

THE AGREEMENT FOR SALE

This Agreement for sale is entered at Mumbai on _____ day of _____, _____

BETWEEN

V. M. HOMES PVT. LTD., registered under Companies Act, 1956, having its registered office at C 3, Commerce House, Nagindas Master Road, Fort Mumbai 400 023 hereinafter called and referred to as “Developer/Owner” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

AND

Mr./Miss./Mrs. _____
an adult Indian inhabitant residing at

_____ hereinafter be referred to as the “Purchaser” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assign) of the Other Part.

WHEREAS:-

- a. The Developer/Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcel of freehold land or ground situate lying and being at Balaram Street, Grant Road, Mumbai 400007 bearing: Cadastral Survey No. 6/152 admeasuring about 264.21 square meters together with the building standing thereon and known as “Mistry Building” more particularly described First Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown by green color boundary line (hereinafter referred to as the said Second property)
- b. The developer redeveloped the adjoining plot of lands and have amalgamated said plots with the said plot of land bearing C.S No. 6/152 :-
 - i. The Developer/Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcel of freehold land or ground situate lying and being at Balaram

- Street, Grant Road, Mumbai 400007 bearing: (i) Cadastral Survey No. 4/152 admeasuring about 306.02 square meters together with the building standing thereon and known as “Shenaz Manzil” more particularly described Firstly in the Schedule of larger property hereunder written and delineated on the plan thereof hereto annexed and thereon shown by blue color boundary line (hereinafter referred to as “the said First Property”)
- ii. Cadastral Survey No. 5/152 admeasuring about 306.86 square meters together with the building standing thereon and known as “Haji Ebrahim Latif Charitable Trust Building” more particularly described Secondly in the Schedule of First Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown by green color boundary line (hereinafter referred to as the said Second property); AND
 - iii. Cadastral Survey No. 17/152 admeasuring about 233.28 square meters together with the building standing thereon and known as “Rusi Mehta Building” (formerly called Ibrahim Mansion) more particularly described Fourthly in the Schedule of larger property (hereinafter referred to as “the said Third Property”);
- c. The said First Property, the said Second Property , third property and the said Property are hereinafter collectively referred to as the “said Larger Property”;
 - d. That out of said larger property the First property, second property and third property are already developed and now Developer is redeveloping said propety6 bearing C.S. No. 6/152.
 - e. AND WHEREAS The Said Property is Category ‘A’ cessed structures constructed prior to 1940;
 - f. AND WHEREAS the Developer/Owner is developing the said Larger Property as composite redevelopment in accordance with the modified Development Control Regulations 33(7) and Appendix-III Clause 5(d) thereof;
 - g. AND WHEREAS The Mumbai Building Repairs and Reconstruction Board by its letter bearing No. R/NOC/F2313 & 2367/790/MBRRB-15 dated 14 October 2015 has granted permission for the composite redevelopment of said Larger Property on certain terms and conditions.

- h. AND WHEREAS the Developer/Owner have procured Intimation of Disapproval bearing No. CHE /CTY / 1243 /D /337 (NEW) /337/3/Amend dated 14.01.2022 for wing A, Wing B and Wing C constructed on the plot of land mentioned in Schedule, the Developer/Owner have also procured sanctioned the plan for construction. The copy of INTIMATION OF DISAPPROVAL dated 14.01.2022 is annexed hereto and marked as **Annexure 'A'**.
- i. AND WHEREAS the promoter/ Builder/ Developer/ Owner is entitle to construct new multistoried building on the said Larger Property in accordance with the recitals hereinabove.
- j. AND WHEREAS the Promoter/ Builder/ Developer/ Owner is offered an apartment bearing no. _____ **admeasuring** _____ **sq. meters RERA Carpet area** on the _____ floor (hereinafter referred to as the said "Flat") being constructed of the Building called as "**SHREE SAMMET SHIKHAR HEIGHTS WING C**" (hereinafter referred to as the said Flat) constructed on the said property.
- k. AND WHEREAS, the Developers have entered into a slandered Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- l. AND WHEREAS the promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no. _____; authenticated copy is attached herewith as **Annexure "B"**.
- m. AND WHEREAS the Developers have appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the Developers accept the professional supervisions of the Architect and the structural Engineer till the completion of the building/buildings.
- n. AND WHEREAS, the Developers alone have the sole and exclusive right to sell the Flats/Units in the said building/s to be constructed by the Developers on the said Larger Property and to enter into agreement/s with the Purchaser/s and to receive the sale price in respect thereof.
- o. AND WHEREAS, on demand from Purchaser, the Promoter/Developers have given inspection to the Purchaser of all the documents of title relating to the said properties, the plan, designs and specifications prepared by the Developer's Architect M/s Pagnis and Pagnis and such

other documents specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made thereunder.

- p. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or Advocate of the Promoter, authenticated copies of Property card showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure C** and D respectively.
- q. The Purchaser has also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the Developer to the said properties and the right of the Developer to develop the said properties and to construct the said proposed building on the said Larger Property more particularly described in the Schedule herein under written. The Purchaser by virtue of his having executed this Agreement, is deemed to have accepted the title of the Developer to the said properties as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.
- r. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building.
- s. While sanctioning the said layout plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said properties and the said Building/s, and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority
- t. The Developer has accordingly commenced construction of the said Building/s in accordance with the said plans.
- u. The Purchaser/s has applied to the Developer for allotment of Flat No. _____ on _____ floor in newly constructed building known as "**SHREE SAMMET SHIKHAR HEIGHTS WING C**";
- v. The RERA Carpet Area of the said flat no. _____ is _____ sq. meters. For the purposes of this Agreement the

Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat and "exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s.

- w. 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 Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- x. Prior to the execution of these presents, the Purchaser/s has paid to the Developer a sum of **Rs.**_____/- **(RUPEES _____ ONLY)**, being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or application fee (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
- y. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase and acquire the said Flat.

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

1. The Promoter shall construct the said building known as "Shree Sammet Shikhar Heights Wing C" on the said Larger Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. At the request of the Purchaser/s, the Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase and acquire from the Developer:- a residential Flats bearing no. _____ admeasuring _____ sq. meters RERA Carpet area situated on _____ floor of the newly constructed Building known as “**SHREE SAMMET SHIKHAR HEIGHTS WING C**” as shown in floor plan . The Floor Plan is annexed hereto as **Annexure “E”**.
3. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.
4. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No’s ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.
5. In consideration of the above, the Purchaser/s hereby agrees to pay to the Developer a total sale consideration of **Rs. _____/- (Rupees _____ Only) (“Total Consideration”)**, in the following manner : -

Sr. No.	Particular	% per slab
11	Booking amount	10%
2	On completion of plinth	10%
3	On completion of 2 nd slab	7%
4	On completion of 4 th slab	7%
5	On completion of 6 th slab	7%
6	On completion of 8 th slab	7%
7	On completion of 10 th slab	7%
8	On completion of 12 th slab	7%
9	On completion of 14 th slab	7%
10	On completion of 16 th slab	7%
11	On completion of 18 th slab	7%

12	On completion of 20 nd slab	6%
13	On completion of 22 nd slab	6%
14	On Intimation of Possession	5%
	TOTAL	100%

The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

5. All payments to be made by the Purchaser/s under this Agreement shall be by Cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **“V.M. Homes Pvt. Ltd”**.
6. The time for payment of all the above installments on their respective due dates is an essence of contract. Whether the Purchaser/s is /are availing the loan facilities from any financial institution or not, the Purchaser/s have unconditionally agreed to pay all the above installments due within 7 days from the due dates, failing which the Purchaser/s shall pay financial charges at the rate of 24% p.a. till the payment of the installments. The Developer shall charge the financial charge to the Purchaser/s without prejudice to their other rights in law.
7. If purchaser committing three defaults in payment of any installment within the prescribed time as mentioned in above clause (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement. Provided always that the power of termination herein before contained shall not be

exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and/or default shall have been made by the Purchaser in remedying such breach or breaches, within the period of fifteen days after the giving of such notice. Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the Flat etc. which may till then have been paid by the Purchaser to the Developers after deducting their Administrative expenses, Earnest Money Deposit and out of pocket expenses, and service charges etc. as may be determined by the Developers. The Developers shall not be liable to pay to purchaser any interest on the amount so refunded and upon termination of this Agreement, pending refund of the amount as aforesaid, the Developers shall be at liberty to dispose off and sell the said premises to such person and at such price as the Developers may in their absolute discretion think fit and only after the sale of the said Flat and realisation of the amount from the sale of the said Flat, the amount shall be refunded to the Purchaser, after making deduction as aforesaid. The Purchaser shall not be entitled to question such sale or to claim any amount from the Developers.

8. If the Purchaser/s proposes to cancel or withdraw from project for any reason of whatsoever nature at any stage, during the construction, the Developer are entitled to forfeit the 10% of the amount paid by the Purchaser/s and will refund the balance amount without any interest. In this case the Purchaser/s will not be entitled to any claim in respect of Registration, Stamp Duty or interest paid by them.
9. PROVIDED that the Developers shall be at liberty but not bound to waive any default or delay on the part of the purchaser in payment of any amount if the Purchaser makes the said defaulted or delayed payment together with compensation or damages calculated at the rate of 18% per annum on such amount, remaining unpaid for seven days or more after becoming due.
10. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee

Cheque/demand draft drawn in favour of **“V.M. Homes Pvt. Ltd”**.

11. If any of the payment Cheque/banker's Cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default and the Developer may at its option be entitled to exercise the recourse available thereunder.
12. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 1,000/- (Rupees One Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 3,000/- (Rupees Three Thousand only) in addition to the Interest for delayed payment i.e. 18% p.a..
13. The Total Consideration is escalation-free, save and except escalations/increases, impositions levied by any statutory authority (ies), local bodies/ government, competent/planning authorities (“Authorities”) from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Authorities.
14. The Total Consideration above excludes Taxes. The Purchaser/s shall pay taxes on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same
15. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

16. The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Flat, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such an event only recourse shall be pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
17. The Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
18. Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.
19. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer.
20. The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a single property on the basis of the available Floor Space Index ("FSI") on the said Larger Property and accordingly the Developer shall develop the said Larger Property.
21. The Developers/Owners may amalgamate with the plot of lands to the adjoining plot of land and or any adjoining land/s or any part of the adjoining land/s with the said Larger Property and or any part of the said Larger Property with any adjoining lands and use the floor space available in respect of the said Larger Property on such adjoining lands and or floor space in relation to such

adjoining land/s on the said Larger Property as the Developers/Owners may desire

22. The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said Larger Property including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of Building(s) and development of facilities and/or amenities on any part of the said Larger Property or elsewhere as may be permitted and in such manner as the Developer deems fit.
23. Neither the Purchaser/s nor any of the other purchasers of flat(s)/ premises/ units in the Building(s) being constructed on the said Larger Property (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of flat(s)/ premises/ units in such Building(s) (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the said Larger Property. All FSI and/or TDR at any time available in respect of the said Larger Property in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the said properties as contemplated by the Developer is completed by the Developer and the said Larger Property is conveyed to the Federation in the manner set out herein below.
24. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said Larger Property shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the said Larger Property or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the said Larger Property as may be permissible.
25. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the

said plans or thereafter and shall before offering possession of the Flat to the Purchaser/s obtain from the concerned local authority occupancy certificate in respect of the said Flat.

26. The Developer shall offer possession of the Flat to the Purchaser/s, after obtaining the Occupation Certificate for the said Flat on or before **31st day of December 2028** ("Delivery Date"), subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Possession Date shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser/s including on account of any default on the part of the Purchaser/s ("Extension Event"). For the purpose of this Agreement, "Force Majeure" event shall include
- (a) war, civil commotion or act of God;
 - (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
27. The Purchaser/s shall take possession of the Flat within 15 (fifteen) days from the date Developer offering possession of the Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. Upon receiving possession of the Flat or expiry of the said 15 (fifteen) days from offering of the possession ("Possession Date"), the Purchaser/s shall be deemed to have accepted the Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Purchaser/s.
28. The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 3000/- (Rupees Three Thousand only) per month per square meter of the Total Area of the Flat ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked and shall continue to be in possession of the Developer but

at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

29. If within the period of 5 years, the Purchaser brings to the notice of the Developer any structural defect in the Flat/Building or within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / Building or defective material being used or regarding workmanship, quality or provision of service.
30. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned above, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
31. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.
32. The Purchaser along with other purchasers shall join in forming and registering the Society or Association or a Limited Company to be known by such name as Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and the formation and registration of the Society or Limited company and for becoming a member, including the bye laws of the proposed society and duly fill in, sign and return to the promoter within 7 days of the same being forwarded by the Developer to the Purchaser so as to enable the Developer to register the common organization of Purchasers. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Article of Association, as may be required by the Registrar of Co.- operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
33. That the developer shall register a Society, Association, or Limited company within three months of the registration of the agreement for sale of the majority (51%) purchaser/allottees.

34. The Developer execute a deed of conveyance / transfer in respect of the said Property along with the building/s thereon to society within 3 months of receipt of Full Occupation Certificate as per requirement of law.
35. From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Larger Property and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Larger Property and Building.
36. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
37. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
38. Until the conveyance of the structure of the Building(s) to the common organization, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
39. The Purchaser shall on delivery of possession of the said Fat No. _____ shall keep deposited with the Developer following amount

Sr. No	Particulars	Rupees
1	Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body	
2	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	
3	Estimate amounts for deposit towards water connection charges	
4	Estimate amounts for deposit towards electric connection charges	
5	Estimate amounts for deposit towards other utility / services charges/maintenance as actual.	
6	Estimate amounts for deposits of electrical receiving and sub-station in the Layout	
7	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / Apex Body	
8	Estimate amounts towards legal charges for documentation	
9	Development Charges	
	Total	

40. The Purchaser/s shall pay to the Developer such sum as mentioned above for meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.
41. Representations and Warranties of the Developer
- (i) The Developer hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:
 - (ii) The Developer has clear and marketable title with respect to the said Larger Property; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said Larger Property and also has actual, physical and legal possession of the said Larger Property for the implementation of the said larger property;
 - (iii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Larger Property and shall obtain requisite approvals from time to time to complete the development of the said larger property;
 - (iv) There are no encumbrances upon the Flat or said Larger Property or the Project except those disclosed in the title report, if any;
 - (v) There are no litigations pending before any Court of law with respect to the said Larger Property or Properties except those
 - (vi) All approvals, licenses and permits issued by the competent authorities with respect to the, said Larger Property and said Building(s) 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 said Larger Property and said Building(s) shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with Relevant Laws in relation to the said Larger Property, Building(s) and common areas;
 - (vii) The Developer 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 Purchaser/s created herein, may prejudicially be affected;
 - (viii) The Developer 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

said Larger Property, including the Project and the said Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;

- (ix) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;
- (xi) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Larger Property) has been received or served upon the Developer in respect of the said Larger Property and/or properties except those disclosed in the title report.

35. Obligations, Covenants, Representations of Purchaser/s

- (i) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants, represents with the Developer as follows :-
- (ii) To maintain the said Flat at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.
- (iii) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the

building in which the Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (iv) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not or suffer to be done anything in or to the building in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said Flat is situated nor shall demand partition of the Purchaser's interest in the Flat and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the said Flat without the prior written permission of the Developer and/or the society or the limited company.
- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Larger Property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Property and the building in which the said Flat is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- (ix) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of flat(s)/premises/units in

- the Building or other occupants or users of the Building(s), or visitors to the Building/Building(s), and also occupiers of any adjacent, contiguous or adjoining properties;
- (x) Pay to the Developer, within 7 (seven) working days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Flat or Building(s);
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Building, without the prior written permission of the Developer/association/concerned authorities;
- (xiii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building/Building(s) or Project or said Larger Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and
36. After possession of the Flat is handed over the Purchaser/s, the Purchaser/s may insure the said Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
37. The Purchaser/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
38. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
39. The Purchaser had purchased the sad flat as an investor and Purchaser has full right to sale the said flat and receive consideration for the same.

40. The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building(s) and the Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
41. Till a conveyance of the structure of the building in which Flat is situated is executed in favor of society/limited society, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building(s) or any part thereof to view and examine the state and condition thereof.
42. Till a conveyance of the said Larger Property on which the building in which Flat is situated is executed in favor of Apex Body or Federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Property or any part thereof to view and examine the state and condition thereof.
43. Usage of Flat Areas & Car Parks by Purchaser the Purchaser/s agree(s) to use the Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser/s further agree(s) to use the garage or parking space only for purpose of keeping or parking vehicle. The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Flat in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

44. Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information/disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
45. The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
46. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
47. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Flat or of the said larger property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body.
48. If the Purchaser brings to the notice of the Developer any structural defect in the Flat/Building within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / Building or defective material being used or regarding workmanship, quality or provision of service.
49. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developer

shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

50. The Developer if it so desires shall be entitled to create security on the Project Property together with the Building(s) being constructed thereon (including the Building) by availing loans/financial assistance/credit from banks/financial institutions, against securities thereof, save and except the Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the said larger Property (or any part thereof) and Building(s) constructed thereon in favour of the association / apex body / apex bodies in accordance. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the said Larger Property together with the Building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be transferred hereunder.
51. By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Purchaser's proportionate share of the outgoings as provided under Clause 16 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is

- further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building(s) and/or common areas, amenities and facilities thereto.
52. The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.
53. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s) and use of the Flat by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of flat(s)/premises/units in the Building(s) and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of flat(s)/premises/units in this regard.
54. The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies ("Fit-Out Manual") and without causing any disturbance, to the other purchasers of flat(s)/premises/units in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer,

the same would be deemed to be a charge on the Flat. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Flat or the Building(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat or the Building(s).

55. The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the said larger Property of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).
56. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said larger Property and Building/Building(s) or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the Building/Building(s) is transferred to the society/limited company or other body and until the said larger Property is transferred to the Apex Body /federation as hereinbefore mentioned.
57. Executing this Agreement with the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser/s.
58. This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission)

otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc. Provisions of this Agreement applicable to the Purchaser/s/ subsequent Purchaser/s :

59. 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 Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
60. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.
61. Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach,

- violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.
62. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the Carpet Area of the Flat to the carpet area of the entire Flat in the Project.
63. 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.
64. The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Mumbai.
65. The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.
66. Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name : **Mr./Miss/Mrs.** _____

Address : _____

Notified E-mail ID:-

To the Developer:

Name :- **V. M. HOMES PVT. LTD.**,
 Address :- C 3, Commerce House, Nagindas
 Master Road, Fort Mumbai 400 023

Notified email id :-

67. In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard. In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s.
68. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Property /Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.
69. That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

70. The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchasers only.

71. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT MUMBAI THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE SCHEDULE of LARGER PROPERTY HEREINABOVE REFERRED TO:

Firstly: ALL THAT piece or parcel of free hold land or ground admeasuring about 306.02 square meters bearing Cadastral Survey No. 4/152 of Tardeo Division together with the building standing thereon and known as "Shenaz Manzil" situate lying and being at 13, Mahela Patel Agiary Street at Balaram Street, Grant Road, Mumbai 400007 and assessed by the Assessor and Collector of the Municipal Rates and Taxes under 'D' ward and bounded as follows that is to say,

On or towards East : By the property of Nawabai Jehangir Sethna and Sir Dinshaw Mankji Petit,

On or towards West : By Property of Erichshaw Mistry, Ardeshir Mistry and Pestonji Mistry

On or towards North : By Open space belonging to Hamabai Mehta and others, and

On or towards South : By 40 feet wide road.

Secondly: ALL THAT piece or parcel of free hold land or ground admeasuring about 306.86 square meters bearing Cadastral Survey No. 5/152 of Tardeo Division together with the building standing thereon and known as "Haji Ebrahim Latif Charitable Trust Building" situate lying and being at Balaram Street, near Chunabhatti, Grant Road, Mumbai

400007 and assessed by the Assessor and Collector of the Municipal Rates and Taxes under 'D' ward and bounded as follows that is to say,

On or towards East : By the vacant land belonging to Bai Hamabai, J. K. Mehta and Sir Dinshaw Manekji Petit Baronet,

On or towards West : By 40 feet wide road, and

On or towards North and South: By Property of Erichshaw Mistry, Ardeshir Mistry and Pestonji Mistry.

Thirdly: **ALL THAT** piece of land of Foras free tenure but now redeemed containing by admeasurements 264.21 square metres as per C.S. register and registered by the Collector of Land Revenue under New Nos. N/13533, 13535, 13906, 13914, 13909, 13944, 13955 and New Survey Nos. 16/6984 and C.S. No. 6/152 of Tardeo Division together with the messuages tenement or building thereon known as D- Block assessed by the Municipal of Bombay under D-ward No. 4400(2), Old Street Nos. 324, New Street No. 9, Mahila Patel Agiari Lane, formerly known as Chuna Bhatthi, Grant Road, in the Registration District and Sub-District of the Mumbai City and bounded as under:-

On or towards the East by: property of Sir Dinshaw Nanekji Petit Baronet:

On or towards the West by: Mahila Patel Agiari Street;

On or towards the North by: Private Road; and

On or towards the South by: property of Erachshaw Maneckji Mistry and others.

Fourthly:- ALL THAT piece or parcel of free hold land or ground situate lying and being at 6A, Jamshedji Petite Lane, Off Mahela Patel Agiary Street at Balaram Street, Grant Road, Mumbai 400007 bearing Cadastral Survey No. 17/152 of Tardeo Division admeasuring about 233.28 square meters together with the building standing thereon and known as "Rusi Mehta Building" (formerly called Ibrahim Mansion) and assessed by the Assessor and Collector of the Municipal Rates and Taxes under 'D' ward and bounded as follows that is to say,

On or towards East : By property of Meghji Pradhan,

On or towards West : By Property of Erichshaw Mistry, Ardeshir Mistry and Pestonji Mistry

On or towards North : By Open space belonging to Hamabai Mehta and others, and

On or towards South : By [45] feet wide road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT residential premises being flat bearing _____
totally admeasuring _____ **sq. meters RERA Carpet**
area on the _____ floor in the project known as “**SHREE**
SAMMET SHIKHAR HEIGHTS WING C”” being constructed
on the land more particularly described in the Schedule of
larger property hereinabove written, floor plan of which flat
is annexed and marked as Annexure ‘E’ with red color
boundary lines thereon.

THE COMMON SEAL OF)
V.M.HOMES PVT. LTD.)
Has been hereunto affixed pursuant to a)
Resolution dated _____ passed)
By Its Board of Directors authorizing)
MR. _____)
Who has signed these presents)
In token thereof)

In the presence of:

- 1.
- 2.

SIGNED SEALED AND DELIVERED)
by the withinnamed "PURCHASER/S")
MR/Miss/Mrs. _____)
(PAN NO. _____))

In the presence of:

- 1.
- 2.

RECEIPT

Received on the day and year first hereinabove written a sum of **Rs. _____/- (RUPEES _____ ONLY)** in the following manner to us on or before execution hereof as per terms and conditions of this Agreement for sale of _____ admeasuring _____ sq. meters RERA Carpet area on the _____ floor in the project known as **“SHREE SAMMET SHIKHAR HEIGHTS WING C”** constructed on the plot of land bearing C.S. No. 6/152 Balaram Street, Grant Road, 400 007

Sr. No.	Name	Amount	Date	Cheque No.	Bank Name
1	V.M. Homes Pvt. Ltd.				
	TOTAL				

We say Received
For V.M. HOMES PVT. LTD.
Through its authorised signatory

(PROMOTER)