

## AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Thane on this \_\_\_\_ day of \_\_\_\_\_ 2019.

### Between

**MESSRS. SHREE GHP HOUSING**, a partnership firm, registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 1107, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai 400072, hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being, the last surviving partner and the heirs, executors and administrators of the last surviving partner) of the First Part;

### AND

**Mr./Mrs.**\_\_\_\_\_, **Pan No.**\_\_\_\_\_,  
**Age:**\_\_\_\_\_,**Occupation:**\_\_\_\_\_,and **Mrs.**\_\_\_\_\_,  
**Pan No.**\_\_\_\_\_, **Age:**\_\_\_\_\_, **Occupation:**\_\_\_\_\_, residing at /  
 having his / her /their / its address at \_\_\_\_\_  
 \_\_\_\_\_, hereinafter referred to as the  
**‘Allottee/s’**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an **Individual** or individuals his, her or their respective heirs, executors, administrators and permitted assigns/in the case

of a **Body Corporate** successors and permitted assigns/in the case of **Partnership Firm**, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns/ in case of a **Hindu Undivided Family**, the Karta and the members for the time being and from time to time of the coparcenary and the survivors or survivor them and the heirs, executors and administrators of the last survivor of them and his, her of their permitted assigns/ in the case of a **Trust**, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns) of the Second Part;

**AND**

(i) **MR. MILIND BHAGVAT**, Indian Inhabitant, aged 58 years, Pan No.AGHPB7931L, and (ii) **MR. PATHIK MILIND BHAGVAT**, Indian Inhabitant, aged 26 years, Pan No.BEQPB9736M, both having their permanent address at 1501/02 Carlyle, Raheja Gardens, Off L. B. S Marg, Thane (West) – 400064, hereinafter referred to as the “**Owners/Confirming Party**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrator/s, legal representatives and/or assigns) of the Third Part;

WHEREAS the Owners/Confirming Party are absolute and exclusive Owners of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land bearing Tika No.5, CTS No.28, admeasuring 3,508.4 square meters and Tika No.5, CTS No.36 admeasuring 150.50 square meters, collectively admeasuring 3,658.9 square meters, situate, lying and being at Kharkarli, Thane 400 601, hereinafter referred to as the “**said larger property**”.

AND WHEREAS the Owners/Confirming Party are in possession of a portion admeasuring 2238.50 square meters out of the said larger property, hereinafter referred to as the “**said property**” and the balance area of the said larger property is in possession of third parties. The said property is more particularly described in the **SCHEDULE I** hereunder written and shown delineated by a red coloured boundary line, on the plan annexed hereto and marked as **Annexure “A”**.

AND WHEREAS previously, structures in the form of a bungalow comprising of ground plus two upper floors and a small house stood on the said property, which structures have been demolished by the Owners/Confirming Party at their own costs and the said property is now lying vacant.

AND WHEREAS the Owners/Confirming Party being seized and possessed of and well and sufficiently entitled to the said property as owners thereof have a clear and marketable title to the said property, free from all encumbrances, claims, disputes, demands and doubts.

AND WHEREAS the Property Register Card in respect of (i) Tika No.5, CTS No.28 shows the name of the Owners/Confirming Party as the joint owners therein, and (ii) Tika No.5, CTS No.36 shows the name of Mr. Pathik Milind Bhagvat as the owner therein. The copies of property card extract are annexed herewith and marked as **Annexure “B”**.

AND WHEREAS at the relevant time, the Owners/Confirming Party made an application to the Thane Municipal Corporation, hereinafter referred to as the “**TMC**”, through their architect **M/s. 10 Folds Architects & Consultants** on 18<sup>th</sup> August 2018 to carry out development work on the said property pursuant to which the TMC granted the development permission certificate dated September 11, 2018 bearing V.P. No.S02/0240/18/TMC/TDD/2795/18 in favour of the Owners/Confirming Party to construct Ground (part) + Stilt (part) + 1 to 7 floors upon the said property, hereinafter referred to as the “said previously approved plan”.

AND WHEREAS the Promoter herein is a partnership firm, registered under the provisions of the Indian Partnership Act, 1932 and upon various representations made by the Promoter to the Owners/Confirming Party, the Owners/Confirming Party executed in favour of Promoter herein a registered Development Agreement dated 24/07/2019, which is duly registered under serial no. TNN-5/12843/2019 (“**Development Agreement**”) and there under appointed the Promoter herein as the Promoter of the said property. The Owners/Confirming Party also executed a registered Power of Attorney of the even date in favour of the Promoter, which is also registered under serial no. TNN-5/12845/2019 and there under conferred upon the Promoter herein all the powers of development including the power of allotment and alienation of available commercial and/or residential premises those may be available in the said building to be erected on the said property.

AND WHEREAS as per the said Development Agreement the Owners/Confirming Party shall be entitled free of cost on ownership basis to 39.62% of the total carpet area in respect of residential flats and 50% of the total carpet area in respect of commercial units on the ground floor of the said building to be erected on the said property along with their respective flower beds, niches, decks, dry balcony, architectural projection, elevation

projection, refuge area, as approved by the TMC, Parking space and all other amenities connected thereto which shall be provided and handed over by the Promoter to the Owners/Confirming Party or their assigns, without any costs. The Promoter shall be entitled to 60.38% of the carpet area in respect of residential flats and 50% of the carpet area in respect of commercial units on the ground floor of the said building to be erected on the said property along with their respective flower beds, niches, decks, dry balcony, architectural projection, elevation projection, refuge area, as approved by the TMC. In the said Development Agreement, the Owner's area and Developer's area are respectively defined, earmarked and distributed. Accordingly, the Promoter is entitled to the Developer's area in the form of residential flats and commercial units and for sale, transfer and alienation thereof and for receiving and appropriating to itself all the monies receivable from such sale, transfer, alienation, etc. In the same manner the Owners/Confirming Party are entitled to Owners' area in the form of residential flats and commercial units and for sale, transfer and alienation thereof and for receiving and appropriating to itself all the monies receivable from such sale, transfer, alienation, etc.

AND WHEREAS pursuant to said Development Agreement and Power of Attorney and as agreed therein the Promoter/Owners/Confirming Party submitted revised plan for approval to TMC. After due scrutiny TMC approved the said revised plan and issued revised commencement certificate dated 11/09/2018 bearing no. V.P.No. S02/0240/18/TMC/TDD/2795/18, hereinafter referred to as '**said presently approved plan**' The copy of said presently approved plan together with revised commencement certificate are annexed herewith and marked as **ANNEXURE 'A'**.

AND WHEREAS Promoter has undertaken the development upon said property in accordance with said presently approved plan and in terms of said Development Agreement.

AND WHEREAS under the provisions of Real Estate Regulation Act, 2016 read with the Rules as applicable to Maharashtra ('**RERA**'), it is a requirement that every new real estate project is to be registered with the Regulatory Authority. The Promoter therefore under the provisions of Section 4 of RERA applied to the Regulatory Authority for registration of Real Estate Project in respect of said property, which is hereinafter referred to as '**Said Real Estate Project**' as a new project. After due scrutiny of said application, the Authority under RERA granted registration under Section 5 and provided Registration no. \_\_\_\_\_, and Login ID no. \_\_\_\_\_. The Authority has also created a Web page in respect of the said real estate project upon its Website [www.maharera.mahain](http://www.maharera.mahain). Thus, Promoter has duly complied with provisions of RERA and

as such are now entitled to sell and allot apartments & covered parking spaces to the prospective Allottee/s in compliance with the provisions of RERA save and except the premises/apartments agreed to be allotted to the Owners/Confirming Party as per the said Development Agreement.

AND WHEREAS the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawing of the said building and also appointed said **M/s. Archetype Consultant (I) Pvt. Ltd.** as the Architect for the said Real Estate Project. The Promoter accepts the professional supervisor of the Architect and the structural engineer till the completion of the building/s.

AND WHEREAS by virtue of what has been stated in the above recitals, the Promoter alone has sole and exclusive right to sell its area comprising of residential apartments and commercial units to be situated in the said building to be constructed by the Promoter upon the said property and to enter into agreement/s with Allottee/s of the apartment/s and to receive the sale price in respect thereof.

AND WHEREAS the Promoter/Owners have also obtained title certificate dated 24/05/2018 from its Advocate Sanjay Shriram Borkar in respect of the said property and the copy thereof is annexed herewith and marked as **ANNEXURE 'C'**;

AND WHEREAS the Allottee/s came to know about the said Real Estate Project constructed upon the said property by Promoter. The Allottee/s then satisfied himself/herself/themselves/itself with the disclosures made by the Promoter while applying for registration with the authority under RERA by specifically accessing to the website of RERA and also read the details uploaded upon said web page of Promoter created by the authority about said Real Estate Project. The Allottee/s also personally examined and inspected said presently approved plans, as disclosed on site as well on the said web site of said Authority under RERA. After knowing all the details of the said Real Estate Project, the Allottee/s being interested in purchasing an apartment/shop/office in the said Real Estate Project, an apartment/shop/office bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. carpet area, plus \_\_\_\_\_sq. ft. balcony/cupboard/dry yard/open terrace as per the said presently approved plan, to be situated on the \_\_\_\_ floor of said building known as **"AURUM"**, hereinafter referred to as **'said apartment'**, which is more particularly described in **SCHEDULE-II** hereunder written and shown in the floor plan [●] annexed hereto and marked as **Annexure "A"**.

AND WHEREAS the carpet area of the said apartment as stated above and carpet means the net usable floor area of an apartment, excluding the area covered by the external walls,

area under service shafts, exclusive balcony/terrace/appurtenant to the said apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Promoter has as aforesaid disclosed to the Allottee/s required information about its title to the said property and furnished the copies of all aforesaid documents in compliance of the relevant provisions of RERA. The Parties hereto have/had discussions and negotiations and after such discussions and negotiations, Promoter has agreed to allot on ownership basis, above stated said Apartment as per the presently approved plan in the said building to the Allottee/s for a purchase price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and also agreed to allot the mechanical parking. Thus, the total aggregate consideration amount for the said apartment including car parking space is Rs. \_\_\_\_\_/-. Before execution hereof, the Allottee/s has/have paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the part payment of the said price and agreed to pay the balance of the said price in the manner hereinafter appearing. subject to the terms and conditions stated therein and in accordance with the terms and conditions as stated out in this agreement.

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and 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.

AND WHEREAS under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said apartment with the Allottee/s, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

AND WHEREAS the said apartment which is forming subject matter of this agreement is forming part of Developer's area as defined in the said Development Agreement and as such Promoter is fully entitled to allot and transfer the same to the Allottee/s herein. The Owners/Confirming Party are also joined as a party to this agreement to confirm the allotment of said apartment by the Promoter to the Allottee/s herein and in view of specific provision contained in the said Development Agreement in that regard.

AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said apartment and said mechanical parking space.

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

**1) PROMOTER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:-**

- 1.1) The Promoter shall construct the said building, consisting of Ground, Shop & 14 upper floors on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority vide said presently approved plan under VP No. \_\_\_\_\_ dated \_\_\_\_\_ and commencement certificate bearing no. \_\_\_\_\_. Pursuant to that, Promoter has started the construction of said building in accordance with said presently approved plan. The copies whereof are annexed herewith and marked as **ANNEXURE 'A'**.
- 1.2) The Promoter has specifically disclosed to the Allottee/s and the Allottee/s has/have accepted that during the course of construction of said building in order to avail the balance FSI/DR/TDR and/or any further FSI benefits that shall become available under DC rules and or by way of amendment to the DC rules, Promoter shall submit further revised plan to the Thane Municipal Corporation (“**Corporation**”) for seeking revised approval. In such revised plan/s Promoter/Owners shall contemplate additions/alterations to the said building which is being constructed on the said property. After revised approval is secured from the Corporation, a copy thereof shall be supplied to Allottee at the time of handing over possession of said apartment. The Allottee doth hereby give his/her/their informed consent for such additions/alterations to be made in the structure of the said building and or for causing revision and amendment to the said presently approved plan. The Allottee agrees and accepts that the Promoter under the said Development Agreement is entitled to all development potentiality including but not limited to FSI/DR/TDR, premium FSI etc. and is entitled to use and utilize such FSI/DR/TDR etc. in the construction of said building in terms of said Development Agreement. The Allottee therefore undertakes and assures the Promoter that he/she/they shall not raise any obstruction or objection to the Promoter’s right of utilization of said FSI/TDR/DR etc and in fact give his/her/their informed consent for such utilization by the Promoter any time till the completion of the development in terms of said Development

Agreement. The consent as mentioned above shall be construed as the consent given by the Allottee under Section 14 of RERA.

2) ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION:-

- 2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell the said apartment to the Allottee/s for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) including the proportionate price of the common areas and facilities appurtenant to the said apartment, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the ANNEXURE '\_\_\_\_' annexed herewith.
- 2.2) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell the said mechanical parking space to the Allottee/s for the consideration of Rs. \_\_\_\_\_/-.
- 2.3) The purchase price of the said apartment as mentioned above, is determined on the basis of above referred carpet area of the said apartment which the Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.
- 2.4) The Allottee/s has/have paid on or before execution of this agreement a sum of

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rs. _____/- (Rupees _____ Only) being exceeding 10% of the total consideration) as earnest money.                                                              |
| Rs. _____/- (Rupees _____ Only) being equivalent to 15% of the aggregate consideration, after the execution of this agreement and against registration hereof. |
| Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on or before completion of plinth.                                      |
| Rs. _____/- (Rupees _____ Only) being equivalent to 10% of the aggregate consideration, on completion of 3rd Slab                                              |
| Rs. _____/- (Rupees _____ Only) being equivalent to 10% of the aggregate consideration, on completion of 6th Slab.                                             |
| Rs. _____/- (Rupees _____ Only) being equivalent to 10% of the aggregate consideration, on completion of 9th Slab.                                             |

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| Rs. _____/- (Rupees _____ Only) being equivalent to 10% of the aggregate consideration, on completion of 12th Slab                                                                                                |
| Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on completion of the walls, internal plaster, flooring, doors and windows of the said apartment.                           |
| Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said apartment.       |
| Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on completion of the external plumbing & external plaster, elevation, terraces with waterproofing of the said building.    |
| Rs. _____/- (Rupees _____ Only) being equivalent to 10% of the aggregate consideration, on completion of lifts, water pumps, electrical fittings, entrance lobby/s, Plinth Protection, Paving of areas appertain. |
| Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, at time of possession.                                                                                                     |

- 2.5) The total price/consideration as mentioned in above is excluding all taxes/levies such as GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction / development of said Real Estate Project upon said Property by the Promoter. Irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said apartment.
- 2.6) The total price/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/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or

levies are paid by the Allottee/s to the Promoter, he/she/they/it shall not be entitled to the possession of the said apartment.

- 2.7) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 2.8) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/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. 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 make necessary adjustment of the payments in the last installment which becomes due and payable at the time of possession. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand that from the Allottee/s at the time of delivery of possession. All these monetary adjustments shall be made at the same rate per square feet as agreed & mentioned in Clause 2.4 of this Agreement. In case under above stated monetary adjustment, Allottee/s becomes liable for payment/price for any increase in any carpet area then unless such amount/payment is made by the Allottee/s to the Promoter, he/she/they/it shall not be entitled to the possession of the said apartment.
- 2.9) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any other manner.
- 2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.4 above as per the respective installment and as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s

mentioned in this agreement as well as by email on Allottee/s's email address \_\_\_\_\_. Alongwith said demand letter Promoter shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. The said certificate shall be conclusive proof about completion of such stage. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall be entitled to take all such legal steps for breach of contract as contemplated under the provisions of the Indian Contract Act, 1872. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest on all delayed payments as specified under the provisions of Rera on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

### **3) ADERANCE TO SANCTION PLAN:-**

- 3.1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said apartment to the Allottee/s, obtain from the said Corporation occupation and/or completion certificates in respect of the said apartment.

### **4) TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:-**

- 4.1) Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Real Estate Project and handing over the said apartment to the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and shall meet and comply with the other obligations under this agreement subject to the simultaneous completion of construction by the Promoter.

### **5) DISCLOURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:-**

5.1) The Promoter hereby declares that the Floor Space Index available as on date in respect of said property including TDR, premium FSI, DR, etc. Out of that as on today \_\_\_\_\_ sq. meters built up FSI is consumed out of which \_\_\_\_\_ sq. meters is the TDR and \_\_\_\_\_ sq. meters is the TDR/Premium FSI. Thus, total development potentiality is not yet fully consumed.

**6) DISCLOURE ABOUT PENDING LITIGATION, IF ANY:-**

6.1) At present no litigation is pending in any Court of Law in respect of said real estate project.

**7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:-**

- 7.1) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and handing over the said apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intent to withdraw from the said Real Estate Project, interest as payable under the provisions of RERA. The Allottee/s agree/s to pay to the Promoter, interest as payable under the provisions of RERA, on all the delayed payment/s which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- 7.2) Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

**Provided that**, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

**Provided further that**, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to

the Promoter) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then, have been paid by the Allottee/s. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third party allotment of the said apartment by the Promoter.

- 7.3) The liquidated damages shall include a) 5% of the amount of total consideration value, b) interest on any over dues payment, c) brokerage paid to channel partners/brokers, if any, d) administrative charges as per Promoter's policy, e) all taxes paid by the Promoter to all authorities in respect of allotment of said apartment to the Allottee/s, f) amount of stamp duty and registration charges which shall be payable on the deed of cancellation of this agreement, g) any other taxes which are currently applicable or may be applicable in future in respect of transaction recorded in this agreement. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the deed of cancellation with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the said apartment and the said mechanical parking space to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said apartment and/or the said mechanical parking space and/or the said Real Estate Project and/or the said property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in

any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- 7.4) In the event, the Allottee/s intends to terminate this agreement, then the Allottee/s shall give a prior written notice (“**Notice**”) of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

#### 8) AMENITIES AND FIXTURE:-

- 8.1) The Promoter shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in **ANNEXURE ' \_\_\_\_ '** annexed hereto.

#### 9) POSSESSION DATE:-

- 9.1) The Promoter shall give possession of the said apartment to the Allottee/s on or before \_\_\_\_\_. If the Promoter fails or neglects to give possession of the said apartment to the Allottee/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the said apartment with interest as payable under the provisions of RERA from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, subject to Allottee/s simultaneously executing a registered deed of cancellation, inter-alia, cancelling this agreement.

**Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said apartment on the aforesaid date, if the completion of building in which the said apartment is to be situated is delayed on account of –

- a) non-availability of steel, other building material, water or electric supply;
- b) war, civil commotion or act of God;
- c) any notice, order, rule, notification of the Government and/or other public or competent authority.

- d) any order of stay/injunction from any court of law, tribunal or any other judicial or quasi-judicial body.
- e) due to delay caused or committed by the said Corporation in issuing occupation certificate, etc. and/or delay caused and/or committed by any other competent authorities in respect of issuance of any applicable NOC's, permissions, etc. which are required to be obtained or issued for or before the issuance of occupation certificate.

#### **10) PROCEDURE FOR TAKING POSSESSION:-**

- 10.1) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situate.
- 10.2) The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the said apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.
- 10.3) **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT:-** Upon receiving a written intimation from the Promoter as per clause (10.1), the Allottee/s shall take possession of the said apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

- 10.4) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said apartment or the building in which the said apartment is situated or any defect 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/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under RERA. Notwithstanding anything contained herein above, the Allottee/s doth hereby admit/s and accept/s that the Promoter has disclosed to him/her/them about various guarantees and warranties taken from and or given by the suppliers of services, articles and fixtures along with details of their contact numbers. In the circumstances, in case of accruing of any defect in said fixtures, goods or services, the Allottee/s shall be required to firstly contact the said service provider and to get rectified the defects from them under guarantees and warranties. The Allottee/s understand/s that the Promoter has taken all precaution in respect of workmanship, quality of fixtures, and provision of services and have also ensured as stated above, the requisite minimum years of guarantee/warranty. In the circumstances, Allottee/s shall be under obligation to exhaust and utilize the said guarantee/warranty for requisite rectification and shall not unnecessarily require the Promoter for rectification of defects. The Allottee/s also accept/s and understand/s that for said guarantee/warranty, the Promoter has already incurred requisite costs so as to assure the Allottee/s requisite protection for the said period of five years against defect liability.
- 10.5) Notwithstanding anything contained in clause (10.4) above the Allottee/s doth hereby admit and accept that he/she/they shall not be entitled to seek the rectification within 5 years as provided in clause (10.4) from the Promoter and/or at the cost of Promoter, if such defects occur a) due to carrying out any structural additions or alterations or internal changes by the Allottee/s in and over the said apartment and or b) due to causing of any damage to the fixtures/services provided to the said apartment by the acts and/or omissions on the part of the Allottee/s and/or anybody claiming through or under him/her/them as the case may be and/or c) due to any man handling and/or any misuse of the said apartment and/or of the said amenities, fixtures, etc. and/or d) due to carrying out renovation/additions or alterations/structural/internal changes by any other Allottee/s within

his/her/their respective apartment and thereby causing of any damage by them to the said building or any part thereof as the case may be.

- 10.6) That it shall be the responsibility of the Allottee/s to maintain his/her/their apartment in a proper manner and take all due care needed including but not limited to fill the joints in the tiles in his/her/their apartment regularly with white cement/epoxy to prevent water seepage.
- 10.7) That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the apartment/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 10.8) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Provider/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

#### **11) USER OF APARTMENT:-**

- 11.1) The Allottee/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residential/commercial for shops, , etc. as the case may be and as may be permissible as per the said presently approved plans. Allottee/s shall use the said mechanical parking space only for purpose of keeping or parking his/her/their owned vehicle.

#### **12) PROCEDURE FOR FORMATION OF CO-OPERATIVE SOCIETY OF THE APARTMENT/ALLOTTEE/S OF THE SAID BUILDING :-**

- 12.1) The Promoter shall within 3 months from date on which 51% of total numbers of Allottee/s have booked apartment, shall take steps for formation of Co-operative Housing Society under Maharashtra Co-operative Housing Society Act subject to condition that:-
  - a) The said all 51% Allottee/s as on that date (i.e. as on the date of making application to the concerned Registrar of Co-Operative Housing Society) has/have paid the amounts that may be due on that day by adhering to

payment plan & without committing any default of their other obligations under their respective agreements.

- b) The booking/allotment of said 51% as on that date (i.e. as on the date of making application to the concerned Registrar of Co-Operative Housing Society) has/have not been cancelled and/or terminated and/or as on that date such bookings have all remained valid, in subsistence and in force.
  - c) the amounts mentioned in clause 12.1 (a) & (b) for formation and registration of society and for share money, application fees etc. are paid by all such 51% Allottee/s;
  - d) no default/ delay/negligence is committed by anyone, out of said 51% Allottees in completing formalities for making application for registration including giving signature and furnishing other details/ documents etc. required for registration and membership of such society;
- 12.2) As soon as such 51% Allottees who complies with aforesaid conditions, have booked their respective apartment, the Promoter shall inform to such Allottee/s about making of requisite application for registration and call upon him/her/them to sign and execute the application for registration and/or membership and other papers and documents necessary for formation and registration of society. The Allottee/s know/s and understand/s that unless said formalities are completed and complied with by all such eligible 51% Allottee/s, application for membership cannot be made. In the circumstances, the time that shall be required for completion of such formalities by all such eligible 51% Allottee/s shall be excluded from the aforesaid period of 3 months.

### **13) STIPULATION OF TIME AND MANNER IN WHICH TITLE TO BE CONVEYED UNDER SECTION 17 OF RERA:-**

- 13.1) It is specifically agreed upon between the Promoter and the Allottee/s that by virtue of this clause they are stipulating the period for conveying the said property and the building to the said society. Accordingly, it is agreed that after formation of the Co-operative housing Society as stated in clauses 12.1 and 12.2 above, the Promoter shall carry on and complete the construction of the said building in which the Allottee/s has/have agreed to purchase and acquire the said apartment. During that course of time, Promoter may allot balance 49% apartments to the prospective Allottee/s and may enter into with them respective agreement for sale. After completion of the said building, Promoter shall make application for obtaining Occupation

Certificate to the Corporation. As soon as all the unsold apartments are sold and after receipt and realization of the entire purchase price and other amounts from all the apartment purchasers and/or within 3 months from the date of receipt of occupation certificate from Corporation whichever is later, the Promoter shall cause to be transferred in favour of the said society which shall be formed in terms of clauses 12.1 and 12.2 above, the said building as per the provisions of RERA. It is hereby clarified that the obligation to convey the said building in favour of the said society shall be of the Owners/Confirming Party.

- 13.2) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said apartment) of outgoings in respect of the said property and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the society is formed and the said property and the said building/s is/are transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter in its sole discretion. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.\_\_\_\_\_/ - per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said property and the said building/s is executed in favour of the society as aforesaid. On such conveyance being executed the amounts so collected towards monthly contribution shall after deducting there from all expenses incurred till date of conveyance in respect of the maintenance of the said property, building, taxes, cess, whatever balance amount shall be lying with the Promoter shall be handed over to the said society without any interests. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the

part of the Allottee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and particularly in clause 7 above.

**14) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:-**

14.1) The Allottee/s shall on or before delivery of possession of the said apartment pay to the Promoter, the following amounts:-

- a) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) for share money, application entrance fee of the society.
- b) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) for formation, registration & legal cost of the society.
- c) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) for proportionate share of taxes and other charges/levies in respect of the society.
- d) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) towards \_\_\_\_ months advance towards provisional monthly contribution towards outgoings of said apartment/building/society.
- e) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) towards being the proportionate costs and expenses which shall be required to be incurred for facilitating various services such as water, electricity, pipe gas connection, telephone connection, cable net connection internet connection and/or such other utility services as may be made available to the said layout.
- f) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) for deposits of electrical receiving and sub-station provided in layout.
- g) Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) towards layout maintenance expenses/fund.

14.2) The Promoters shall provide expenses details only in connection of maintenance related amounts of building maintenance as per clause 14.1(d) at the time of handing over the charge of the building to the society and shall not provide expenses details for any other head.

**15) PROMOTER OBLIGATIONS FOR FACILITATING UTILITY SERVICES:-**

15.1) The Allottee/s agree and accept that even though the Promoter shall be facilitating and making arrangement for various utility services as mentioned in clause 14 (e) above, the Promoter shall not be responsible for non-supply or interrupted or defective supply of such services by the concerned competent authorities/institutions. The Allottee/s is/are accept/s and understand/s that since Promoter is not the service provider of the said

utility services, they cannot be held responsible for non-supply or interrupted supply and/or defective supply as the case may be of the said services.

**16) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:-**

16.1) SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s and/or to society for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 14 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said apartment.

**17) OBLIGATION TO PAY PROPORTIONATE SHARE IN STAMP DUTY AND OTHER CHARGES IN RESPECT OF DEED OF CONVEYANCE:-**

17.1) At the time of registration of conveyance of the said building, the Allottee/s shall pay to the society, the Allottee/s' share of stamp duty and registration charges payable, by the said society on such conveyance or any document or instrument of transfer in respect of the said building. At the time of registration of conveyance of the said property, the Allottee/s shall pay to the society, the Allottee/s' respective share of stamp duty and registration charges payable, by the said society on such conveyance or any document or instrument of transfer in respect of the said property to be executed in favour of the said society. It is hereby clarified that the obligation to convey the said building and the said property in favour of the said society shall be of the Owners/Confirming Party, as per the Development Agreement.

17.2) The promoter shall not be liable to pay or incur any expenses or share-in any expenses towards stamp duty, registration and other legal cost pertaining to said deeds of conveyance as stated in clause 17.1 above.

**18) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- a) The Promoter has clear and marketable title with respect of development of the said property, in terms of said Development Agreement and Power of Attorney and subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA;
- b) Promoter has requisite rights to carry out development upon the said property and also have actual, legal and physical possession of the said Real

Estate Project for implementation of the development upon the said property in the manner stated in said Development Agreement.

- c) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said building and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the said building;
- d) There are no encumbrances upon the said property or the said building except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- e) There are no litigations pending before any Court of law with respect to the said building;
- f) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said apartment and/or said mechanical parking space, may prejudicially be affected;
- g) 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 said property, including the said building and the said apartment which will, in any manner, affect the rights of Allottee/s under this agreement;
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;
- i) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said building to the competent authorities till completion of said building and or till execution of respective conveyance in respect of the said building as stated in clause 13.1 above and/or till handing over possession of said apartment to Allottee/s, whichever is earlier.
- j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property and/or any part thereof) has been received or served upon the Promoter in respect of the said property and/or the said building except those disclosed in the title report.

**19) WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:-**

19.1. The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the said apartment may come, hereby covenants with the Promoter as follows :-

- a. To maintain the said apartment at the own cost of the Allottee/s in good and tenantable repair and condition from the date the possession of the said apartment is taken and shall not do or suffer to be done anything in or to the building in which the said apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said apartment is situated and the said apartment itself or any part thereof without the consent of the Promoter/Society/local authorities, if required.
- b. Not to store in the said apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said apartment is situated, including entrances of the building in which the said apartment is situated and in case any damage is caused to the building in which the said apartment is situated or the said apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c. To carry out at his/her/their own cost all internal repairs to the said apartment and maintain the said apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said apartment is situated or the said apartment which may be contrary to the rules and regulations and bye-laws of the society/concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the society/ concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said apartment or any part thereof, nor at any time make or cause to be made any addition or

alteration of whatever nature in or to the said apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said apartment is situated and shall keep the portion, sewers, drains and pipes in the said apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said apartment without the prior written permission of the Promoter and/or the Society.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the said property and the building in which the said apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement and or as may be demanded by the concerned local authority or government or water, electricity or any other service providers in connection to the building in which the said apartment is situated and or in respect of said apartment.
- h. 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 said apartment by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- i. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the said apartment until all the dues payable by the Allottee/s to the Promoter under this agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter for such transfer, assign or part with the interest, etc.

- j. The Allottee/s shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said apartments therein and/or for any other reasons and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. The Promoter shall be entitled to put hoarding/boards of their brand name, in the form of Neon signs, MS Letters, Vinyl & Sun Boards on the building and/or the said property and on the façade, terrace, compound wall or other part of the said building and/or the said property. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/signs.
- l. Till complete and full development of the said building, the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the said property or in the said building or any part thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.
- m. Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said apartment and/or benefit of this agreement to anyone else. Even after full and final payment of all such amounts, the Allottee/s shall not be entitled to transfer/agree to transfer/assign the said apartment and/or his/her/their interest in the said apartment and/or benefit of this agreement to anyone else unless the written consent of the Promoter is obtained. While giving written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses,

such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA. Upon the execution of conveyance of said building in the manner stated elsewhere in this agreement, the said society shall become entitled as per law to demand such transfer charges.

- n. The Allottee/s and/or the persons to whom the said apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining apartments in the said building.
- o. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said apartment, agreed to be purchased by the Allottee/s.
- p. Without prejudice, to the rights of the Promoter under RERA and/or any other act, the Promoter shall be entitled to take action against the Allottee/s including terminating this agreement and entering upon the said apartment and resuming possession of the said apartment **IF** the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if it remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally.
- q. The Promoter shall be entitled to sell, transfer and/or agreed to sell/transfer all the other Apartments and also agreed to allot parking areas, open spaces etc. situated or to be situated in the said building/s and/or upon any portion of the said property to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/units/parking spaces/open space etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.
- r. In case of acquisition or requisition of the said property and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority, the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

- s. Not to relocate brick walls onto any location which does not have a beam to support the brick wall.
- t. Not to change the location of the plumbing or electrical lines (except internal extensions).
- u. Not to change the location of the wet/waterproofed areas.
- v. Not to make any alteration in the elevation and outside color scheme of the building.
- w. Not to put any wire, pipe, grill, plant, outside the windows of the said apartment inter alia to dry any clothes or put any articles outside the said apartment or the windows of the said apartment or any storage in any area which is visible from the external façade of the building, save and except the utility area (if applicable).
- x. The Allottee/s shall not allow the said apartment to be used for user different from the nature of the user that it is intended for use by the Promoter i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. no residential apartment shall be used for commercial use or use as guest house by whatsoever name.
- y. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their units or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the apartment has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regards.
- z. In the event the electric meter of the said apartment has not been installed by the date of offer of possession, the Promoter shall be obliged to provide power supply to the said apartment. The Power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Allottee/s shall pay a fixed monthly sum to the Promoter for providing this supply, which shall be made known to the Allottee/s by the Facility Management Company.
- aa. The Allottee/s agree/s and acknowledge/s that the sample apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of showcasing the apartment and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample

apartment, other than as expressly agreed by the Promoter under this agreement.

- bb. The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- cc. In the event the society has been formed but there is /are apartments in the building that are not sold by the Promoter/Owners, till such time that such unsold apartments is/are sold/ leased, the property tax for such unsold apartments shall be payable by the Promoter/Owners from the date of formation of the society.
- dd. The Allottee/s agree/s and undertake/s not to impede and/or prevent in any manner, to the best of his/her/their ability, the Promoter or its representative to enter into the building and/or said property and/or any part thereof for the purposes of showing any unsold apartments to prospective allottees or brokers and/or showing the said building to investors or other 3<sup>rd</sup> parties and/or in general for any marketing, promotional, photographic or other legitimate purpose. In case the Allottee/s directly or indirectly, breaches this undertaking, he/she/they shall be liable to pay to the Promoter an amount equal to 0.5 per cent of the total consideration of the apartment for every day from the receipt of a written notice issued by the Promoter in this regard and the Promoter shall have a lien over the said apartment for such amount till the entire payment is made by Allottee/s.
- ee. The Allottee/s agree/s and acknowledge/s that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold apartments without any consent/no-objection of any nature whatsoever in this regard and without payment of any transfer fees to the society and such allottee/s of such unsold unit/s shall deemed to be a member of the society. Where consent and/or, permission may be required from the society pursuant to applicable law (illustratively, for electricity), the allottee/s shall cause the society to issue such consents and/or permissions forthwith on request.
- ff. The Allottee/s agree/s and acknowledge/s that it shall forthwith admit any allottee/s of apartments in the building and shall forthwith issue share certificates and other necessary documents in favour of such allottees, without raising any dispute or objection to the same, and without charging/

recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the allottee/purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas and amenities and facilities at par with any other member of the society.

- gg. The Allottee/s hereto agrees and acknowledges that at the time of handover of the Society, the Promoter shall earmark certain parking spaces for use by such unsold apartments and the Allottee/s hereby agrees and shall cause the society to ensure that these car parking spaces are kept available for use by the Allottee/s of the unsold units.
- hh. Upon and after handover of the management of the building to the society, the society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- ii. The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999( FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other applicable law. The Allottee/s understand/s and agree/s that in the event of any failure on this part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter/Owner immediately and comply with necessary formalities if any under the applicable laws. The

Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

- jj. The Allottee/s is/are aware that various Allottee/s have chosen to buy apartment in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the said apartment to the Allottee/s on the premise that the Allottee/s shall conduct himself/herself/themselves in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other allottee/s in the said Real Estate Project and/or the Promoter and/or the development. Any Allottee/s who indulges in any action which does not meet such standards shall be constructed to be in default of his obligations under this agreement.
- kk. The Allottee/s undertakes to observe all other stipulations and rules which are provided herein in order to enable the building/ wing to be well maintained and enable all allottee/s to enjoy the usage of these areas as originally designed.
- ll. That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against the Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to ll' above. Any breach or violation of above covenants shall make the Allottee/s liable for action in accordance with law for breach of contract.

## **20) MAINTAINANCE OF SEPARATE ACCOUNTS:-**

- 20.1) The Promoter shall maintain three separate accounts for the sums received from the Allottee/s towards maintenance, society formation, layout maintenance, etc. viz. a) advance maintenance funds account, b) society general expenses account, and c) layout maintenance funds account. The respective funds shall be deposited in the respective account and shall be utilized for the purposes for which they have been received.

**21) RESTRICTION ON RIGHT OF ALLOTTEE/S:-**

- 21.1) Save and except the right of the Allottee/s in respect of the said apartment and said covered parking space agreed to be sold to him, the Allottee/s shall have no claim in respect of the said building (including the other apartments) and/or the said property.

**22) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

- 22.1) The Promoter agrees that after execution of this agreement it shall not of its own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said apartment. In case if any such mortgage or charge is made or created by the Promoter by itself then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s, who has taken or agreed to take such apartment.
- 22.2) In case if the Allottee/s avails the financial assistance or home loan inter-alia for purchasing and acquiring the said apartment, then in that event, the Promoter shall at the request and at the cost of Allottees, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottees shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottees alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said property shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertakes to indemnify and keep indemnified the Promoter against all loses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

**23) CONFIRMATION BY OWNERS/CONFIRMING PARTY:-**

23.1) The Owners/Confirming Party have been joined as confirming party in view of specific provision contained in clause 5.9 of the said Development Agreement. The Owners/Confirming Party confirm the allotment of said apartment by the Promoter to the Allottee/s subject to rights retained by the Owners/Confirming Party in the said Development Agreement. The Allottee/s specifically agree and accept that he/she/they/it are aware about the terms and conditions of said Development Agreement and particularly about the rights of the Owners/Confirming Party and specifically accept that Promoter herein shall be liable and responsible under RERA for compliance of all obligations which a Promoter is liable to comply with as a Promoter under RERA. The Owners/Confirming Party shall not be responsible for compliance of any obligation/s as a Promoter save and except executing deeds of conveyance of the said property and the said building in the manner stipulated herein and in the said Development Agreement.

**24) BINDING EFFECT:-**

24.1) Forwarding this agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottee/s sign and deliver this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottees fail to execute and deliver to the Promoter this agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of the said apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages, if any.

**25) ENTIRE AGREEMENT:-**

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

**26) RIGHT TO AMEND:-**

26.1) This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

**27) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:-**

27.1) 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 said Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said apartment, in case of a transfer, as the said obligations go along with the said apartment for all intents and purposes.

**28) SEVERABILITY:-**

28.1) If any provision of this agreement shall be determined to be void or unenforceable under the provisions of RERA then such provisions of the agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

**29) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

29.1) Wherever in this agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottee/s in the said Real Estate Project, the same shall be in the proportion to the carpet area of the said apartment.

**30) FURTHER ASSURANCES:-**

- 30.1) 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. All costs, expenses, charges, taxes, including stamp duty, GST, registration charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s .

**31) PLACE OF EXECUTION:-**

- 31.1) The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.
- 31.2) The Allottees 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 representative of the Promoter will attend such office and admit execution thereof. But all expenses towards stamp duty and registration, taxes, GST and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Allottees.

**32) ADDRESS FOR CORROSPONDENCE:-**

- 32.1) That all notices to be served on the Allottee/s and the Promoter and Owners/Confirming Party as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter or the Owners/Confirming Party as the case may be by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s

(Allottee/s Address)

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

M/s Promoter name

(Promoter Address)

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

Name of the Owners/Confirming Party

(Owners/Confirming Party Address)

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

It shall be the duty of the parties 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 respective parties, as the case may be.

**33) JOINT ALLOTTEE/S:-**

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

**34) STAMP DUTY AND REGISTRATION:-**

34.1) The charges towards stamp duty and registration of this agreement shall be borne by Allottee/s.

**35) DISPUTE RESOLUTION:-**

35.1) Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of RERA.

**36) GOVERNING LAW:-**

36.1) 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.

**SCHEDULE I ABOVE REFERRED TO**

**said Property**

A portion admeasuring 2238.50 sq. meters out of all that pieces and parcels of land bearing Tika No.5, CTS No.28, admeasuring 3,508.4 square meters and Tika No.5, CTS No.36 admeasuring 150.50 square meters, collectively admeasuring 3,658.9 square meters, situate, lying and being at Kharkarli, Thane, at present within the limits of the Thane Municipal Corporation and Registration District and Sub District of Thane and which is

shown in the plan at Annexure 'A' surrounded by red colour boundary line and which is bounded as under:

|                     |   |                        |
|---------------------|---|------------------------|
| On or towards East  | : | CTS no.36 and road     |
| On or towards West  | : | CTS no.26              |
| On or towards South | : | CTS no.27              |
| On or towards North | : | CTS no. 29,30,31,34,35 |

## **SCHEDULE II**

### **said apartment**

Apartment bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ sq. ft. carpet area, plus \_\_\_\_\_sq. ft. balcony as per the approved plan, to be situate on the \_\_\_\_ floor of \_\_\_\_\_ said building, which is constructed in or upon the above referred said property and which is shown in the floor plan at Annexure '\_\_\_\_' surrounded by red colour boundary line.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.**

SIGNED & DELIVERED by the  
within named **‘PROMOTER’**

**MESSRS. SHREE GHP HOUSING**

**Through its PARTNER**

**SHRI**

In the presence of

1)

2)

SIGNED & DELIVERED by the

Within named **‘ALLOTTEE/S’**

1) **MR** \_\_\_\_\_

2) \_\_\_\_\_

In the presence of

1)

2)

SIGNED & DELIVERED by the  
within named '**OWNERS/CONFIRMING PARTY**',  
**1) MR. MILIND BHAGVAT,**  
**2) MR. PATHIK MILIND BHAGVAT,**

In the presence of

1)

2)

**RECEIPT**

Received from and within named Allottees i.e.\_\_\_\_\_ an amount of  
**Rs.**\_\_\_\_\_-/(Rupees \_\_\_\_\_ Only) in the following manner towards  
consideration as mentioned in clause (2.4) above;

| Name of Account<br>Holder | Date | Amount (Rs.) | Cheque No. | Name of the<br>Bank |
|---------------------------|------|--------------|------------|---------------------|
|                           |      |              |            |                     |

Date:-

I Say Received

Rs.\_\_\_\_\_-/-

PROMOTER

Witnesses:

1)

2)

Date: \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

PROVISIONAL LETTER OF ALLOTMENT OF FLAT

**Ref:** Allotment of Flat No. \_\_\_\_\_ on the \_\_\_\_\_Floor in our project named as **“AURUM”** situated at Plot of land bearing CTS No. 28 and 36, Tika No. 5 of Village Kharkarli, Taluka Thane, Dist. Thane, Pin code – 400 601.

=====

Dear Sir/Madam,

1. We are the owners of / we have acquired the rights of development of property bearing Plot / CTS No. 28 & 36, Tika No. 5 admeasuring \_\_\_\_\_ sq. meters situated at Plot of land bearing CTS No. 28 and 36, Tika No. 5 of Village Kharkarli, Taluka Thane, Dist. Thane, Pin code – 400 601. (hereinafter referred to as the said Property).
2. We are pleased to allot you Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor admeasuring approximately \_\_\_\_\_ sq. meter carpet area (hereinafter referred to as "said Flat") in the building at and for the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) which including the proportionate price of the common areas and facilities appurtenant to the premises, for \_\_\_\_\_ car parking area to be constructed/presently under construction which is exclusive of all other Deposits, Property Development Charges, Amenity Charges, Maintenance Charges, Outgoings, Electric Meter Charges, Stamp Duty, Registration Charges, Legal Charges, Goods & Service Tax and other statutory levies, if any etc. and subject to the execution of agreement for sale of Flat. The draft copy furnished to you and subject to such changes therein as we or our advocate & solicitor deem fit.
3. At the time of booking and prior to issue of this Allotment Letter we have made available to you, the sanctioned plans, layout plans, along with specifications, approved by TMC the same are also displayed at our site office.
4. It is agreed and understood that the allotment of the said flat is only provisional.
5. The said total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) has been agreed to be paid by you to us as under:

- (i) Rs. \_\_\_\_\_/- paid by you to us as advance payment or application fee. (this amount should not exceed 10%).
  - (ii) Rs. \_\_\_\_\_/- to be paid on execution of the Agreement for Sale (this amount should not exceed 30% i.e. 10% + 20%).
  - (iii) Rs. \_\_\_\_\_/- to be paid on completion of plinth of the building. (this amount should not exceed 45% i.e. 10% + 20% + 15%).
  - (iv) Rs. \_\_\_\_\_/- to be paid on completion of slabs including podium and stilt of the building by the Purchaser to the Developers. (this amount should not exceed 70% i.e. 10% + 20% + 15% + 25%. This is to be bifurcated as per completion of each slab or on completion slab of the floor on which unit is, till completion of all slabs).
  - (v) Rs. \_\_\_\_\_/- to be paid on completion of walls, internal plaster, flooring, doors and windows (not to exceed 75%).
  - (vi) Rs. \_\_\_\_\_/- to be paid on completion of sanitary fittings, staircases, lifts, walls, lobbies, external plaster upto the floor level of said Flat/Shop/Premises (shall not exceed 85%).
  - (vii) Rs. \_\_\_\_\_/- to be paid on completion of lift, water pumps, electrical fittings, electric mechanical and all other recruitments (shall not exceed 95%).
  - (viii) Rs. \_\_\_\_\_/- being the balance to be paid against possession on or after receipt of Occupation Certificate or Completion Certificate.
6. On and after the Agreement is executed and registered if you fail to pay the agreed installments on or before its due dates, and if you fail to make the payment even after issue of legal notice of 15 days to you, if you fail to pay to us along with interest at the Bank of Baroda Marginal Cost of Lending Rate plus 2% p.a. then we shall have right to cancel allotment of the Flat to you and on such cancellation of allotment the booking amount viz; 10% shall stand forfeited, we shall refund you the balance principal amount then so far paid by you to us without interest within 45 days after deducting therefrom all the amounts which we are entitled to deduct under the provisions of Real Estate (Regulation and Development) Act 2016 and rules framed thereunder.

7. In addition to the aforesaid consideration you shall be liable to pay your share for water/electricity charges/deposits, development charges, amenity charges, corpus fund, Transfer fees, legal fees, stamp duty and registration charges as decided by us from time to time. You agree to bear proportionate share of increase in TMC premiums, if any over and above the existing one due to policy changes by TMC or planning authority or Urban Development Department as a force majeure, which is beyond our control.
8. All terms and conditions mentioned in the Agreement for Sale being prepared by our advocate & solicitor shall be binding on you and you hereby confirm that this allotment is the basis of provisional and tentative understanding of the parties.
9. Agreement for sale is being prepared at our end and it shall be executed by you within 30 days from the date we call upon you to execute. If you fail or delay in execution of the agreement for sale then this allotment letter shall stand cancelled and the amount paid by you to us shall be refunded without interest.
10. It is hereby confirmed that until the agreement is executed, you shall not have any right either or authority to assign or transfer the right under this letter, to any other person without our consent in writing. This letter does not give any right either in respect of the said premises and this is restricted only to an acknowledgement of your advance money for your proposal to purchase and/or an application for allotment of the said premises.
11. This Letter of Allotment is issued on an understanding and an assurance given by you to us that you will enter into a regular Flat Ownership Agreement for sale. We have, prior to the issuance of this allotment letter shown to you and you have taken inspection from us of all the documents of title relating to the captioned property and have satisfied yourself with regard to our title and TMC permissions (Approval of Plans, IOD/CC etc.) to the said plot and our rights therein to construct and sell. This Letter of Allotment shall automatically stand cancelled on you executing the Agreement for Sale.
12. You shall have no other right, title and interest in the said property or any part or portion thereof, save and except, in the aforesaid Flat in the said proposed Building and all benefits arising hereunder shall be restricted to the said Flat only. We shall be entitled to deal with and dispose off the rest of the premises or rights

in the property in such manner, as we may deem fit and proper and/or as permitted under the law/statue.

13. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.

Yours Sincerely,

**For SHREE GHP HOUSING**

**I Confirm the above**

Partner.

(\_\_\_\_\_)