

# ***MOHAMMED ADAM & BROS.***

GULZAR HOUSE, S.V. ROAD, MALAD (WEST) MUMBAI – 400064.  
MOB : 8291404767 E -MAIL : cts428k@gmail.com

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## **LETTER OF ALLOTMENT**

Date:-

To,

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**Sub:** Allotment of Apartment/Flat /Unit no. \_\_\_, on \_\_\_\_floor, \_\_\_ Wing in the building to be known as “\_\_\_\_\_” [“Apartment/Flat”] in the project “\_\_\_\_\_” (“Project”) at land bearing Survey no.32, 32A and 32B corresponding to CTS no.428A, 428A/1 to 20, 428B of Village Malad (North) Taluka Malad, MSD, Khajuria Tank Lane, opp. Milap Cinema, Kandivali (W), Mumbai-400 067.

**Dear Sir/Madam,**

We are pleased to inform you that we have agreed to allot you and you have agreed to acquire the Apartment/Flat No..... on the terms and conditions mentioned herein below-

The details of the allottee and the Apartment/Flat agreed to be allotted thereto are as under:

Name of Allottee (s)	
Address of Allottee (s)	
Email ID of the Allottee (s)	
Unit/Flat/Apartment No.	
Name of Building	
Floor No.	
Type of Unit	1BHK / 2BHK / 2 ½ BHK / 3 BHK
Carpet Area	..... Sq. Ft. equivalent to ..... sq. meters
Consideration Value	Rs. ...../-

### **Terms and conditions –**

1. All definitions, terms and conditions set out herein, payment and all Annexure annexed hereto shall be binding on parties hereto.
2. The sale consideration payable for the Apartment/Flat is Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) as set out in Annexure-I hereto. You shall also be liable to pay TDS, GST, VAT, and all other statutory tax & levies as applicable from time to time.
3. Apart from the price mentioned in Annexure-I hereto, you will be required to make the payment for provisional security deposits, provisional outgoings from the date of possession/occupation whichever is earlier, legal Charges, society formation charges, development charges, and share money, registration charges, stamp duty charges, taxes, maintenance charges etc.
4. We acknowledge the receipt of the sum of Rs.\_\_\_\_\_/- (rupees \_\_\_\_\_ only) being part of earnest money. The balance amount of the sale consideration shall be paid by you in accordance with the

Payment Schedule annexed as Annexure-I hereto, time being the essence of this transaction.

5. In the case of default in payment of any installment on its due date you will be liable to pay interest at the rate of 18% per annum from the stage of default till payment.
6. In the event of default in payment of any amount due and payable by you to us under this allotment letter and breach of any of the terms and conditions herein contained, we shall be entitled to our option to terminate this allotment letter. Provides always that we shall exercise the power of the termination herein before contained by giving 15 days prior notice in writing of our intention to terminate the allotment letter. Upon termination of this allotment letter we shall be at liberty to dispose off and sell the premises to such persons at such price as we may in our discretion think fit without the consent and permission from you. Provided further that upon termination of this installment paid by you under this allotment letter save and except the earnest money deposit paid on the execution hereof and after deducting the interest at the rate of 18% on default payment.
7. The detail terms and conditions of the sale, which have been discussed and agreed upon between us shall be set out in an agreement for sale which you shall execute immediately upon being called to do so. Please note that this allotment of the Apartment/Flat is subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within \_\_\_\_days upon being called to do so, failing which, we at our sole discretion reserve our right to cancel this Allotment letter and/or application form and forefeet the amounts as per the terms mentioned in Application form.
8. We alone shall be entitled to benefits of any additional or extra benefits in FSI including right to use the TDR advantage, available in respects of the building being constructed by us on the said land. You will have no right, title, interest, claim or demand of any balance

or additional FSI or use of TDR benefits that may be available in respect of the said land.

9. We will also be entitled to dispose off and/or allot the car parking space as per our own discretion and you shall have no claim/right/objection seeking any allotment of car parking space.
10. Any delay in completion due to any act of the God or act of State or force major or riots or any natural calamity or any objection of the Municipal Corporation of Greater Mumbai or other authorities or any new legislation or condition imposed by the Municipal Corporation of Greater Mumbai of Governmental authorities or for any other reason or circumstance beyond our control, you shall not be entitled to claim any damages whatsoever.
11. All letters, receipts and notice send by us to you and dispatched by regd., A.D. under postal certificate (UPC) to the address mentioned herein above shall be sufficient proof of the receipt of the same by you and shall fully and effectively discharge us, of all our obligations.
12. We hereby reserve all rights to amend the existing plans as per the requirement of Municipal Corporation of Greater Mumbai or any other competent authority and the Apartment/Flat Purchaser hereby gives his irrevocable consent for the same. Any difference arising in the area of the Apartment/Flat due to such amendment will be suitably adjusted.
13. Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment/Flat in your favour. A draft of Agreement for Sale has been uploaded on the RERA Website for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,

Yours sincerely,

For **MOHAMED ADAM & BROS**

I/We Confirm-

Authorized signatory

## **ANNEXURE-I**

(Payment schedule)

Sale consideration of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the Apartment/Flat payable in the manner mentioned herein below- -:

<b>No.</b>	<b>Amount</b>	<b>Particulars</b>
1.	Rs. _____/- (Rupees _____ only)	On issuance of allotment letter
2.	Rs. _____/- (Rupees _____ only)	On completion of plinth work; and on execution of this Agreement for Sale; The Promoter has informed to the Purchaser/s that out of above payment 20% amount of the total consideration will be appropriated as earnest money of the said Apartment/Flat.
3.	Rs. _____/- (Rupees _____ only)	On completion of 1 <sup>st</sup> slab
4.	Rs. _____/- (Rupees _____ only)	On completion of 2 <sup>nd</sup> slab
5.	Rs. _____/- (Rupees _____ only)	On completion of 3 <sup>rd</sup> slab
6.	Rs. _____/- (Rupees _____ only)	On completion of 4 <sup>th</sup> slab
7.	Rs. _____/- (Rupees _____ only)	On completion of 5 <sup>th</sup> slab
8.	Rs. _____/- (Rupees _____ only)	On completion of 6 <sup>th</sup> slab
9.	Rs. _____/- (Rupees _____ only)	On completion of 7 <sup>th</sup> slab
10.	Rs. _____/- (Rupees _____ only)	On completion of 8 <sup>th</sup> slab
11.	Rs. _____/- (Rupees _____ only)	On completion of 9 <sup>th</sup> slab

	_____ only)	
12.	Rs. _____/- (Rupees _____ only)	On completion of 10 <sup>th</sup> slab
13.	Rs. _____/- (Rupees _____ only)	On completion of 11 <sup>th</sup> slab
14.	Rs. _____/- (Rupees _____ only)	On completion of 12 <sup>th</sup> slab
15.	Rs. _____/- (Rupees _____ only)	On completion of 13 <sup>th</sup> slab
16.	Rs. _____/- (Rupees _____ only)	On starting of brick work
17.	Rs. _____/- (Rupees _____ only)	On starting of internal plaster
18.	Rs. _____/- (Rupees _____ only)	On starting of external plaster
19.	Rs. _____/- (Rupees _____ only)	On starting of compound finishing
20.	Rs. _____/- (Rupees _____ only)	On Completion of Electrical Works
21.	Rs. _____/- (Rupees _____ only)	On completion of the building against the developers offering possession of the said Apartment to the purchaser/s.

**THIS AGREEMENT** made at Mumbai this \_\_\_\_ day of \_\_\_\_\_, 2020 BETWEEN **MOHAMED ADAM & BROS.**, an Association of Person (AOP) of (1) Siraj Mohammed Haji Adam Alias Siraj Mohammed Halai (2) Ashraf Mohammed Haji Adam Alias Ashraf Mohammed Halai, (3) Abdul Sattar Haji Adam Alias Abdul Sattar Haji Adam Halai, (4) Salim Abdul Latif Halai & (5) Arif Abdul Latif Halai, all adults Indian Inhabitants, having address at Gulzar House, S.V. Road, Malad (W), Mumbai-400 064, hereinafter referred to as "**PROMOTER**" (Which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include their heirs, executors, survivors, administrators of the last such survivor his/her/their Assigns) of the ONE PART;

**AND**

\_\_\_\_\_,  
having his/her/their address for the purpose of these presents at  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,

hereinafter referred to as the "**Allotee/s**" (which expression shall unless it be repugnant to the context or meaning thereof shall in case of individuals mean and include his/her/their respective heirs, executors, administrators, successors and assigns and in case of partnership firm the partner or partners for the time being and from time to time constituting the said firm and survivors or survivor of them and the heirs, executors and administrators and assigns of last surviving partner and in case of incorporated bodies, its permitted successors and assigns) of the OTHER PART.

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

**A. Description and Rights of the Project land :**

- i) Prior to 1959 (1) Dr. Chandulal Mantilal Desai, (2) Dr. Harilal Mantilal Desai, (3) Indravadan Mantilal Desai and (4) Shri Arvind Dinkar Rao Desai, the Managing Trustees of Seva Ashram (hereinafter referred to as “the Managing Trustees of Seva Ashram”) were original owners, seized and possessed of or otherwise well and sufficiently entitled to All that piece and parcel of land adms. 4163.70 sq.mtr. or thereabouts bearing Survey no.32, 32A and 32B corresponding to CTS no.428A, 428A/1 to 20 and 428B of Village Malad (North) Taluka Malad, in the registration district and sub-district of Mumbai City and Mumbai Suburban, situate, lying and being at Khajuria Tank Lane, opp. Milap Cinema, Kandivali (W), Mumbai-400 067 (for the sake of brevity hereinafter referred to as **“the said larger property”**).
- ii) By a Conveyance dated 22<sup>nd</sup> December, 1959 duly registered with the Sub Registrar of Assurances at Bombay under Serial No. 9426/59 made and entered into between the Managing Trustees of the said Seva Ashram (therein called “the Vendors”) of the one part and Smt. Banubai Issop Suleman Parck (therein called “the Confirming party”) of the second part and Shri. Abdul Latif Adam and Shri. Mohammed Adam (therein called “the Purchasers”) of the third part, the Vendors and the Confirming party had sold, assigned, transferred and conveyed the said larger property in favour of the said Shri. Abdul Latif Adam and Shri. Mohammed Adam for the consideration and on the terms condition therein contained. Accordingly, the name of Shri. Abdul Latif Adam and Shri. Mohammed Adam was mutated as an owner and holder of the said larger property.
- iii) By an Agreement dated 4<sup>th</sup> August, 1984 made between the said Abdul Latif Haji Adam alongwith late Mohammed Adam (therein called “the Owners”) and M/s. Heena Developments (therein called “the Developers”), the said Abdul Latif Haji Adam alongwith late Mohammed Adam granted to the M/s. Heena Developments the right to develop the land admeasuring

563 Sq. yds i.e. 470.73 Sq. mtrs. being portion of the said larger property, more particularly described in the Second Schedule thereunder written by utilizing 10300 Sq. ft. built up area out of 10839.43 sq.ft as per the plan sanctioned by B.M.C. and ultimately to grant a lease of 999 years commencing from 1<sup>st</sup> August, 1985 at the yearly rent of Rs.6,000/- for the consideration and on the terms and conditions therein contained. The said M/s. Heena Developments accordingly have constructed a Building called "Aksar Kunj" and have sold flats therein on ownership basis to the flat purchasers in the said building '**Aksar Kunj**' and accordingly the flat purchasers of the said building 'Aksar Kunj' have formed the society in the name of \_\_\_\_\_ Co-operative Housing society Ltd.

- iv) On or about 4<sup>th</sup> May, 1990 the said Shri. Mohammed Adam died intestate leaving behind his widow Smt. Khatubai alias Khatijabai Mohammed Adam, daughter Smt. Sabira Mohammed Haji Adam and two sons namely Siraj Mohammed Haji Adam & Ashraf Mohammed Haji Adam as his only heirs and legal representatives entitled to his estate including his undivided right in the said larger property as per the law applicable to him at the time of his demise.
- v) Vide Deed of Release dated 7<sup>th</sup> November, 2003 duly registered with the office of sub-registrar of assurance bearing registration no.BDR-2/940/2004 the said Smt. Khatubai alias Khatijabai Mohammed Adam & Sabira Mohammed Haji Adam (being the 'Releasors' therein) and Siraj Mohammed Haji Adam & Ashraf Mohammed Haji Adam (being the 'Releasee' herein), the said Smt. Khatubai alias Khatijabai Mohammed Adam & Sabira Mohammed Haji Adam have released, transferred and assigned all their right, title and interest in the said larger property in favour of Siraj Mohammed Haji Adam & Ashraf Mohammed Haji Adam.
- vi) Vide Deed of Gift dated 4<sup>th</sup> January, 2004 duly registered with the office of sub-registrar of assurance bearing registration

no.BDR-2/1143/2004 executed between (1) Shri. Abdul Latif Adam, (2) Siraj Mohammed Haji Adam & (3) Ashraf Mohammed Haji Adam (being the 'Donors' therein) and Abdul Sattar Haji Adam (being the 'Donee' therein), the said (1) Shri. Abdul Latif Adam, (2) Siraj Mohammed Haji Adam & (3) Ashraf Mohammed Haji Adam have gifted and transferred their undivided 33.33% rights, title, and interest in the said larger property in favour of Abdul Sattar Haji Adam on the terms and conditions mentioned therein.

- vii) As per the Order dated 21.3.1986 of the Ld. District inspector of Land Records and Proposal dated 18.1.1986 of Asst. Engineer (maintenance Setback) the portion of the said larger property i.e. land adms. 460.70 sq.mtr. bearing CTS No.428-B is falls under the road setback and accordingly, the name of the MCGM was also mutated in respect of the said area in the property registered card.
- viii) Thus, in pursuance to the aforesaid order after deducting the setback area out of the said larger property, the said (1) Siraj Mohammed Haji Adam, (2) Ashraf Mohammed Haji Adam, (3) Abdul Sattar Haji Adam and (3) Shri. Abdul Latif Adam become owners and entitled to remaining area of the said larger property viz. All that piece and parcel of land adms. 3703 sq.mtr. or thereabouts bearing Survey no.32, 32A and 32B corresponding to CTS no.428A, 428A/1 to 20 of Village Malad (North) Taluka Malad, in the registration district and sub-district of Mumbai City and Mumbai Suburban, situate, lying and being at Khajuria Tank Lane, opp. Milap Cinema, Kandivali (W), Mumbai-400 067 (for the sake of brevity hereinafter referred to as the "**Said Property/Project land**") and more particularly described in the **First Schedule** hereunder written.
- ix) On or about 03.02.2012 Shri. Abdul Latif Adam expired leaving behind (i) Smt. Rehmabai Abdul Latif (widow), (ii) Salim Abdul Latif Halai (son), (iii) Arif Abdul Latif Halai (son), (iv) Safiya vali Mohd. Khandwani (daughter), (v) Shiren Yunus Kherani

(daughter) and (vi) Taslim Siraj Halai (daughter) as his only heirs and legal representatives entitled to his estate including his undivided 33.33% share, right, title and interest in the said property as per the law applicable to him at the time of his demise.

- x) Vide Deed of Release dated 7<sup>th</sup> February, 2020 duly registered with the office of sub-registrar of assurance bearing registration no.BRL-4/1718/2020 executed between (i) Smt. Rehmabai Abdul Latif, (ii) Safiya Vali Mohd. Khandwani, (iii) Shiren Yunus Kherani and (iv) Taslim Siraj Halai (being the 'Releasors' therein) and (i) Salim Abdul Latif Halai & (ii) Arif Abdul Latif Halai (being the 'Releasee' herein), the said (i) Smt. Rehmabai Abdul Latif, (ii) Safiya Vali Mohd. Khandwani, (iii) Shiren Yunus Kherani and (iv) Taslim Siraj Halai have released, transferred and assigned all their undivided right, title and interest in the said property being the legal heirs of late Shri. Abdul Latif Adam in favour of (i) Salim Abdul Latif Halai & (ii) Arif Abdul Latif Halai.
- xi) As such (1) Siraj Mohammed Haji Adam, (2) Ashraf Mohammed Haji Adam, (3) Abdul Sattar Haji Adam, (4) Salim Abdul Latif Halai and (5) Arif Abdul Latif Halai i.e. the Owners/Promoters herein become owners and seized, possessed of otherwise well sufficiently entitled to the said property as mentioned in the first schedule hereunder written.
- xii) Vide an Agreement of Association of Persons dated 20.01.2020 duly executed by and between the said (1) Siraj Mohammed Haji Adam, (2) Ashraf Mohammed Haji Adam, (3) Abdul Sattar Haji Adam, (4) Salim Abdul Latif Halai and (5) Arif Abdul Latif Halai, the parties thereto have formed an Association of Persons in the name of '**MOHAMED ADAM & BROS**' i.e. the Promoter herein duly administered w.e.f. 1.4.1965 for carrying on business of builder and developer of development of said property.

- xiii) The Promoter herein have already constructed and completed one building 'Sanjar Enclave' consisting of Ground plus 7<sup>th</sup> Part upper floors on portion of the said property for which infact the Occupation Certificate bearing no.CHE/5971/BP(WS)/AR is also been issued on 14.10.2009 by MCGM and the premises therein were already handed over to the Premises/office purchasers. Infact the Premises/office purchasers in the said building have also formed their society in the name and style of 'Sanjar Enclave Premises Co-operative Housing Society Ltd.' under the provisions of the Maharashtra Co-operative Societies Act, 1960.
- xiv) There exist another building on the portion of the said property known as 'Madina Manzil' consisting of ground plus 3 upper floors which was in use, occupation and possession of various tenants and/or occupants. The said building 'Madina Manzil' being in dilapidated and in dangerous condition, the Mumbai Municipal Corporation has issued the Notice under section 354 of the BMC Act, 1888 bearing no.RS/DO2RS/030/354-MMC ACT/RS362N01/22-11/2017 dated 22<sup>nd</sup> November, 2017 and Notice bearing No. ACRS/DO-II/OD-976/B & F dated 01<sup>st</sup> February, 2019 so as to vacate and pull down the said building and the MCGM infact through its TAC Committee have declared the said building in C-1 Category building.
- xv) Thus, the Promoter herein at present have undertaken the development/ redevelopment of the said building 'Madina Manzil' and the tenants/occupants of the said building 'Madina Manzil' have already granted their irrevocable consent for the same in favour of the Promoter herein.

#### **B. Project :**

The Promoters is desirous of and entitled to develop Project land by constructing various multi storey building/s and structure thereon. On the portion of the said property there is

an old existing building which is been an old and constructed long back and thus, the same may also require to be redevelop by demolishing the same and reconstructing the new building thereon . Therefore further building/s may be constructed touching the said building herein or any other building or an independent building or additional floors. Further, pursuant to valid permissions, sanctions and approvals as granted from time to time, the promoter herein have already constructed and completed one building 'Sanjar Enclave' consisting of Ground plus 7<sup>th</sup> Part upper floors for which infact the Occupation Certificate bearing no.CHE/5971/BP(WS)/AR is also been issued on 14.10.2009 by MCGM and the premises therein were already handed over to the flat purchasers.

As the Promoter herein is developing the said property/project land in phased wise manner and the Promoter now in present phase have proposed the building to be known as '**Fortune Heights**' consisting of apartment, tenements, dwelling Apartments and premises of all kinds, for residential, and/or any other authorized user, together with other necessary amenities and services thereto for the purpose of selling, leasing or otherwise transferring the same to the prospective Allottees, lessees and other transferees (collectively referred to as "**SAID BUILDING/PROJECT**") as per the terms, conditions, stipulation and provisions contained in the aforesaid Agreements, and Promoters are also entitled to sign and execute the necessary agreement, deeds, documents and writings with the Allottees/ transferees of the said Apartment; and out of the premises therein \_\_\_\_\_ nos. of premises are required to be handed over to the existing tenant/occupants of the said existing building on ownership basis free of cost as and by way of permanent alternate accommodation. The Promoter shall also construct

further building/s touching the said building or any other building or an independent building or additional floors.

**C. Approvals and FSI :**

- i. On the application made by the Promoters herein the Municipal Corporation of Greater Mumbai have issued Intimation of Disapproval (IOD) bearing No. CHE/A-5300/BP(WS)/AR dated 13.02.2019 in favour of the Promoters herein in respect of the said property,
- ii. The Developers herein have further obtained Commencement Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ for construction of the said building.
- iii. The promoter shall obtain the further approval and sanctions from MCGM/various authorities from time to time, in respect of the said building.

**D. Architect :** the Promoter has entered into a standard agreement with its Architects, viz \_\_\_\_\_ (hereinafter referred to as 'The Architect'), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural Engineer viz. \_\_\_\_\_ for the preparation of the structural design and drawings of the said project/ buildings, and the promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Building.

**E. Title Certificate :** Copies of the certificate of the title dated \_\_\_\_\_ issued by \_\_\_\_\_ being the Advocates and Solicitors of the promoters, and the relevant Property Cards showing the nature of the title of the project land on which the

apartments are constructed or are to be constructed have been annexed here to and marked as **Annexure A and B** respectively.

**F. Building plans / Layout plans -**

- i) authenticated copy of the plans/layout plan as approved by the concerned Local Authority have been annexed here to and marked as **Annexure C1 (approved plan)**;
- ii) Copy of typical floor plan of the Apartment agreed to be purchased by the Allottee as proposed by the Promoter have been annexed here to and marked as **Annexure C2.**(typical floor plan);
- iii) the clear block plan showing the Building which is intended to be constructed and to be sold and the said Apartment which is intended to be bought by the Allottee is in this said Building which is clearly demarcated and marked and which is for the purposes of this Agreement. The Building in which the Apartment stated that the Allottee intends to purchase and the Allottee shall have the right to claim the same for is marked as **Annexure-C3** (Approved building Plan).
- iv) Authenticated copies of the plan and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Local Authority has been annexed and marked as **Annexure-C4** (Copy of Plan approved by the Local Authority)
- v) the Promoter has got approvals from the concern local Authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approval from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building.

G. While sanctioning the said plans for the said Building, the concerned local authorities Municipal Corporation of Greater Mumbai ('MCGM), have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters as may be applicable while constructing the said building/s and upon due observance and performance of which only the Occupation Certificate and or the Building Completion Certificate in respect of the said building/s shall be granted by the concerned local Authority; However, any delay in issuing of Occupation Certificate and or Building Completion Certificate, shall not be consider as delay in Possession, since, along with the normal delay in construction, the Corporation takes its own time, similarly more so, there are various other permission by Government/Semi Government, which are received exorbitantly delayed, such delay, will also not be consider as delay in possession.

H. The Allotte/s hereby agrees that Promoters are fully authorized to utilize and consume the potential of the Project land i.e. F.S.I. as may be permissible according to building rules and regulations and as contemplated by said Development Agreement However, it is hereby specifically agreed that no further consent of the Allotte/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the Project land or any alteration or addition required by any Government authorities or due to change in law.

I. The Promoters have prior to the execution of these presents represented to the Allotte/s that the Promoters shall be consuming the entire F.S.I. or thereabouts as well as utilizing/loading additional TDR/FSI that may arise/available from the said third property, by developing and constructing thereon the said Building as per the approved plans and

permissions and sanctions granted by planning Authorities and other concerned authorities;

- J. The Promoters have prior to the execution of these presents represented to the Allottee/s and the Allottee/s are fully aware that as aforesaid on portion of the said property there is an old existing building which is been an old and constructed long back and thus, the same may also require to be redevelop by demolishing the same and reconstructing the new building thereon, and the Allottee/s has/have hereby granted their irrevocable consent for the same.
- K. The Allottee/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, amenities, etc., recited and referred to hereinabove and those contained herein;
- L. The Allottee has agreed and applied to the Promoter for purchase of the said Apartment based on going through all the conditions stated in the sanctioned plan by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.
- M. The Allottee on confirmation of accepting all the conditions of sanction plan by competent authority has further stated that if any condition that have been imposed on the said Building which are contrary to the prevalent laws/rules/ regulations under which the sanctioned plan have been given shall not be binding on the Allottee and that the Allottee shall not hold the Promoter responsible for such contrary conditions.
- N. The Allottee has independently has made himself aware of the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure-D**.

O. The Allottee has been shown the conditions of the contracts with the vendors/contractors/manufacturers and workmanship and quality standers of the product/ fittings and fixtures as agreed between the promoter and the vendor and on independently verifying the same the Allottee has now agreed to the same as conditions mentioned in this contracts and that the Allottee agrees to abide by the same failure of which shall absolve the Promoter to that extent.

P. **Project /Complex Name :** Promoters shall be developing the said Building consisting of \_\_\_\_\_ plus \_\_\_\_\_ upper floors and/or more floors to be known as "**Fortune Heights**" on forming part of **Project land** more particularly described in First Schedule hereunder written or such permissible floor/s or building/s as per the approved plan.

Q. **Inspection of documents by Allottee :** the Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottees, of all the documents of the title relating to the said project land/ Building mentioned above and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the said Act') and rules and regulations made thereunder. After the Allottee's enquiry, the promoter herein has requested to the Allottee's to carry out independent search by appointing his/ her/ their own Attorney / Advocate and to ask any queries, he/ she/ they have regarding the marketable title and rights and authorities of the promoter. The Allottees has/have satisfied himself/ herself / themselves in respect of the marketable title and rights and authorities of the Promoter herein. That the Allottee has given his specific confirmation

herein that the responsibility of the title of the said land be on the Promoter up and until the conveyance/lease of the said building/ phase/ wing and the said land there under.

**R. Registration Of Project:** The Promoter has registered a project under the provisions of the Real Estate (Regulation and Redevelopment) Act 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration number \_\_\_\_\_ have been annexed and marked as **Annexure-E**.

**S. Apartment Details :** The Allottee has applied for an Apartment in the said project vide application number \_\_\_\_\_ dated \_\_\_\_\_ for Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. Mt i.e. \_\_\_\_\_ Square Feet, Type \_\_\_\_\_ and excluding terrace area and balcony area admeasuring \_\_\_\_\_ square meter i.e. \_\_\_\_\_ square feet on \_\_\_\_\_ floor in Building to be known as **“Fortune Heights”** (hereinafter referred to as ‘**the said Apartment**’ and more particularly described in the **Second schedule** hereunder written) under construction on forming part of the project land, and pro rata share in the common areas and amenities (‘Common Areas’) as defined under clause (n) of section 2 of the Act which are more particularly described in **Third schedule** and the floor plan of the Apartment is annexed here to and marked as **Annexure- C2A** (copy of floor plan).

The carpet area of the said apartment is \_\_\_\_\_ square meters and the ‘carpet area’ means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or Verandah area and exclusive open terrace area are appurtenant to the said Apartment for exclusive use of the

Allottee, but includes the area covered by the internal partition walls of the Apartment.

- T. Part Payment Received :** Prior to the execution of this present is the Allottee has paid to the Promoter a sum of Rupees \_\_\_\_\_ only, being part payment of the sale consideration of the apartment agreed to be sold by the Promoter to the Allottee as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.
- U.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter here by agrees to sell and the Allottee here by agrees to purchase the (apartment) as specified herein.
- V.** Notwithstanding anything otherwise stated in any other document/ allotment / letter given or communicated with the Allottee anytime prior, this agreement shall be considered as the only document and its condition shall be read as the only condition valid and basis for which the said Apartment is agreed to be sold to the Allottee.
- W.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all times, 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.
- X.** That the Allottee has not given any third party rights to enforce the said agreement unless the said Apartment is transferred to them.
- Y.** Under section 13 of the said act the Promoter is required to execute a written agreement for sale of the said Apartment

with the Allottee, being in fact these presents and also to register said agreement under the Registration Act 1908. The Parties hereto and desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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

**1. CONSTRUCTION OF THE PROJECT/APARTMENT-**

The Promoter shall construct a commercial cum residential building to be known as "**Fortune Heights**" on the said property more particularly described in **First Schedule** hereunder written consisting of \_\_\_\_\_ plus \_\_\_\_\_ upper floors or more floors in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.

Provided that the Promoter shall not have to obtain and the Allottee hereby grant his/her/their/its irrevocable consent for any alterations or additions or modifications in the sanctioned plans, building plan, layout plans and specifications of the buildings or common areas of the said phase/building which are required to be made by promoter due to planning exigencies, in compliance of any direction or order etc issued by the competent authority, under any law of the state or central government for the time being in force, provided the same shall not adversely affect the apartment of the Allottee. Promoter may also make minor alterations as may be required by the Allottee.

**2. CONSIDERATIONS/PRICE OF THE SAID APARTMENT:**

**(a)**

(i) the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. Mt i.e. \_\_\_\_\_ Square Feet, Type \_\_\_\_\_ and exclusive terrace area and balcony area admeasuring \_\_\_\_\_ square meter i.e. \_\_\_\_\_ square feet on \_\_\_\_\_ floor in Building to be known as '**Fortune Heights**' (hereinafter referred to as the '**Apartment**' and more particularly described in the **Second schedule** hereunder written) being constructed on forming part of the project land as shown in the floor plan thereof hereto annexed and marked **Annexure** \_\_\_\_\_ and \_\_\_\_\_ (copy of approved plan and floor plan) for the consideration of Rs. \_\_\_\_\_/- (rupees \_\_\_\_\_ only) and pro rata share in the common areas & amenities ('Common Areas') as defined under clause (n) of section 2 of the Act to the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** herewith (the price of the apartment including the proportionate rise of the common areas and facilities should be shown separately ).

(b). The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) as advance payment or application fee or full & final payment and here by agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) in the following manner:-

1.	<u>Rs. _____ /</u>	as part earnest money deposit / booking amount on or before the execution of these presents (the payment and receipt whereof the Promoters do hereby admit and acknowledge and forever acquit, release and discharge the Allottees from the same and every part thereof).
2.	<u>Rs. _____ /</u>	on the casting of the plinth and on execution of this Agreement for Sale; The Promoter has informed to the Purchaser/s that out of above payment 20% amount of the total consideration will be appropriated as earnest money of the said Apartment/Flat of the proposed Building.
3.	<u>Rs. _____ /</u>	on the casting of the 1 <sup>st</sup> slab of the proposed Building.
4.	<u>Rs. _____ /</u>	on the casting of the 2 <sup>nd</sup> slab of the proposed Building.
5.	<u>Rs. _____ /</u>	on the casting of the 3 <sup>rd</sup> slab of the proposed Building.
6.	<u>Rs. _____ /</u>	on the casting of the 4 <sup>th</sup> slab of the proposed Building.
7.	<u>Rs. _____ /</u>	on the casting of the 5 <sup>th</sup> slab of the proposed Building.
8.	<u>Rs. _____ /</u>	on the casting of the 6 <sup>th</sup> slab of the proposed Building.
9.	<u>Rs. _____ /</u>	on the casting of the 7 <sup>th</sup> slab of the proposed Building.
10.	<u>Rs. _____ /</u>	on the casting of the 8 <sup>th</sup> slab of the proposed Building.
11.	<u>Rs. _____ /</u>	on the casting of the 9 <sup>th</sup> slab of the proposed Building.

12.	<u>Rs. _____ /</u>	on the casting of the 10 <sup>th</sup> slab of the proposed Building.
13.	<u>Rs. _____ /</u>	on the casting of the 11 <sup>th</sup> slab of the proposed Building.
14.	<u>Rs. _____ /</u>	on the casting of the 12 <sup>th</sup> slab of the proposed Building.
15.	<u>Rs. _____ /</u>	on the casting of the 13 <sup>th</sup> slab of the proposed Building.
16.	<u>Rs. _____ /</u>	On starting of brick work
17	<u>Rs. _____ /</u>	On starting of internal plaster
18.	<u>Rs. _____ /</u>	On starting of external plaster
19.	<u>Rs. _____ /</u>	On starting of compound finishing
20.	<u>Rs. _____ /</u>	On Completion of Electrical Works
21.	<u>Rs. _____ /</u>	On completion of the building offering possession of the said Apartment for fitout by the Promoters to the Allottee.

(d) It is further agreed by and between the parties that before booking / each and every payment and/or registering the Agreement for sale the Allottee shall deduct the tax deduction at source at the rate of 1% or applicable rate from the above mentioned consideration being paid to the Promoters. All the procedure in respect of Section 194IA on Tax Deducted at Source of Immovable Property shall be an obligation of the Allottee only.

(e) The total price above excludes taxes consisting of tax paid or payable by the Promoter by way of value added tax, service tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter up to the date of handing over the possession of the (Apartment/Plot).

(f) The total price is escalation-free except escalations/increases, due to increase on account of development charges payable to the competent Authority and/or 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 that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc, the Promoter shall enclose the aid notification/order/rule/regulation published/issued in that behalf to the effect along with the demand letter being issued to the Allottee , which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any up gradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

(g) The Promoter herein on due date/or on reaching aforesaid construction milestone/ stage shall intimate the amount payable as stated above in writing or by digital email, to the Allottee and the Allottee shall make payment of such due amount to the promoter within seven days from the date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

(h) The Promoter may allow, in its sole discretion, a rebate for early payment of equal installments payable by the Allottee by discounting early payments @\_\_\_\_% 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 a Allottee by the Promoter.

- (i) The Promoter shall confirm the final carpet area that has been allowed to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price table for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per square meter as agreed as per the terms of this agreement.
- (j) the Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any heads of dues against lawful understanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (k) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over

possession of the Apartment to the Allottee, obtain from the concerned local Authority occupancy and/or completion certificate in respect of the Apartment.

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

(m) **Mode Of Payment:-** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee cheque/demand draft or online payment (as applicable) in favour of **MOHAMED ADAM & BROS.** payable at Mumbai.

(n) **Interest On Unpaid Due Amount:-** Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest at the rate of 18% p.a. on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of

the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

### 3. DISCLOSURES AND DECLARATIONS:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of ..... by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ..... as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/nature of its right, title, and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s, as required by the law. The Allottee/s having acquainted

himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

#### 4. SPECIFICATIONS AND AMENITIES:

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Annexure-D** hereto. Common amenities for the project on the said land are stated in the **Third Schedule** annexed hereto. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

#### 5. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the 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 the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the

applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- (ii) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter 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 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 only.

## **6. POSSESSION OF APPARTMENT:**

- (i) The Promoter shall give possession of the Apartment to the Allottee on or before 31.12.2024. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amount already received by him in respect of the Apartment with interest at the rate of 18% p.a. from the date the Promoter received the sum till the date the amounts and interest thereon is repaid (subject to adjustment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to Promoter) by

forfeiting the booking amount, interest liabilities and also the brokerage charges (if the said Apartment purchased through broker, which brokerage already been paid by the promoter to such broker).. **Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of War, civil commotion or act of God or any calamity by nature affecting the regular development of the real estate property, any notice, order, rule, notification of the Government and/or other public or competent Authority/Court or Central Ordnance Depot (COD) or any other reservations.

- (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 for reason where actual work of the said project/ building could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the said project from the Court of Law, or Tribunal, competent authority, statutory authority, high power committee etc, or due to such circumstances as may be decided by the Authority.
- (iii) If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall

stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date (subject to adjustment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to Promoter) by forfeiting the booking amount, interest liabilities and also the brokerage charges (if the said Apartment purchased through broker, which brokerage already been paid by the promoter to such broker). After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims, etc. against the Promoter as well as in respect of the said Apartment and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees, confirms and undertakes to execute a valid deed of cancellation of the Apartment and register the same to give effect to the above termination, before making any refund. However inspite of the refund of amount either through notice or by any means by the promoter to the allottee, the allottee refused to receive the same and/or execute deed of cancellation to that effect, then in that event the present agreement shall automatically stands terminated and the allottee shall left with no right, title, interest, claim, benefit, remedy in respect of the said apartment and against the promoter in any manner.

- (iv) If the Promoter fails to abide by the time schedule for completing the project and handing over the (Apartment) to the Allottee subject to Force Majeure & subject to default by the Allottee in making payment of consideration as mentioned above, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 9% p.a. on the amounts paid

by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 18% p.a. on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- (v) Without prejudice to the right of Promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local Authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
- (vi) **Provided** that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee intimating him of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, then this Agreement shall automatically stands terminated and the allottee left with no right, title, interest, benefit, claim of whatsoever nature in respect of the said Apartment. **Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses

agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. Upon such termination the Promoter shall be absolutely entitled to deal with or disposed off the said Apartment as per their own discretion without any demure from the Allottee.

#### 7. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-

- (i) The Promoter herein is developing the said land which consists of the building having common amenities like R.G., access, sub-station etc.. The Promoter, states that the possession of the said common amenities is handed over to the Allottee on the date of allotment of the Apartment.
- (ii) That the allottees further agree that even where 'substantial completion' of works has been done and after receiving Occupation Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Promoter is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.
- (iii) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts as per standard specifications, to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure-D** annexed hereto.

## 8. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy certificate from the local/competent/ planning authority shall offer in writing to the allottees intimating that the said apartment is ready for your occupation. The Allottee/s herein shall inspect the said apartment in all prospects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/ total price and dues to the promoter as per the terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the allottee herein . The promoter agrees and undertakes to indemnify the allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the promoter. The allottee agrees (s) to pay the maintenance charges as determined by the promoter/ association of the allottee as the case may be. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the allottee shall solely responsible for the same.

### **(i) Failure of Allottee to take Possession of (Apartment):**

Upon receiving a written intimation from the Promoter as per clause above, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in Clause above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, and any other expenses and outgoing in respect of the said

apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

**(ii) Possession by the Allottee:**

After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common arrears, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

**9. COMPENSATION:**

**9.1.**

- (i) The Allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Promoter and until the conveyance of the said building and the said land thereunder.
- (ii) Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein, or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of this registration under the Act; or for any other reason; the Promoter shall be liable; on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the amount received by the Promoter after forfeiting earnest money in respect of the Apartment.

- 9.2** The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for Two consecutive demands made by the Promoter as per the Payment Plan (including his/her proportionate share of taxes levied by concerned local Authority and other outgoings), despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate of 18% p.a..

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond Two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee. **Provided** that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee intimating him of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, then this Agreement shall automatically stands terminated and the allottee left with no right, title, interest, benefit, claim, demand of whatsoever nature in respect of the said Apartment. **Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to Promoter) by deducting the booking amount, interest liabilities and also the brokerage charges (if the said Apartment purchased through broker, which brokerage already been paid by the promoter to such broker) within a

period of thirty days from the sale proceeds of the said cancelled flat/apartment only as mentioned in third schedule hereunder written, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

#### 10. DEFECT LIABILITY:

- (i) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee to received from the Promoter, compensation for such defect in the manner as provided under the Act.
- (ii) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said Apartment/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful

neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

- (iii) That it shall be the responsibility of the allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (iii) Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- (iv) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (v) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Apartment/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

#### 11. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:

- i) Considering the Promoter herein carrying on the construction of several buildings and structures in the phase wise manner as mentioned aforesaid and only after the available floor space index/transferable development right in relation to the Project land is fully consumed and utilized and further to have the maintenance of the building/s and common facilities more conveniently, there will be one or more associations of allottees/ cooperative societies and/or apex society and/or limited company or such as may be formed by prevailing local laws as may be applicable to said project, which the promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.
- ii) The Allottee along with other Allottee(s)s of the Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration coming of the Society or Association or Limited Company and for

becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(iii) The Promoter shall, within three months of registration of the Federation/Apex body of the societies are Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter and/or the owner in the project land on which the building with multiple wings or buildings are constructed OR in the event if it is not possible to form a Federation/apex body of the societies or limited company then in such event the promoter caused to be transferred jointly to all the societies of all the buildings in the said project land all the right, title and the interest of the Promoter in the project land on which the buildings with multiple wings or buildings are constructed..

## 12. CONVEYANCE OF THE SAID APARTMENT:

(i) The Promoter, on receipt of complete amount of the Price of the said Apartment under the diverse Agreements and also all other amounts as mentioned in the diverse agreements from all the Allottees, within three months of registration of the society or association or limited company, as aforesaid, cause to be transferred to the

society or limited company all the right, title and interest of the promoter in the said structure of the building or wings in which the apartment is situated.

- (ii) As the Promoter carrying on the construction of several buildings and structures in the phase wise manner as mentioned aforesaid on the Project land and there are various buildings part way constructed in the said layout who will be forming their separate societies or limited company as the case maybe, the promoter shall within 3 months of registration of federation/apex body of the societies or limited company, as aforesaid, cause to be transferred to the federation/ apex body all the right, title and interest of the promoter in the project land on which the building with multiple wings or buildings are constructed, OR in the event if it is not possible to form a Federation/apex body of the societies or limited company then in such event the promoter caused to be transferred jointly to all the societies of all the buildings in the said project land all the right, title and the interest of the Promoter in the project land on which the buildings with multiple wings or buildings are constructed. Provided that all unsold premises shall be under the absolute control of the promoter, who shall dispose of the same at such price and condition they may deem fit and proper and provided further that such purchasers shall be admitted as member by the said society.
- (iii) However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance/lease deed in his/her favour till full and final settlement of all dues and stamp duty and registration

charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

### 13. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

- (i) The Allottees/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT), GST, TDS on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002, Central Goods and Services Tax Act, 2017 and Income Tax Act as amended upto date and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.
- (ii) The Allottee/s herein is well aware that, the Central Government of India has imposed service tax, GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the

Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

- (iii) If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statue by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes, paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, assessment taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerk bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and

building/s Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred/leased to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..\_\_\_\_\_/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- (v) Notwithstanding anything content stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.
- (vi) That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water

supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

**14. DEPOSITS BY ALLOTTEE WITH PROMOTER:**

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs.

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for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body.

(ii) Rs.\_\_\_\_\_ for formation. and registration of the Society or Limited Company/ Federation/ Apex body.

(iii) Rs.\_\_\_\_\_ for proportionate share of taxes and other charges /levies in respect of the Society or Limited Company/ Federation/ Apex body.

(iv) Rs.\_\_\_\_

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for deposit towards water, electric, substation, transformer, cable, boring water supply, intercom, etc. and other utility and services connection charges and

(v) Rs.\_\_\_\_\_ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.

(vi) Rs.\_\_\_\_\_ non-refundable deposit towards development charges, infrastructure development & maintenance and other allied charges.

(vii) Rs.\_\_\_\_\_  
 non-refundable deposit towards entrance fee of Gym etc.

(viii) Rs.\_\_\_\_\_  
 non-refundable deposit towards Mahanagar Gas Pipe Line charges.

**Total Rs. \_\_\_\_\_ /- (Rupees**  
**Only)**

Further the Allottee shall also pay the Tax as applicable on above said amounts.

**15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:-

- (i) It has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite right to carry out the development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- (ii) The Promoter has lawful rights and that has it approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the project except those disclosed in the title report;
- (iv) There no litigation is pending before any court of law with respect to the project land or project except those disclosed in the title report;
- (v) All drawings, sale plans, other drawings are as given to the Promoter by the Appointed Architect, Structural

Consultants, other consultants, the Promoter has thus disclosed the same to the Allottee and the allottee is aware that the professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any harm/loss caused to the Allottee and based on the same, the Allottee has agreed to take the Apartment/apartment.

- (vi) All approvals, licenses and permits issued by the competent Authority is with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authority is with respect to the project, project land and the said building/wing shall be obtained by following due process of law and the Promoter has been and shall, or all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;
- (vii) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected'
- (viii) The Promoter has not entered into an agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said (Apartment/) which will, in any manner, affect the rights of Allottee under this agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment) to the Allottee in the manner contemplated in this agreement;

(x) At the time of the execution of the conveyance deed of the structure to the society/association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Federation/apex body of the societies or limited company/ jointly to all the societies of all the buildings in the said project land.

(xi) 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 projects to the competent Authorities;

(xii) No notice from the Government or any other local body or any local Authority or by any legislative enactment, government ordinance, order, notification [including any notice for acquisition or requisition of the Project land] has been received or served upon the Promoter in respect of the project land and/.or the project except those disclosed in the title report;

#### 16. COVENANTS AS TO USE OF SAID APARTMENT:

The Allottee/s or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby with the Covenants with the Promoters as follows:

- i. To maintain the Apartment at the Allottees own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or to make addition in or to the building in which the Apartment is situated and the Apartment

itself or any part thereof without the consent of the local Authorities, if required;

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase or common passages or any other structure of the building in which the Apartment is situated, including the entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence of default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs in 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 and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules, regulations, bye laws of the concerned local Authority or other public Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local Authority and/or any other public Authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at anytime make or cause to be made any addition or alteration whatever

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

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or the portion of the Project land and the building in which the Apartment is situated.
- vii. Pay to the promoter within 15 days of demand by the promoter, his share of security deposit demanded by the concerned local Authority or a government or giving water, electricity or any other service connection to the building in which the apartment is situated.
- viii. To use the said Apartment to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Apartment and/or any other premises/spaces in the said Building/s for the aforesaid purposes, by the respective

Allottee/s thereof. The Allottee/s shall not change the user of the said Apartment without the prior written permission of the Promoters and the concerned local authorities.

- ix. To bear and pay increases in the local taxes, water charges, insurances and such other levies, any, which are imposed by the concerned local Authority and/or government and/or any other public Authority, on account of any change of user of the Apartment by the Allottee for any purposes other than for the purposes for which it was sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part of it the possession of the apartment until all the dues payable by the Allottee to the promoter under this agreement are fully paid up and only if the Allottee/s had not guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has intimated in writing to the Promoter and has obtained its prior written consent.
- xi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex body or Federation may adopt at its inception and the additions, alterations or amendments there off that may be made from time to time for protection and maintenance of the said building and the apartments there in and for the observance and performance of the building rules, regulations and by-laws for the time being of the concerned local Authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex body/Federation regarding the occupancy and use of the apartment in the building and

shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- xi. Till a conveyance /lease of the structure of the building in which apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance/lease of the project land on which the building in which apartment is situated executed in favour of Apex body or Federation, the Allottee shall permit the promoter and their surveyors and agents, with or without the workmen and others, at all reasonable times, to enter into an upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non observance or non performance of such obligations given specifically herein to the allottee.
- xiv. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by \_\_\_\_\_ as agreed mutually.
- xv. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remaining building/s common areas etc of the remaining portion of the proposed project land unless specifically agreed and consideration

dispensed by the allottee to the Promoter in this regards.

xvi. The Allottee hereby agrees and confirms the stilts, basement and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the Promoters and all benefits thereof, will belong to the Promoters and the Promoters shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the Promoters may deem fit and the Promoters shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. therefrom up to registration of the Federation/apex body of the Societies or Limited Company.

**17. NAME OF THE PROJECT /BUILDINGS/WING/S:-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “\_\_\_\_\_” and building will be denoted by letters or name building ‘\_\_\_\_\_’ or as decided by the promoter and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

**18. ENTIRE AGREEMENT AND RIGHT TO AMEND:-**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

**19. SEPARATE ACCOUNT FOR SUMS RECEIVED:-**

- (i) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the outgoings, legal charges etc.
- (ii) Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

**20. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the Common Areas/Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of

allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/proportionately) and marked and attached as **Annexure-D**.

**21. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes , if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said Apartment and submitting the said details.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

- (i) 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 project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- (ii) That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specifically dispensed by the allottee to the promoter for the same, save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Promoter to the allottee for which consideration has been dispensed.

**23. REGISTRATION OF THIS AGREEMENT:-**

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

**24. PAYMENT OF STAMP DUTY, REGISTRATION FEE AND LEGAL CHARGES:-**

- (i) The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member.
- (ii) The Allottee shall also pay to the Promoter a sum of Rs.\_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or lease or assignment of lease.

#### 25. WAIVER NOT A LIMITATION TO ENFORCE:-

- (i) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allotees.
- (ii) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions

or of the right thereafter to enforce each and every provision.

26. Nothing contained in this agreement is intended to be nor shall be construed as a Grant, demise or assignment in law, of the said apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the apartment here by agreed to be sold to him and all open spaces, Parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building was transferred/leased to the Society/Limited Company or other body and until the project land is transferred/leased to the Apex body/Federation as hereinbefore mentioned.

**27. ADDITIONAL CONSTRUCTIONS**

The Allottee agree, undertakes and accord his consent that since there is a further FSI/TDR may be available to the promoter on the project land, the Promoter has right to make additions or to put up additional floors /structure(s) in the said building or building or anywhere in the Project with necessary permissions and sanctions to be approved and obtained by the competent authority(ies).

**28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this agreement shall not mortgage or create a charge on the apartment and if any such mortgage or charge notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken all agreed to take such (Apartment/plot).

**29. BINDING EFFECT:**

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or at the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments are due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and a secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter. If the Allottee fails to exit cute and deliver to the Promoter this agreement within 30 days from the date of its receipt by the Allottee and/or appear before the sub registrar are for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which is not rectified within 15 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

### 30. SEVERABILITY

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

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

Where ever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in project, the same shall be in proportion to the carpet and area of the (Apartment/plot) to the total carpet area of all the (Apartments/plots) in the project.

31. FURTHER ASSURANCES.

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as merely 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 pursuant to any such transaction.

32. PLACE OF EXECUTION.

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoters office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed.

33. NOTICE:

That all notices to be served on the Allottee and the Promoter as contemplated by the agreement shall be deemed to have been duly served its sent to the Allottee or the Promoter by

registered post A.D. and notified email ID/Under Certificate of posting at their respective addresses specified below.

Name of the Allottee  
( Allottee's address)

Notified email id\_\_\_\_\_

\_\_\_\_\_ Promoter name

Promoters address:

Notified email:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this agreement in the about address by registered post. If the Allottee fails to inform of his/her/their such change of address, then the correspondence posted by the promoter to the allottee shall be deemed to have been received by the Allottee.

#### 34. JOINT ALLOTTEES

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

#### 35. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be

referred to the Adjudicating Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, thereunder.

**36. GOVERNING LAW**

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

**37. PAN.** The Permanent Account Numbers of the Parties hereto are as under:

Name of the Party	PAN
Promoter	
Allottee	

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

**FIRST SCHEDULE**

(Description Of project land/Layout)

All that piece and parcel of land adms. 3703 sq.mtr. or thereabouts bearing Survey no.32, 32A and 32B corresponding to CTS no.428A, 428A/1 to 20 of Village Malad (North) Taluka Malad, in the registration district and sub-district of Mumbai City and Mumbai Suburban, situate, lying and being at Khajuria Tank Lane, opp. Milap Cinema, Kandivali (W), Mumbai-400 067 and bounded as follows:

On or towards East : By

On or towards West : By

On or towards South : By

On or towards North : By

**SECOND SCHEDULE**

(Description Of Apartment/Unit)

Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq.  
 Mt i.e. \_\_\_\_\_ Square Feet, Type \_\_\_\_\_ and  
 excluding terrace area and balcony area admeasuring \_\_\_\_\_ square  
 meter i.e. \_\_\_\_\_ square feet on \_\_\_\_\_ floor  
 in Building to be known as  
 ' \_\_\_\_\_ ' being constructed on  
 forming part of the project land more particularly described in the  
 First Schedule above.

**THIRD SCHEDULE**

List common areas and facilities

**SIGNED AND DELIVERED** by the )  
 The Withinname "Promoter" )  
**MOHAMED ADAM & BROS.** )  
 an Association of Person )  
**represented through its** )  
**authorized signatories** )  
 \_\_\_\_\_ )  
 In the presence of ..... )  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**SIGNED AND DELIVERED** by the )  
 Withinname the "Allotte/s" )

\_\_\_\_\_  
In the presence of ..... )  
1. )  
2.

#### **R E C E I P T**

RECEIVED the day and year first herein above written of and from the within named Allottee/s the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the earnest money deposit to be paid by him/her/them to us as stated hereinabove.

<u>Dated</u>	<u>Cheque No.</u>	<u>Drawn on.</u>	<u>Amount</u>
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**TOTAL**      **Rs. \_\_\_\_\_/-**

=====

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

We say received

**Promoter**

**Witnesses-**

**1.**

**2.**