

AGREEMENT FOR SALE OF PREMISES

BETWEEN
M/S. V.R.CONSTRUCTORS PVT. LTD.
(THE PROMOTER)

AND

[•]
(THE ALLOTTEE)

FLAT/SHOP/COMMERCIAL PREMISES NO.____

____ FLOOR

WING M

[•] (add Address)

[•], [•], [•]

AGREEMENT FOR SALE OF PREMISES

THIS AGREEMENT is made at Mumbai this ____ day of _____, _____

BETWEEN

M/S. V.R.CONSTRUCTORS PVT. LTD., a Company registered under the Companies Act, 1956 and having its administrative office at Bhoomi Acres, Opp. Suraj Water Park, Ghodbunder Road, Waghbil Naka, Thane (West), 400 601 (hereinafter referred to as “**the Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **FIRST PART**;

AND

Mr./Mrs/Miss/Master/M/s. _____

_____, Adult/s / Minor,
Indian Inhabitant/s of Mumbai / _____, a partnership firm
registered under the Indian Partnership Act, 1932 / a private limited /
public company registered under the provisions of the Companies Act,
1956 / 2013, having their address for the purpose of these presents at

_____ hereinafter referred to as “**Allottee/s**”
(which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include in case of an
individual his/her/their heirs, executors, administrators and

permitted assigns and incase of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART.**

The Promoter and the Allottee/s are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.

WHEREAS:

- A. The Promoter is seized and otherwise well and sufficiently entitled to undertake the construction and development of all those pieces and parcels with a right to develop the land bearing survey Nos.225/1 to 225/-7, H5, R-13 area approximately admeasuring 51300 sq. mtrs. equivalent to 62073 sq.yds. situate at Village Kavesar, Taluka District Thane alongwith an adjoining plot of land bearing survey Nos. 223/1 and 223/2 together approximately admeasuring 2230 sq. mtrs. equivalent to 2698 sq.yds. situate at Village Kavesar, Taluka and District Thane., (“**the Larger Land**”) more particularly described in the **First Schedule** hereunder written. The Larger Land is subdivided by internal roads and in various plots viz. Plot A, Plot B, Plot C and Plot D as more particularly highlited

and delineated by a red colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**. The details pertaining to the title of the Larger Land, the pertinent approvals and permissions issued in respect of the Larger Land, litigation proceedings in respect of the Larger Land, encroachments (if any) on the Larger Land, permission to be obtained which affects the title to develop the Larger Land and the title with respect to the ownership of the Larger Land, and mortgages/charges on the Larger Land (if any), are elucidated in the Title Certificates dated _____. 2018 issued by Veetil & Co., Advocates, a copy whereof is annexed and marked as **Annexure "B"** hereto ("**Title Certificate**").

B. The details pertaining to the title / rights / entitlement of the Promoter to the Larger Land are as follows:

(i) By and under diverse deeds and documents, the Promoter have acquired the right to develop the entire Larger Property and/or otherwise is in possession and sufficiently entitled to the Larger Land vide the following:-

(a) Development Agreement dated 28.04.2004 executed by Satish Jamnadas Dattani in favour of the Promoters herein and duly registered with the office of the Sub-Registrar of Assurances, Thane No.5 at serial No. 3191/2004 for an area admeasuring 4 Hectares & 23R from and out of the Larger Property.

(b) Power of Attorney dated 28.04.2004 executed by Satish Jamnadas Dattani in favour of representatives of the Promoters and registered with the Office of Sub-registrar, Thane No.5 at Serial No. 355/2004.

(c) Development Agreement dated 17.05.2004 executed

by Shri.Dattu Shingo Manera & Others in favour of the Owners and registered with the Office of the Sub-registrar, Thane No.5 at Serial No.3680 of 2004 on 17.05.2004.

- (d) Power of Attorney dated 17.05.2004 executed by Dattu Shingo Manera & Others in favour of the representatives of the Promoters and registered with the office of the Sub-registrar , Thane No.5 at Serial No.392/2004.
- (e) Development Agreement dated 07.07.2005 executed by Shri.Anant Chandrya Patil & Others in favour of the representatives of the Promoters and registered with the office of Sub-Registrar, Thane No.2 at Serial No. 4411 of 2005.
- (f) Power of Attorney dated 07.07.2005 executed by Anant Chandrya Patil representatives of the Promoters and registered with the office of Sub-Registrar, Thane No.2 at serial No.333/05.
- (g) Orders passed by U.L.C authority under No. ULC/WSHS-20/SR1085 dated 24/02/2000 and serial No.1092 dated 17.05.2000 as also Orders passed by U.L.C authority and the State Government under Section 20 of U.L.C. act under Ref.No.1085 and 1092 dated 14.05.2008 read together permitting the proposed development through the Promoters.
- (h) Orders dated 5th July, 2007 and 5th August, 2007 issued by the Collector-Thane for Non-Agricultural use of the said property.

- (i) The Development Agreement dated 18.10.2007 executed by and between the Promoters and one Shri Naresh Ratan Manera being duly registered with the office of the Sub-Registrar. Thane at Serial No.TNN-2/7553/2007;
 - (j) Power of Attorney dated 18.10.2007 executed by Shri Naresh Ratan Manera in favour of the representatives of the Promoters registered with the Sub-Registrar of Assurances at Thane at Serial No. 1008/2007.
 - (k) Orders passed by the ULC authority under No. ULC/TA/W.S.H/20 dated 09.11.2004 read with the amalgamation order dated 03.01.2013 duly amended.
- (ii) Upon acquiring the right to develop the said larger Land, the Promoter has sought permissions as follows:-
- (l) Commencement Certificate granted by the Thane Municipal Corporation dated 12.08.2008, bearing No.V.P.No.2006/171/TMC/TDD/298 for Buildings A,B,C,D,E, on portion of the said Property identified as Plot A of the approved layout;
 - (m) The commencement Certificate granted by the Thane Municipal Corporation dated 16.07.2010 bearing No.2006/177/TMC/TDD/207 for Building F on portion of the said Property identified as Plot A of the approved layout.
 - (n) Commencement Certificate granted by the Thane Municipal Corporation dated 16.01.2013 for Wings G to K bearing No. VP No. 2006/177 TMC/TDD on

portion of the said Property identified as Plot C of the approved layout

- (o) Occupation Certificate granted by the Thane Municipal Corporation dated June 3, 2011 bearing No. V.P.No.2006/177/TMC/TDD/1066/ for Buildings A,B,C,D on portion of the said Property identified as Plot A of the approved layout.
- (p) Occupation Certificate granted by the Thane Municipal Corporation dated July 25, 2012 bearing No. V.P.No.2006/177/TMC/TDD/102/ for Building E on portion of the said Property identified as Plot A of the approved layout.
- (q) Occupation Certificate granted by the Thane Municipal Corporation dated April 28, 2014 for Building F bearing No. No.2006/177/TMC/TDD/18 on portion of the said Property identified as Plot A of the approved layout.
- (r) Commencement Certificate granted by the Thane Municipal Corporation dated January 16, 2013 for Wings G to L bearing No.2006/177/TMC/TDD/239 on portion of the said Property identified as Plot C of the approved layout.
- (s) Occupation Certificate granted by the Thane Municipal Corporation dated 07.10.2016 for Wings G and K bearing No. No.2006/177/TMC/TDD/199 on portion of the said Property identified as Plot C.
- (t) Commencement Certificate granted by the Thane Municipal Corporation dated 7th October, 2016 for the present Building viz. Wing L of proposed ground plus 28 upper floors. or as may be permitted /

approved on portion of the said Property identified as Plot C.

- (u) Commencement Certificate granted by the Thane Municipal Corporation for the present Building viz. Wing M of proposed ground plus ___ upper floors. on Plot bearing CTS No.223.

- (iii) There are no covenants affecting the Larger Land and/or any part thereof;
- (iv) There are no impediments attached to the Larger Land and/or any part thereof;
- (v) There are no tenants / occupants on the Larger Land and/or any part thereof and the Promoter is in exclusive possession thereof;
- (vi) There are no illegal encroachments on the Larger Land and/or any part thereof;
- (vii) There is no permission that is required to be obtained from any Government or Authority which affects the title to the Larger Land and/or any part thereof;
- (viii) There is no mortgage or lien or charge on the Larger Land and/or any part thereof;

C. The Promoter is entitled to construct building/s on the Larger Land as more particularly envisaged on the proposed layout.

D. The Promoter has undertaken the development on the said Larger land as a Whole Project called as “Bhoomi Acres” in a phase-wise manner with common amenities (**“the Whole Project”**) prior to the commencement of the the Real Estate

(Regulation and Development) Act, 2016 and in accordance with the proposed development and/or sanction of approvals and permissions obtained from time to time.

E. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below:

(i) The Whole Project is being developed in a phase-wise manner and parts of the construction completed and Occupation Certificate received prior to the commencement of the Real Estate (Regulation and Development) Act, 2016.

(ii) Total FSI of _____ square meters.

(iii) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed/Approved Layout**") which is annexed to this Agreement as **Annexure "C"**, which specifies the location of the existing/new/future/further buildings/towers/wings to be constructed on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Larger Land ("**Proposed Potential**"), and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The Proposed Layout annexed as **Annexure "C"** hereto discloses *inter-alia*:

(a) The Real Estate Project is part of the Whole Project and shall share the common areas, facilities and amenities of the Whole Project;

(b) Apart from the Real Estate Project, there are other

existing/future residential buildings/ structures/ towers/ wings along with its common areas, facilities and amenities in the Whole Project (“**Other Residential Component**”). The Other Residential Component shall comprise of:

- a. Wing A comprising of 1st Floor to 10 upper floors on Plot A with Occupation Certificate dated 03.06.2011;
- b. Wing B comprising of 1st Floor to 10 upper floors on Plot A with Occupation Certificate dated 03.06.2011;
- c. Wing C comprising of 1st Floor to 13 upper floors on Plot A with Occupation Certificate dated 03.06.2011;
- d. Wing D comprising of 1st Floor to 13 upper floors on Plot A with Occupation Certificate dated 03.06.2011;
- e. Wing E comprising of 1st Floor to 13 upper floors on Plot A with Occupation Certificate dated 05.07.2012;
- f. Wing F comprising of 1st Floor to 12 upper floors FSI with Occupation Certificate dated 28.04.2014;
- g. Wing G comprising of 1st Floor to 19 upper floors on sub-plot C with Occupation Certificate dated 07.10.2016;
- h. Wing H comprising of 1st Floor to 19 upper floors on sub-plot C with Occupation Certificate dated 07.10.2016;
- i. Wing I comprising of 1st Floor to 20 upper floors

on sub-plot C with Occupation Certificate dated 07.10.2016;

j. Wing J comprising of 1st Floor to 17 upper floors on sub-plot C with Occupation Certificate dated 07.10.2016;

k. Wing K comprising of 1st Floor to 17 upper floors on sub-plot C with Occupation Certificate dated 07.10.2016;

l. Wing L proposed to be comprising of 1st Floor to ___ upper floors on sub-plot C and with Commencement Certificate dated 16.01.2013 and further amended on _____;

m. Wing M proposed to be comprising of 1st Floor to ___ upper floors on plot 223/1 & 223/2 and with Commencement Certificate dated 05.02.2014 and further amended on _____;

n. Any other buildings or developments that may be permitted or sanctioned or approved on the proposed layout to ensure maximum utilisation of the potential of the land and benefit therefrom in accordance with the Development Control Regulations as may be applicable.

(iv) The Promoter shall be entitled to designate any spaces/areas in the Whole Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For

this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- (v) The name and any branding/designation of the entire development of the Whole Project, shall be as decided by the Promoter from time to time.
- (vi) The nature of remaining development will be phase wise and each phase will be registered as a separate real estate project by the Promoter in accordance with RERA and the RERA Rules.
- (vii) The scheme and scale of development proposed to be carried out by the Promoter shall be in accordance with applicable law as amended from time to time.
- (viii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may deem fit on the Larger Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (ix) The Promoter shall be entitled to confer title of particular building/tower to such other Societies, as mentioned below.
- (x) The details of formation of the Apex Body, and, conferment of title upon the Apex Body and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the various portions of the

Larger Land.

- (xi) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Land left over after handing over of the stipulated percentage if any, to the TMC or statutory authority and/or developing as a public amenity, and also exclusive of the upcoming development/ Other Residential/commercial building(s), would be available for transfer to the Apex Body as mentioned at Clause 13 to 16 below.
- (xii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xiii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the Larger Land, are available for inspection with the Promoter (**“Proposed Future and Further Development of the Larger Land”**).

- F. The development of building viz. **Wing L** in the Project “**Bhoomi Acres**” developed in a phase-wise manner being the proposed as a “real estate project” by the Promoter and is registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time.
- G. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Whole Project (as defined below). The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The RERA Certificate is annexed hereto and marked as **Annexure “D”**.
- H. The principal and material aspects of the Real Estate Project as being registered with the Authority, are briefly stated below,-
- (i) Bhoomi Acres **Wing M** (“**said Wing**”), comprising of 1st floor plus **28 upper floors**, of a building known as ‘**Bhoomi Acres**’ constitutes the “**Real Estate Project**” including in accordance with the provisions of RERA and the RERA Rules.

- (ii) The construction and development of the said Wing is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time, and presently, it is contemplated that said Tower shall be constructed up to 28 upper floors.
- (iii) The said Wing is proposed to *inter alia* comprise of apartments, flat/s, commercial shops, premises etc. as may be approved from time to time;
- (iv) The Promoter proposes to eventually consume a total FSI of _____ square metres in the construction and development of the Real Estate Project;
- (v) The Promoter shall be entitled to their respective premises in the Real Estate Project as more specifically stated in the said Agreements.
- (vi) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and other allottee/s in the Whole Project on a non-exclusive basis are listed in the **Third Schedule** hereunder written (**“Common Amenities”**).
- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be

entitled to place, select, decide hoarding/board sites till the handing over the individual Societies/ Apex Body.

(viii) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the Real Estate Project and in the basement levels of the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.

(ix) The details of formation of the Society (as defined below) and, conferment of title upon the Society (as defined below) with respect to the said Tower, i.e., the Real Estate Project, are more particularly specified in Clause 13 to 16 below.

(x) A copy of the Amended Layout Approval dated _____ bearing reference no. _____ and subsequently amended on _____ and Commencement Certificate (“CC”) issued by the TMC on _____ and as amended on _____ in respect of the Real Estate Project, are also included as part of the RERA Certificate and are hereto annexed and marked as

Annexure “D”.

- I. The Allottee/s is/are desirous of purchasing residential Flat/Shop/Commercial premises more particularly described in the **Second Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "**said Premises**"). The authenticated copy of the Plan of the said Premises, is annexed and marked as **Annexure “E”** hereto.
- J. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till the completion of the Real Estate Project.
- K. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale consideration (mentioned hereinbelow) in respect thereof.
- L. On demand from the Allottee/s, the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:
- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Land;
 - (ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Land, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions,

IODs, CC, Traffic NOC, MOEF EC, etc. and such other documents as required under Section 11 of RERA and annexed hereto as **Annexure “F” (colly)**;

- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificates annexed hereto at **Annexure “B”**;
- (v) Authenticated copies of the Property Register Cards for C.T.S. Nos. _____ i.e., the Larger Land, which are annexed and marked as **Annexure “G”**.

M. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

N. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

O. 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 Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Land, and such title being clear and marketable; (ii) the approvals and permissions (including CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project, as well

as the Whole Project on the Larger Land and construct the Real Estate Project under various provisions of the Development Control Regulations for Thane, 1994 (“**DCR**”) and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Land. 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.

- P. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Second Schedule** hereunder written.
- Q. 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.
- R. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the **Second Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. On or before the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration (as defined below) as more particularly described in the **Second Schedule** hereunder written agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both

hereby admit and acknowledge).

- S. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- T. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and acquire, the said Premises.
- U. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- V. The list of Annexures attached to this Agreement are stated hereinbelow:

- | | |
|---------------------|---|
| Annexure “A” | Copy of the Plan indicating the Larger Land; |
| Annexure “B” | Copy/ies of the Title Certificates; |
| Annexure “C” | Copy of the Proposed Layout; |
| Annexure “D” | Copy of the RERA Certificate; |
| Annexure “E” | Copy of the Plan of the said Premises; |
| Annexure “F” | Copy of the Approvals pertaining to the present Wing; and |
| Annexure “G” | Certified copies of the Property Register Card on which the present Wing is being constructed. |

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the said Tower of the said building known as '**Bhoomi Acres**', consisting of 1st floor plus 28 upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the TMC from time to time.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Flat/Shop/Commercial Premises No.____ of the _____ type admeasuring _____ square metres carpet area as per RERA on the _____ floor in the said Tower i.e. the said Premises, as more particularly described in the **Second Schedule** and as shown in the floor plan annexed and marked **Annexure "E"** hereto, at and for the consideration of Rs. _____/-

(Rupees _____
_____).

- (ii) The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, covered parking spaces being constructed in the layout of the Larger Land for the consideration of Rs. _____/- (Rupees _____)

_____.

The exact location and identification of such car parking space/s will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The car parking space/s shall be for the Allottee/s and Allottee/s' visitors.

- (iii) The total aggregate consideration amount for the said Premises including covered parking spaces is thus Rs. _____/- (Rupees _____)

_____)

("the Sale Consideration").

- (iv) The Allottee has paid before execution of this Agreement, a sum of Rs. _____/- (Rupees _____)

_____)

only) (which does not exceed 10% of the Sale Consideration) as advance payment ("**Earnest Money**") and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs. _____/-

(_____
_____)

in the manner and payment installments more particularly mentioned in the hereunder written:

(a) An amount of Rs. _____/-
(Rupees _____)

(which does not exceed 30% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneous with registration of this Agreement under the Registration Act, 1908;

(b) An amount of Rs. _____/-
(Rupees _____)

(which does not exceed 45% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Tower;

(c) An amount of Rs. _____/-
(Rupees _____)

(which does not exceed 70% of the Sale Consideration), is to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Tower;

(d) An amount of Rs. _____/-
(Rupees _____)

(e) (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the walls, internal plaster, floorings

doors and windows of the said Premises;

(f) An amount of Rs. _____/-
(Rupees _____)

(which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;

(g) An amount of Rs. _____/-
(Rupees _____)

(which does not exceed 85% of the Sale Consideration), is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Tower;

(h) An amount of Rs. _____/-
(Rupees _____)

(which does not exceed 95% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the said Tower;

(i) The balance amount of Rs. _____/-
(Rupees _____)
_____)

- (j) is to be paid to the Promoter against and at the time of handing over of the possession of the Premises to the Allottee on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.
- (v) It is clarified that Sale Consideration shall be payable by the Allottee into :-
- Name of Bank: _____
- Bank Account No. _____
- Branch: _____
- IFSC Code _____
- (vi) (**“the said Account”**).
- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all other 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 Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter 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 / demand, 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.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower is complete and the Occupation Certificate is granted by the TMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee

prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in Clause 3(iv) above.

- (x) 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.
- (xi) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (xii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clause 22 below (which will not absolve Allottee of its responsibilities under this Agreement).
- (xiii) The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee under

this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

- (xiv) The Allottee shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.
- 4. 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 TMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the TMC, the Occupation Certificate or Completion Certificate in respect of the said Premises.
 - 5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee.

Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **FSI, TDR and development potentiality with respect to the said Tower on the Promoter's Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital K above and as depicted in the layout plans, proformas and specifications at **Annexures "C"** hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the Larger Land (by utilization of the full development potential) and develop the same in phase-wise matter and undertake multiple real estate projects therein in the manner more particularly detailed at Recital H above and as depicted in the layout plans, proformas and specifications at **Annexure "C"** hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the Premises to the Allottee on or before _____ (**“Possession Date”**). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
- (a) Any force majeure events;
 - (b) Non receipt of approvals or sanctions submitted for approvals by the Promoter from the Competent Authority/ Approving Authority;
 - (c) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (d) Any stay order / injunction order issued by any Court of Law, competent authority, TMC, statutory authority;
 - (e) Any other circumstances that may be deemed reasonable by the Authority.

The Promoter shall however try to (without being obliged to) offer possession of the Premises to the Allottee on or before 31st December, 20__ (**“Early Date”**).

- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 8(i), then the Allottee shall be entitled

to either of the following:

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**
- (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly

repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8 (ii) (b) above, and any other rights and remedies available to the Promoter, either (a) 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/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale

Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit [●] percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the

Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to sell and transfer the said Premises to another allottee ("**New Allottee**") for such consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit (a) the Earnest Money, i.e., ___% of the Sale Consideration and (b) the actual loss to occur on the resale of the said Premises to the New Allottee (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee) as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to New Allottee and provided the Allottee/s has/have executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of (a) the Earnest Money i.e. 10% of the Sale Consideration and (b) the actual loss to occur on the resale of the said Premises to the New Allottee (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee), refund the balance amount of the Sale Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it

deems fit and proper.

9. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee alongwith the other Allottee/s of the Whole Project and are listed in the **Third Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.
10. **Procedure for taking possession:**
 - (i) Upon obtainment of the Occupancy Certificate from the TMC and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project.
 - (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
 - (iii) Upon receiving the Possession Notice from the Promoter as per Clause 10 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the

said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 10 (ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution of Rs.

_____/ - (Rupees _____)

per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the

Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.
12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.
13. **Formation of the Society and Other Societies:**
 - (i) Upon 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the said Tower, under the

provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (**"the Society"**).
- (iii) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the said Tower as members, in accordance

with its bye-laws.

- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings.
- (vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in

those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (**“Other Societies”**). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

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

14. **Conveyance to the Society and Other Societies:**

- (i) On or before _____ or within 3 (three) months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, whichever is later, the Real Estate Project with the common areas and facilities of the Wing shall be conveyed to the Society vide a registered indenture of

conveyance, provided however that the basements, podiums and stilts, if any shall be retained by the Promoter and shall not be conveyed to the Society (**"Society Conveyance"**). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Developer shall not be responsible for the same.

- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

15. **Formation of the Apex Body:**

- (i) Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (**"Apex Body"**).
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in

respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

16. **Conveyance of the Larger Land to the Apex Body:**

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the Larger Land and in all areas, spaces, common areas, facilities and common amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body (**"Apex Body Conveyance"**).
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

17. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 8 above, deposit the

following amounts with the Promoter,-

- (i) Rs._____/ - for share money, application entrance fee of the Society and Apex Body;
- (ii) Rs._____/ - for formation and registration of the Society and Apex Body;
- (iii) Rs._____/ - for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;
- (iv) Rs._____/ - for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body;
- (v) Rs._____/ - for deposit towards water, electricity, and other utility and services connection charges; and
- (vi) Rs._____/ - for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

18. 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 this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the

cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

19. Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.
20. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

21. The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.

22. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and

balance other amounts payable by the Allottee under this Agreement.

23. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law

24. **Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate, -

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of Law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate

Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- (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 Land and the said Premises, 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 Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project to the Society;
- (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 Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;

- (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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

25. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the

concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee 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 said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter 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 Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated. That you shall segregate dry and wet waste as also treat wet garbage in compliance with the local municipal laws issued from time to time.
- (vii) Pay to the Promoter within 15 (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 Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this

Agreement.

- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter. For the grant of the permission, the Promoter shall be entitled to levy transfer fee at the rate of 2% (two percent) on the sale value.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body 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 Tower and the said Premises 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 the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xii) 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 Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

(xiii) Till the Apex Body Conveyance is executed in favour of the Apex Body, 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 Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xiv) Not to affix any fixtures or grills on the exterior of the

Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter / the Society, as the case may be and shall forthwith remove all the additional affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose.

- (xv) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay a sum of Rs._____/ - (Rupees _____only) to the Promoter / the Society, as the case may be and shall forthwith remove the window air-conditioner or the outdoor condensing unit outside the said Premises,.
- (xvi) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xvii) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or

any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand) to the Promoter / the Society, as the case may be, on each such occasion.

(xviii) The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience. Expenses incurred for the same will be charged in the maintenance bill till the TMC water connection is received. The water connection from the TMC shall be subject to availability and the rules, regulations and bye laws of the TMC and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the TMC water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from TMC and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.

26. The Allottee hereby represents and warrants to the Promoter as follows,-

- (i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
 - (ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and
 - (iii) He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (six) months.
27. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces will remain the property of the Promoter and the Larger Land will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

29. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of _____.

30. **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 and Annexures along with the payments due as stipulated in the Payment Plan at Clause 3 (iv) above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. 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 15 (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.

31. **Nominee:**

- (i) The Allottee hereby nominates _____ (“**said Nominee**”) as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

32. **Entire Agreement:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the

case may be.

33. **Right to Amend:**

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

34. **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 said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

35. **Severability:**

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

36. **Method of calculation of proportionate share:**

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 said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

37. **Further Assurances:**

The 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.

38. **Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

39. **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 Thane/Mumbai, 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 Thane/Mumbai.

40. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
41. 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 Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the Allottee : _____

(Allottee's Address) : _____

Notified Email ID : _____

Name of the Promoter : **M/s. V. R. Constructors Pvt. Ltd.**

(Promoter's Address) : Bhoomi Acres, Opp.
Suraj Water Park,
Ghodbunder Road,
Waghbil Naka,
Thane (West), 400 601

Notified Email ID : @bhoomi-group.com

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.

42. **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.

43. **Stamp Duty and Registration Charges:**

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.

44. **Dispute Resolution:**

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

45. **Governing Law:**

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

46. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below,-

<u>Parties</u>	<u>PAN</u>
M/s. V. R. Constructors Pvt. Ltd., (Promoters)	_____
_____ (Allottee/First Holder)	_____

47. **Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include,-
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

- (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(vii) References to a person (or to a word importing a person) shall be construed so as to include:

- a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

SIGNED AND DELIVERED)
by the withinnamed thePromoter)
M/s. V. R. Constructors Pvt. Ltd.)
through its Director)
Mr. _____)
in the presence of)

Please affix
Photograph and sign
across the photograph

1)

2)

SIGNED AND DELIVERED)
by the withinnamed the Allottee)
Mr./Mrs./Messrs. _____)
in the presence of ...)

Please affix
Photograph and sign
across the photograph

1)

2)

RECEIPT

RECEIVED on or before the execution of these presents of and
from the withinnamed the Allottee the sum of Rs. _____/-
(Rupees

Only) being the earnest money within mentioned to be paid by
him/her/it/them to me.

By cheque bearing No. _____

Drawn on _____

Date _____

Rs. _____/-

We Say Received:

M/s. V. R. Constructors Pvt. Ltd.,

Authorised Signatory

Witnesses:

1.

2.

FIRST SCHEDULE

(the Larger Land)

[CTS No.225 comprising of Plot A, Plot B, Plot C and Plot D and CTS No.223]

All that piece and parcel of land bearing CTS Nos.225/1, 225/2, 225/3, 225/4, 225/5, 225/6 and 225/7 comprising of Plot A, Plot B, Plot C and Plot D collectively admeasuring survey No.225 H5, R-13 area approximately admeasuring 51300 sq. mtrs. equivalent to 62073 sq.yds. situate at Village Kavesar, Taluka District Thane alongwith bearing CTS Nos.223/1 and 223/2 collectively approximately admeasuring 2230 sq. mtrs. equivalent to 2698 sq.yds. situate at Village Kavesar, Taluka and District Thane., and bounded with the following:-

On or towards the East: - _____
On or towards the West: - _____
On or towards the South: - _____
On or towards the North: - _____

SECOND SCHEDULE

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Flat/Shop/Commercial Premises No. _____ in Tower _____ Admeasuring about _____ Square metres equivalent to approximately _____ square feet carpet area (inclusive of the area of the enclosed balcony/ies) on the _____ floor (i.e. _____ habitable floor) of the said building known as Bhoomi Acres.
2.	The Sale Price	Rs. _____ /- (Rupees _____ _____ _____))
3.	The said Car Parking space	
4.	Name of the Account for payment of Sale Price	
5.	Early Date	
6.	Late Date	
7.	The said Nominee	Name : _____ _____ Relationship with

		Purchase/s : _____ Address of Nominee : _____ _____ _____
8.	Address of the Allottee/s for the purposes of this Agreement	
9.	Permanent Account Number (PAN)	
	Promoter's PAN :	
	Allottee/s PAN :	
10.	Schedule Date	
11.	Architects for the development of the said Property	
12.	RCC Consultants	

THIRD SCHEDULE

(Common Amenities)

A. In relation to the Larger Land:

1. The following to be enjoyed in common with the other Buildings on the said Property or such of them as may be decided by the Developer :-

- (a) The common service lines such as electricity, water, drainage, sewage, etc. passing through, under, across or above Larger Land and the allottees of the Real Estate Project as also the allottees of the other wings on the said Larger Land;
- (b) Watchman cabins ;
- (c) Common infrastructure created such as Sewage Treatment Plant, Storm Water Drainage, Street Lights, Sub Station/ Transformer, Solid Waste Management, etc to be shared among allottees of the Real Estate Project as also the allottees of the other wings on the said Larger Land.
- (d) Common internal/ access roads, pathways, driveways and entrance gates;
- (e) The open areas (out of the Larger Land) but excluding the parking spaces allotted/to be allotted to the respective Allottees/ holders thereof ;
- (f) Swimming Pool along with all facilities of the club house complex.
- (g) Recreational Ground created on podium as well as ground.

B. In relation to the said Real Estate Project:

- 1. Entrance lobby and foyer of the Real Estate Project will be for the benefit of the flat holders in the Real Estate Project;
- 2. Terrace spaces above the top floor of the Real Estate Project (subject to the rights in respect thereof reserved by the Promoter) for being used by the flat holders of the Real Estate Project as an open terrace and for common purposes like putting up T.V. Antennae but not for putting up any construction or as a play area or for pounding of “masala” or any other objectionable user ;
- 3. The staircase of the Real Estate Project, including main landing, for the purpose of ingress and egress of the Flat holders of and visitors to the

Real Estate Project but not for the purpose of storing or for recreation or for residence or for sleeping ;

4. Servant toilet/s on the ground floor for use by the common servants/ staff of the Real Estate Project such as watchmen, sweepers;
5. Lifts and lift rooms, meter rooms, water pumps, common electric and water meters, entrances and exits meant for the Real Estate Project.

C. The following facilities which will be located throughout the Larger Land;

1. Underground water storage tank ;
2. Overhead Water tank located on the terrace of the said Building ;
3. Plumbing net-work throughout the said Building ;
4. Electric wiring net-work throughout the said Building ;
5. Drainage and sewage lines of the said Building ;
6. Necessary light, telephone and water connections ;
7. All apparatus and installation existing for common use.

FOURTH SCHEDULE

(Fitting and Fixtures)