerned Authorities and Commencement Certificate from Concerned Authority for the said balance portion of the said Larger Property along with the adjoining lands. The Promoter hereby informs the Purchaser that the Promoter shall utilize said basic FSI/DR/TDR, additional FSI/DR/TDR that shall be granted either as a result of increase in the basic FSI/DR/TDR or additional FSI/DR/TDR being permissible after payment of any premium or otherwise and the Promoter shall also utilize the TDR that shall be available on the said property. The Promoter hereby further informs the purchaser that the external Amenities & common Amenities provided by the Promoter in this layout shall be available to the Allottee/s of the premises of the on the balance portion of the land or adjoining land and the Allottee/s herein shall not object or dispute the same in any manner whatsoever.

1.c) Out of the total available FSI of 7745.96 Square meters, as per sanctioned plan, currently 7741.67 Square meters of FSI/DR/TDR shall be consumed in Phase One.

The balance FSI/DR/TDR of as per sanctioned plans sq. meters shall be consumed by the Promoters in second or third phase by construction any addition building or otherwise for which Allottee/s shall neither have any objection nor shall have any claim individually or collectively. As a result of addition of the buildings, there shall be reduction in present proposed parking. The Promoter shall provide the mandatory statutory parking spaces required to be provided as per UDCPR. In addition to the sanctioned areas, the Concerned authorities have also sanctioned Amenity Area admeasuring Square meters which area the Promoter shall develop according to the prevailing norms and usage allowed as per the DCR or applicable rule. The Purchaser/s shall not have any claim/right/interest individually/collectively on said property.

1.d) The Promoter has further informed the Purchaser that at present, as per the existing norms of UDCPR, the Promoter has prepared the building plans for **Ground + Stilt+14(Pt)upper Floors** or more permissible upper floors for Commercial Building and **Ground + Stilt+14(Pt)upper Floors** or more permissible upper floors for Residential Building of the phase One. After obtaining the necessary permissions from Concerned authorities and other authorities, the Promoter shall submit revised plan to Concerned authorities and other authorities by consuming the entire basic FSI/DR/TDR, additional FSI/DR/TDR and TDR that shall be permissible. (Hereinafter referred to as the said additional area). The

resultant additional area that shall be sanctioned shall be consumed by constructing additional buildings or shall be consumed on any of the Wings in the said Layout either by raising additional floors on the top of any of the wings and/or converting stilts into residential flats or in such other manner as the Promoter may deem fit, necessary, proper.

1.e) The Promoters have informed the Purchaser and the Purchaser is aware that the Promoter proposes to develop the adjoining land abutting the said property by proposing to construct additional buildings by obtaining necessary permission from Concerned authorities and register separate projects under RERA for the said adjoining land. The Promoter have informed the Purchaser and the Purchaser is aware that the Purchaser from such adjoining project shall be entitled to use the exterior amenities and facilities provided in this project. The Purchaser herein shall not be entitled to object or restrict the rights of other Purchaser in any manner whatsoever.

1.f) The Allottee/s has understood the proposed changes in the layout and the consequential and incidental changes that are required to be carried out for consuming entire basic FSI, additional FSI, TDR & DR of the said property as well as of the adjoining land and the consequences of revising, relocating and modifying the garden layout, and after understanding the consequences of such changes and their implications to the Purchaser and the flat purchased by him/her/them, the Allottee/s has hereby given his/her



full, free, irrevocable consent and no objections to the Promoter for carrying out the necessary changes in the said layout to enable the Promoter to achieve the following;-

- i. To consume the entire basic FSI/DR/TDR, additional FSI, TDR & DR that shall be available on the said property;
- ii. To avail entire basic FSI/DR/TDR, additional FSI, TDR & DR on the said adjoining land by amalgamating the said adjoining property with the said property or by any other manner howsoever;
- iii. To revise, relocate and modify the garden layout and the club house or common exterior amenities.

The consent hereby given by the Purchaser as per clause 1. d & 1.e hereof shall be construed to be the consent as required as per Section 7(2) of Maharashtra Ownership Flat Act 1972 and or under the provisions of section 14 (1) of Real Estate (Regulation and Development) Act, 2016 or under any other new act, ordinance, statute, that shall be enacted either by the State Government or by the Central Government or as shall be required by any statute under any notification ordinance or order.

1.g) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat No.** \_\_\_\_\_ of the **RERA Carpet area** admeasuring \_\_\_\_\_ Square meters, **on** \_\_\_\_\_ **Floor**

(as shown in the floor plan thereof hereto annexed and marked Annexures '\_\_\_\_'), in **Wing** "\_\_\_\_", of the Building known as '**Rushi Vihar NX**', (hereinafter referred to as "**The Flat**") for the price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, including the proportionate price of the common areas and facilities appurtenant to the premises, which are more particularly described in the **Second** Schedule hereunder written. The Allottee/s hereby agrees to pay to that Promoter amount of purchase price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, in the following manner:-

i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_ mechanized covered stilt parking being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

1.h) The total aggregate consideration amount for the Flat including garages/covered parking spaces is thus Rs. \_\_\_\_\_/-

1.i) The Allottee/s has paid on or before execution of this Agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in the following manner:-

| SR. No. | SLAB                 | PARTICULARS                                                                                                                                                                                                    |
|---------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | 20% i.e. Rs. _____/- | After the execution of the Agreement                                                                                                                                                                           |
| 2.      | 15% i.e. Rs. _____/- | On Completion of Plinth                                                                                                                                                                                        |
| 3.      | 6% i.e. Rs. _____/-  | On or Before 3 <sup>rd</sup> Slab                                                                                                                                                                              |
| 4.      | 6% i.e. Rs. _____/-  | On or Before 6 <sup>th</sup> Slab                                                                                                                                                                              |
| 5.      | 6% i.e. Rs. _____/-  | On or Before 9 <sup>th</sup> Slab                                                                                                                                                                              |
| 6.      | 6% i.e. Rs. _____/-  | On or Before 12 <sup>th</sup> Slab                                                                                                                                                                             |
| 7.      | 6% i.e. Rs. _____/-  | On or Before 15 <sup>th</sup> Slab                                                                                                                                                                             |
| 8.      | 5% i.e. Rs. _____/-  | On Completion of Walls, Internal Plaster, Floorings, Door & Windows of the said Apartment.                                                                                                                     |
| 9.      | 5% i.e. Rs. _____/-  | On Completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.                                                                                           |
| 10.     | 5% i.e. Rs. _____/-  | 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.                                            |
| 11.     | 5% i.e. Rs. _____/-  | On Completion of the lifts, Water Pump, Electrical Fittings, Electro, Mechanical And Environments Requirements, Entrance Lobby/s, Plinth Protection, Paving of areas Appertain and all another requirements as |

|     |                     |                                                                                                                                                      |
|-----|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                     | may be prescribed in the Agreement of Sale of the Building or Wing in which the said Apartment is located.                                           |
| 12. | 5% i.e. Rs. _____/- | At the time of Handling over the Possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate. |
| 13. | 100%                | (Rs. _____ Only)                                                                                                                                     |

Each of such installments shall be paid by the Allottee/s within a period of 7 days from the date of intimation by the Promoter. Time for payment of each installment is the **essence of the contract**.

1.j) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Flat and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies (including any increase thereof) on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s

alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

1.k) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s 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/s, which shall only be applicable on subsequent payments.

1.l) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1.m) The Promoter shall confirm the Final Carpet area that has been allotted to the Allottee/s 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/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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.n) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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 Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment/s and other dues payable by him/her/them 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 (F.S.I.) available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI 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 \_\_\_\_\_ as proposed to be utilized by them on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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 Flat to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s 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/s 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/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement;

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allotted and mail at the e-mail address provided by the Allottee/s, of their 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/s 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/s (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 installments of sale consideration of the Flat which may till then have been paid by the Allottee/s 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 Flat as are set out in Annexure 'E' annexed hereto.

6. The Promoter shall give possession of the Flat to the Allottee/s on or before **31<sup>st</sup> December 2030**. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Flat 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 Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

- (i) War, Civil Commotion or act of God;
- (ii) Any force majeure events;
- (iii) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from the concerned authority;

6.1 The Period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc.,

**7. Procedure for taking possession :–** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf

shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.1 The Allottee/s shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Flats are ready for use and occupancy;

**7.2 Failure of Allottee/s to take possession of Flat:**

Upon receiving a written intimation from the Promoter as per Clause 7 the Allottee/s shall take possession of the Flat 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 Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.3 If within a period of **Five years** from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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 their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. This warranty is applicable only if after occupying the Flat the

Allottee maintains the Flat in the same condition as it was handed over to him/her/them by the Promoters. In case Allottee/s makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or Society/Association/Company or association this warranty would lapse. Further, in the following cases where the Allottee/s installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift

(iii) Damage any portion of the neighbor's unit or common area or any area within Allottee's Flat by drilling, Core Cutting or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be applicable.

7.4. Before carrying out the interior work in the said Flat, the Allottee/s shall obtain a written consent from the Promoters and shall give full details of the nature of interior work to be carried out in the said Flat along with the plans of the proposed interior works. The Allottee/s shall deposit with the Promoters an interest free refundable security

deposit of such amount as the Promoters may demand. During the course of the Allottee/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the Vasai Virar City Municipal Corporation or Concerned Planning authorities or other Concern authorities, then the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said Flat/building/open spaces in their original form at the entire cost, risk and expense of the Allottee/s and/or deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. If the said security deposit paid to the Promoter is not sufficient to recover the said damage or expenses, then the Promoter have right to recover the balance amount from the Allottee/s. Similarly, if there is no damage or contravention while carrying out the interior work in the said Flat, upon the completion of all the interior works, the Promoters shall refund (without interest) the said security deposit to the said Allottee/s.

8. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of Residence. Allottee/s shall use the garage or parking space only for purpose of keeping or Parking Vehicle.

9. The Promoter have informed the Allottee/s and the Allottee/s is/are aware that the Promoter shall, as per the provisions under Section 11(4)(e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoter shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960, within Three Months from the date on which fifty one per cent, of the total numbers of Allottee/s in such building have registered their Agreement. The Allottee/s shall co-operate with the Promoter in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoter may require the Allottee/s to provide from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Allottee/s of the Premises in the building.

9.1. The Allottee/s along with other Allottee/s of Flats 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 and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed

Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s 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, as the case may be, or any other Competent Authority.

9.2 The Promoter shall, within **Three (3) 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 Promoter in the said structure of the Building or wing in which the said Flat is situated.

9.3 The Promoter shall, within **Three (3) months** from the date of issue of Occupancy Certificate, cause to be transferred to the Society all the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.

9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allotted further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. \_\_\_\_\_/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance Deed/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 Conveyance Deed/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/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

i) **Rs.600/-** for share money, application entrance fee of the Society or Limited Company.



ii) **Rs.3000/-** for formation and registration of the Society or Limited Company.

iii) **Rs. \_\_\_\_\_/-** for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

iv) **Rs. \_\_\_\_\_/-** for Deposit towards Water, Electric, and other utility and services connection charges.

11. The Allottee/s 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 and for preparing its rules, regulations and Bye-laws and the cost of preparing and engrossing the conveyance Deed or Assignment of Lease.

12. At the time of registration of Conveyance Deed or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such Conveyance Deed 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 Conveyance Deed or lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee's 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 land to be executed in favour of the Society or Limited Company.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this 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/s 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 Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 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 Flat may come, hereby covenants with the Promoter as follows:-

- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Having regard to the elevation of the buildings in the said Project, the Allottee/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Allottee/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Allottee/s that with a view to maintain the esthetics and elevation of the said Building, the Allottee/s shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.
- iii. Similarly, The Promoter shall fix a common DTH antenna fix the building & the purchaser shall only use that for their home/office.
- iv. The Allottee/s shall not store any of their materials, belongings, and stocks in the open passage, refuge

area/common area, floor lobby, terrace, fire rescue gallery, mid landings etc.

- v. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex or by The Promoters. It is to be economically used. The Allottee/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters shall not become responsible for it and the Allottee/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee/s hereby give his / her/ their assurance and consent in it.
  
- vi. The Allottee/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked

water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Allottee/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Allottee/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

- vii. The Allottee/s shall not use lifts for transporting the furniture, material and interior work and other construction material to their respective premise. All such transportation shall be done using the staircase only.
- viii. The interior work shall be permitted only between 10 a.m. to 6 p.m. strictly.
- ix. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the Building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- x. To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- xi. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated



and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat 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 Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

- xii. 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 Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- xiii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the Building in which the Flat is situated.
- xiv. 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 Flat is situated.

- xv. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- xvi. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- xvii. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the

occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xviii. Till a Conveyance of the structure of the Building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee/s 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.

xix. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee/s 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/s 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.

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 Flats or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Society/Limited Society as hereinbefore mentioned.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Flat.

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s 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/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

#### 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.

20) THE PROMOTER HAVE INFORMED THE ALLOTTEE/S AND THE ALLOTTEE/S HEREBY CONFIRMS THAT THE PROMOTER ARE ENTITLED TO:-

1) In the First Phase of the construction the Promoter shall construct the said **Building having 'A' & 'B' Wing**, consisting of **Ground+ Stilt+14(Pt)Upper Floors**,

known as “**Rushi Vihar NX**”, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time in future.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s only in respect of major variations or location of the said Flat/Shop/Office of the Allottee/s except any alteration or addition required by any Government Authorities or due to change in law.

1.a. The Promoter have informed the Allottee/s and the Allottee/s is/are aware that the Promoter proposes to develop the adjoining land abutting the said property by proposing to construct additional buildings by obtaining necessary permission from Concerned Authorities and register separate projects under RERA for the said adjoining land. The Promoter have informed the Allottee/s and the Allottee/s and the Allottee/s is/are aware that the Allottee/s from such adjoining project shall be entitled to use the exterior amenities and facilities provided in this project. The Allottee/s herein shall not be entitled to object or restrict the rights of other Allottee/s in any manner whatsoever.

## **21) ADDITION AND ALTERATION :-**

That on account of any amendment in the Development Control Regulations or otherwise change in policies of the Government of Maharashtra and/or the Municipal Corporation of Vasai Virar, if any additional or

further FSI in respect of the said Building or of the larger layout would become available for consumption to the Promoters, the Promoters shall be entitled to claim the said FSI and to appropriate the same for the completion of the building/s in the larger layout. Neither the Allottee/s nor their organization would be entitled to raise any dispute or claim either with the Promoters or the Municipal Corporation of Vasai-Virar or the Government of Maharashtra on account of sanction of the said FSI, the permission to load the said FSI on the Building, or otherwise. It is expressly agreed and covenanted by the Allottee/s that in case of conveyance is made in favor of the organization of the Allottee/s of the Building, a covenant would be obtained by the Promoters securing the aforesaid right of the Promoters.

## 22. RIGHTS OF THE PROMOTER TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ADDITIONAL FSI/TDR OR ANY INCREMENTAL FSI:

The Allottee/s hereby agree, declare and confirm that the Promoter shall have irrevocable rights for the purpose as set out herein below and the Promoter shall be entitled to exercise the same as if Allottee/s has/have given prior written consent to the Promoter as required under the said Act. However, with the view to remove any doubt, the Allottee/s hereby confers upon the Promoter such right/authority to the Promoter for the purpose as set out herein below :-

i) Save as mentioned in Clause 3 hereof, the Promoter hereby declare that no part of the said floor Space Index for the said Property has been utilized/shall be utilized by the Promoter elsewhere in any other Property for any purpose whatsoever. The Promoter shall be entitled FSI/DR/TDR Additional FSI/DR/TDR as may be available in respect of the said Property or any part thereof at present or in future by constructing additional floors/ Wings on the said Property in accordance with the Act and Rules, as the Promoter shall think fit and proper and as more particularly mentioned in clause 3 hereof.

ii) In case, the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said floor Space Index by them. In case, while developing the said Property, the Promoter have utilized any floor Space Index or otherwise howsoever, then the Particulars of such Floor Space Index shall be disclosed by the Promoter to the Sanctioning Authorities.

iii) The Promoter have informed the Allottee/s and the Allottee/s is/are aware that the Promoter will develop the said Property by constructing Building/s to be used for permissible users/purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoter may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The schedule of the said development will also be determined by the Promoter at



their own discretion.

iv) Without modifying the plan of the said Premises, the Promoter shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

v) The Allottee/s or the Society /Association/Company of the Allottee/s of all premises holders shall not raise any objections on any ground as to Promoter rights reserved hereunder and as shall be available to the Promoter under the Act and the Rule.

vi) The Promoter hereby reserve full right and absolute authorities to utilize the entire FSI/DR/TDR Additional FSI/DR/TDR or any incremental FSI/DR/TDR building potential which the Promoter have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoter shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such FSI/DR/TDR additional FSI/DR/TDR or any incremental FSI/DR/TDR building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance for any particular Building is executed by the Promoter. For the

aforesaid purpose, the Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoter who will alone be entitled to dispose them off in such a manner and on such terms as the Promoter may deem fit or proper and the Allottee/s hereby consent to the same. The Promoter shall, after consuming such balance and/or additional FSI/DR/TDR or any incremental FSI/DR/TDR building potential by constructing such permissible tenements on the said Property, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

vii) Irrespective of possession of the said premises being given to the Allottee/s are not the rights under this clause and/or under this Agreement reserved for the Promoter to exploit the potentially of the said Property, shall be valid, subsisting and binding on the Allottee/s and shall continue to vest in the Promoter, even after the execution of the Deed of Conveyance in favour of the Society that shall be formed. All the aforesaid rights of the Promoter to exploit the said potentiality shall remain unchanged, unhindered and the Promoter shall execute the Deed of Conveyance reserving with themselves all such rights, title, interest in the said Property in their favour as may be outstanding at the time of execution of such Deed of Conveyance in favour of the Society that shall be formed. The Allottee/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoter to carry out the construction and development and to utilize and exploit

full potentiality of the said Property. The Allottee/s further agree/s not to challenge, dispute or hamper such development that the Promoter may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

viii) The Allottee/s herein doth, in accordance with the Act and the Rules, hereby agree and give his/her/their irrevocable consent that the Promoter shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said Property or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building/Property including the terrace at any time either before or after transfer of the Property & such rights shall include the right to use/consume FSI/DR/TDR or Additional FSI/DR/TDR or global FSI/DR/TDR which may become available in respect of the said Property or any other lands at any time hereafter in future by reserving such rights in Deed of Conveyance or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the Concerned authorities/Local Authorities and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Promoter who shall be fully entitled to sell, deal with and dispose of the same to any person/s.

ix) The Allottee/s hereby agree/s and undertake/s to execute/deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act 2016, without raising any objection or requisition.

x) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the Concerned authorities/Local Authorities or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from Concerned authorities/Local Authorities the same shall be carried out and complied with by the Allottee/s at his/her /their own costs and expenses and the Promoter shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

### 23. RIGHT TO AMEND

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

### 24. 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 Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

## 25. SEVERABILITY

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 of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s 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 Flat to the total carpet area of all the Flats in the Project.

## 27. FOREIGN PURCHASER/S:

(a) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory

amendment/s modification/s made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(b) The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

## 28. 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.

## 29. 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/s, in **Virar**, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Vasai Nos. 1 to 6. Hence this Agreement shall be deemed to have been executed at Virar.

30. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and Promoter will attend such office and admit execution thereof.

31. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be

deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s \_\_\_\_\_

Allottee's Address: \_\_\_\_\_

Notified Email ID: \_\_\_\_\_

Promoter name:- **M/s. ACE Realty**

Promoter Address:- **Narsinh Smruti, Gaothan, Virar (West), Taluka Vasai, District- Palghar, 401 303.**

Notified Email ID: \_\_\_\_\_

It shall be the duty of the Allottee/s 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/s, as the case may be.

### 32. JOINT ALLOTTEES

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



33. **Stamp Duty and Registration** :- The Charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

34. **Dispute Resolution**;- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the \_\_\_\_\_ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

35. **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 Vasai Court will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of **Survey No. 215, Hissa No. 1/2, admeasuring 1490.00 Square meters, assessed at Rs. 1102.60 Paise, Survey No. 215, Hissa No. 2, admeasuring 560.00 Square meters, assessed at Rs. 414.40 Paise,** lying being and situate at Village VIRAR, Taluka Vasai, District Palghar, within the area of Sub-Registrar Vasai Nos. 1 to 6.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor,** admeasuring \_\_\_\_\_ Square meters (Carpet area), in **Wing “\_\_\_\_\_”** in the Building known as **“Rushi Vihar NX”,** constructed on N.A. land bearing Survey No. 215, Hissa No. 1/2, admeasuring 1490.00 Square meters, assessed at Rs. 1102.60 Paise, Survey No. 215, Hissa No. 2, admeasuring 560.00 Square meters, assessed at Rs. 414.40 Paise, lying being and situate at Village VIRAR, Taluka Vasai, District Palghar, within the area of Sub-Registrar Vasai Nos. 1 to 6.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL TO THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the )  
 )  
withinnamed “THE PROMOTER” )  
 )  
M/s. ACE REALTY, a proprietary )  
 )  
concern, through its Proprietor )  
 )  
Mr. Darpan Narendra Thakur )  
 )  
in the presence of ..... )

- 1.
- 2.

SIGNED AND DELIVERED by the )  
 )  
withinnamed "THE ALLOTTEE/S" )  
 )  
MR./MRS. \_\_\_\_\_ )  
 )  
\_\_\_\_\_, )  
 )  
in the presence of ..... )

- 1.
- 2.

## RECEIPT

RECEIVED the day and the year first )  
 )  
 hereinabove written of and from the )  
 )  
 withinnamed ALLOTTEE/S, the sum )  
 )  
 of Rupees \_\_\_\_\_) **Rs.**\_\_\_\_\_/ -  
 )  
 \_\_\_\_\_only)  
 )  
 as and by way of earnest money, )  
 )  
 paid by him/her/them to me. )

| Sr. No. | Cheque /<br>NEFT/<br>RTGS<br>Date | Cheque /<br>NEFT /<br>RTGS No. | Cheque /<br>NEFT /<br>RTGS<br>Amount | Bank<br>Name and<br>Branch<br>Name |
|---------|-----------------------------------|--------------------------------|--------------------------------------|------------------------------------|
|         |                                   |                                |                                      |                                    |
|         |                                   |                                |                                      |                                    |
|         |                                   |                                |                                      |                                    |

WITNESSES :-

I SAY I HAVE RECEIVED.

1.

2.

PROMOTER.