

ALLOTTMENT LETTER

I, the proprietor of **M/s. HERITAGE BUILDERS AND DEVELOPERS**, having address at B-401, Humera Park, Building no. 1, Pathan Wadi, Malad East, Mumbai-400 097, is allotting Flat no. ___, __ floor, area admeasuring ___ Sq.ft. (Carpet area), ___ Sq.ft (Built up area, in Building to be known as “MARIYAM HERITAGE”/ “MUKUND MANI”, in the project known as “SANIA CITY”, constructed on Land bearing Survey no. 48/5, area admeasuring 91.00.00 Are. Square Meter, situated at Village: Waliv, Taluka: Vasai, District to _____ for consideration of Rs. _____/- (Rupees _____ Only)

M/s. HERITAGE BUILDERS AND DEVELOPERS,

through its Proprietor,

MR. ZEESHAN QURESHI

AGREEMENT FOR SALE

This Agreement made aton thisday of2020
 BETWEEN **M/s. HERITAGE BUILDERS AND DEVELOPERS**, a
 proprietorship firm through its proprietor **MR. ZEESHAN YUSUF
 QURESHI**, having address at: B-401, Humera Park, Building no. 1,
 Pathan Wadi, Malad East, Mumbai-400 097, hereinafter referred to as
 “THE BUILDER/DEVELOPER” (which expression shall, unless contrary
 to the context or meaning thereof, mean and include its partners,
 successors and assigns) OF THE FIRST PART (P.A.N no. AAEPQ2469F)
 AND

1. Mrs. _____, age ____ years, and 2. Mr.
 _____, age ____ years, residing at
 _____, hereinafter referred to as
 “PURCHASER” (which expression shall, unless contrary to the context or
 meaning thereof, mean and include its successors and assigns) OF THE
 SECOND PART. (Pan no. _____).

SCHEDULED OF PROPERTY

Land bearing Survey no. 48/5, area admeasuring 91.00.00 Are.
 Square Meter, situated at Village: Waliv, Taluka: Vasai, District:
 Palghar, hereinafter referred to as the ‘Said Land’.

WHEREAS:

1. The said land was previously owned by Shri. Hari Govind Vartak.
 Further as per Tahasildar Vasai has given order bearing no. 1571
 dated 15/12/60 under Mumbai Tenancy Act 32G the tenant of the
 said land Shri. Mukund Balu Patil has purchased the said land

along with interest for amount of Rs. 1,900/-. The same is recorded in land record vide mutation entry no. 530 dated 13/11/1964.

2. Further Shri. Mukund Balu Patil has purchased the said land under 32 G of Mumbai Tenancy Act the purchase charge was incorporated in the other right side column of 7/12 extract. Since the purchase amount is been paid the charge is been deleted and the said is been recorded in land record vide mutation entry no. 803 dated 14/07/1969.
3. Further Shri. Mukund Balu Patil expired leaving behind his legal heirs 1. Smt. Bhimabai Mukund Patil (Wife), 2. Smt. Babibai Nathu Patil (Daughter), 3. Smt. Damayanti Damodar Patil (Daughter), 4. Smt. Vimal Dattaray Patil (Daughter), 5. Shri. Kashinath Mukund Patil (Son) and 6. Shri. Vinayak Mukund Patil (Son). The same is been recorded in land record vide mutation entry no. 1455 dated 16/09/1982.
4. Further 1. Smt. Bhimabai Mukund Patil, 2. Smt. Babibai Nathu Patil, 3. Smt. Damayanti Damodar Patil, 4. Smt. Vimal Dattaray Patil the joint owner of the said land has release their share from the said land in favour of 1. Shri. Kashinath Mukund Patil and 2. Shri. Vinayak Mukund Patil by executing release deed dated 20/12/2006, bearing registered document no. Vasai-1-1915/2006 and the same is been recorded in land record vide mutation entry no. 4327 dated 14/12/2006.
5. Since the said land is purchased under 32 G of Mumbai Tenancy Act, section 43 of Tenancy Act was stamped on 7/12 extract of the said land. Further as per application given by Shri. Kashinath Mukund Patil, Sub-Divisional Officer Bhiwandi has granted permission for use of the said agriculture land as a Non-Agriculture

land vide its order no. बिडी/कुव/शर्तशिथील/वसई/एसआर/५३/२००८ dated 29/05/2008. The same is incorporated in land record vide mutation entry no. 5035 dated 21/11/2008.

6. Further Collector of Thane has granted Non Agriculture permission vide its order no. MAHASUL/K-1/T-9/NAP/SR-88/2010 and MAHASUL/K-1/T-9/NAP/SR-89/2010 dated 19/06/2010.
7. Further Vasai Virar City Municipal Corporation has granted Commencement certificate vide its order no. VVCMC/ TP/ CC/ VP-5812/ 8196/ 2017-18, VVCMC/ TP/ CC/ VP-5812/ 8197/ 2017-18, VVCMC/ TP/ CC/ VP-5812/ 8198/ 2017-18 and VVCMC/ TP/ CC/ VP-5812/ 8199/ 2017-18 dated 17/03/2018 by which the Concerned Authority has granted permission for building as under:

Sr. No.	Predominant Building	No. Of Building	No. Of Wings	No. Of Floors	No. Of Flats	Built-up Area (in Sq.Mtrs.)
1.	Residential Building	Building no. 2	Wing A & B	Stilt+7	56	2052.61 sq.mt.
2.	Residential Building	Building no. 3	Wing C	Stilt+7	56	1789.34 sq.mt.
				Total	112	3841.95 sq.mt.

8. Further Vasai Virar City Municipal Corporation has granted Revised Development Permission for the proposed layout of residential building of the said land vides its order no. VVCMC/ TP/ RDP/ VP-5812/ 213/ 2019-20, dated 25/11/2019 by which the Concerned Authority has granted permission for building as under:

Sr. No.	Predominant Building	No. Of Building	No. Of Wings	No. Of Floors	No. Of Flats	Built-up Area (in Sq.Mtrs.)
1.	Residential Building	Building no. 1	Wing A & B	Stilt+6	94	Owners - 2402.65 sq.mt.
					Mhada-36	Mhada- 1530.59 sq.mt.
				Total	94	3933.24 sq.mt.

9. Further Vasai Virar City Municipal Corporation has granted Commencement certificate for building no. 1 (Wing A & B) vide its order no. VVCMC/ TP/ CC/ VP-5812/ 316/ 2019-20, dated 25/11/2019 by which the Concerned Authority has granted permission for building as under:

Sr. No.	Predominant Building	No. Of Building	No. Of Wings	No. Of Floors	No. Of Flats	Built-up Area (in Sq.Mtrs.)	Remark
1.	Residential Building	Building no. 1	Wing A & B	Stilt+6	94	3933.24 sq.mt. (Including Mhada)	Newly Proposed
2.	Residential Building	Building no. 2	Wing A & B	Stilt + 7	56	2052.61 sq.mt.	No Change
3.	Residential Building	Building no. 3	Wing C	Stilt + 7	56	1789.34 sq.mtrs.	No Change
				Total	206	7775.19 sq.mt.	

10. Further the Builder/Developer and the Owners of the said land 1. Shri. Kashinath Mukund Patil and 2. Shri. Vinayak Mukund Patil has entered in Development agreement for the said land which was duly registered on 24/02/2020, bearing registered document no. Vasai6-1467/2020 by which the

Builders/Developers are entitled to construct building on the project land in accordance with the recitals hereinabove.

11. The Builders/Developers has entered into a standard agreement with an Architect registered with the council of Architects and such agreement is as per the agreement prescribed by the Council of Architect. The Architect has registered the said project under the provision of the Act with the Real Estate Regulatory Authority at _____, bearing no. _____, the said copy is been attached with the agreement, hereinafter referred as annexure ____.
12. By virtue of the Development and Power of Attorney the Builders/Developers has sole and exclusive right to sell the Flats in the said building of his share to be constructed by the Builders/Developers on the said land and to enter into Agreement with the Purchaser/s of the Flat to receive the sale consideration in respect thereof.
13. The Builder/Developer has got the approval from the Concerned Authority to the plans, the specification, elevation, sections and of the said building and shall obtain the balance approvals from various authorities from time to time so as to obtain building Completion certificate or Occupancy certificate of the said building. While sanctioning the said plans, Concerned local Authority and/or Government has laid down certain terms, condition, stipulation and restriction which are to be observed and performed by the Builder/Developer and upon due observance and performance of which only the completion or

Occupancy certificate in respect of the said building shall be granted by the Concerned local Authority.

14. The Builder/Developer has accordingly commenced construction of the said building in accordance with the said proposed plan. The Purchaser/s has applied to the Builder/Developer for purchase of flat no. ___, on ___ floor, in building known as “MARIYAM HERITAGE”/MUKUND MANI”, in the project known as “SANIA CITY”, of the said project. The carpet area of the said flat is ___ square meter and the “carpet area” means the net usable floor area of an flat, excluding the area covered by the external wall, areas under services shaft, exclusive balcony appurtenant to the said flat for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the flat, but includes the area covered by the internal partition wall of the flat.

15. The Builder/Developer has registered the project under the provision of the Real Estate (Regulation and Re-development) Act, 2016 with the Real Estate Regulatory Authority at _____, bearing no. _____. Under section 13 of the said Act the Builder/Developer is required to execute a written agreement for sale of said building with the Purchaser, being in fact these present and also to register said agreement under Registration Act 1908.

16. The Builder/Developer and Purchaser/s relying on the confirmation, representation and assurances of each other to faithfully abide by all the terms, condition and stipulations

contained in this agreement and all applicable laws are now willing to enter into this agreement on the terms and condition appearing hereinafter:

NOW THIS PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

- 1) The Builder/Developer shall construct a building with basement, ground + __ upper floors including __ flats and __ Shops on the land described in the schedule "A" hereunder written in accordance with the plans and specifications approved by the Vasai-Virar City Municipal Corporation and which have been seen and verified by the flat Purchaser, with only such variations and modifications as the Builder/Developer may consider necessary or as may be required by the concerned Local Authority or Government provided that the Builders & Developers shall have to obtain prior consent in writing in respect of such variations and modifications which may adversely affect the Flat Purchaser. And further shall construct upper floor as per amendment plan if sanctioned and approved by Vasai Virar City Municipal Corporation.
- 2) That the Builder/Developer are authorized to sell flats of his share constructed on land allotted to Builder/Developer by virtue of Development Agreement along with Power of Attorney.
- 3) The Builder/Developer has started construction of Building to be known as "MARIYAM HERITAGE"/MUKUND MANI on the said land more particularly described in schedule "B" above mentioned situated at Village- Waliv, Taluka Vasai, Dist. Palghar, within the limits of Vasai Virar City Municipal

Corporation, and thereupon a residential building consisting of ground + 6 floors, including __ flats in accordance with sanctioned building plans, approved by the Planning Authority i.e. Vasai Virar City Municipal Corporation. The Purchaser confirms having seen and inspected the above mentioned documents. The Purchaser confirms that they have verified the location of the building and the building plans and all the documents pertaining the said construction. The Builder/Developer have agreed to sell and the Purchaser has agreed to purchase the Flat no. __, __ floor, area admeasuring __ Sq.ft. (Carpet area), ____ Sq.ft (Built up area, in Building to be known as “MARIYAM HERITAGE”/ “MUKUND MANI”, in the project known as “SANIA CITY”, as shown in the floor plan thereof hereto annexed and marked as Annexure __, which is inclusive of built up area of the balconies and passages for the consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common area and facilities which are more particularly described in the second schedule annexed herewith, i.e.

1.a. i. The Purchaser/s hereby agrees to purchase from the Builders/Developers and the Builder/Developer hereby agree to sell flat bearing no. __, on __ floor, for consideration of Rs. _____/-

- ii. The Purchaser/s hereby agrees to purchase from the Builder/Developer and the Builder/Developer hereby agrees to sell to the Purchaser/s covered parking space bearing no. ____ on ____ floor and/or stilt and/or ____ podium being constructed in the layout for the consideration of Rs. ____/-.
- 1.b. The total aggregate consideration amount for the apartment including garages/covered parking spaces in thus Rs. ____/-
- 1.c. The Purchaser/s has paid on or before execution of this agreement a sum of Rs. ____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Builder/Developer the balance amount of Rs. ____/- (Rupees _____ Only) in the following manner that is to say:
- i. Amount of Rs. ____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Builder/Developer after execution of agreement.
- ii. Amount of Rs. ____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Builder/Developer on completion of the plinth of the building or wing in which said flat is located.

- iii. Amount of Rs. _____/- (Rupees _____Only) (not exceeding 70% of the total consideration) to be paid to the Builder/Developer on completion of the slabs including podium and stilts of the building or wing in which said flat is located.
- iv. Amount of Rs. _____/- (Rupees _____Only) (not exceeding 75% of the total consideration) to be paid to the Builder/Developer on completion of the wall, internal plaster, floorings, doors and windows of the said flat.
- v. Amount of Rs. _____/- (Rupees _____Only) (not exceeding 80% of the total consideration) to be paid to the Builder/Developer on completion of the Sanitary fitting, staircase, lift, wells lobbies upto the floor level of the said flat.
- vi. Amount of Rs. _____/- (Rupees _____Only) (not exceeding 85% of the total consideration) to be paid to the Builder/Developer on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the said flat is located.
- vii. Amount of Rs. _____/- (Rupees _____Only) (not exceeding 95% of the total consideration) to be paid to the Builder/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement as may

be prescribed in the agreement for sale of the building or wing in which the said flat is located.

viii. Balance amount of Rs. _____/- (Rupees _____Only) against and at the time of handing over of the possession of the apartment to the Purchaser/s on or after receipt of Occupancy certificate or Completion Certificate.

1.d. The total price above excluded taxes (consisting of tax paid or payable by the Builder/Developer by way of Value added tax, Service tax, GST and cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by the Builder/Developer up to the date of handing over the possession of the flat.

1.e. The total price is escalation-free, save and except escalation/increase, due to increase in account of development charge payable to the competent authority and/or any other increase in charge which may be levied or imposed by the Competent Authority, Local Bodies/Government from time to time. The Builder/Developer undertakes and agree that while raising a demand on the Purchaser/s for increase in development charge, cost or levies imposed by the Competent Authorities etc. the Builder/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with

the demand letter issued to the Purchaser/s, which shall only be applicable on subsequent payments.

- 1.f. The Builder/Developer may allow, in its sole discretion, a rebate for early payments of equal installment payable by the Purchaser/s by discounting such 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, one granted to an Purchaser/s by the Builder/Developer.
- 1.g. The Builder/Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes if any in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Builder/Developer. If there is any reduction in the carpet area within the defined limit, then the Builder/Developer shall refund the excess money paid by the Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area given to the Purchaser/s, the Builder/Developer shall demand additional amount from the Purchaser/s as per the next milestone of the

payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in this agreement.

- 1.h. The Purchaser/s authorizes the Builder/Developer to adjust/appropriate all payments made by him/her under any head/s of dues against lawful outstanding, if any in his/her name as the Builder/Developer may in its sole discretion deem fit and the Purchaser/s undertake not to object/demand/direct the Builder/Developer to adjust his payment in any manner.
- 2.1 The Builder/Developer hereby agrees to observe, perform and comply with all the terms and condition, stipulation and restriction if any, which may have been imposed by the Concerned Local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat to the Purchaser/s, obtained from the Concerned Local Authority Occupancy and/or Completion Certificate in respect of the flat.
- 2.2 Time is essence for the Builder/Developer as well as the Purchaser/s. The Builder/Developer shall abide by the time schedule for completing the project and handing over the flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the Occupancy certificate or the Completion certificate or both, as the case may be. Similarly the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other

obligations under the agreement subject to the simultaneous completion of construction by the Builders/Developers as provided in the said agreement.

3. The Builder/Developer hereby declare that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Builder/Developer has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums 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 Builder/Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said project and the Purchasers has agreed to purchase the said flat based on the proposed construction and sale of flat to be carried out by the Builder/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder/Developer only.

- 4.1 If the Builder/Developer fails to abide by the time schedule for completing the project and handing over the flat to the Purchaser/s, the Builder/Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the

Rule, on all the amounts paid by the Purchaser/s for every month of delay till the handing over of the possession. The Purchaser/s agrees to pay to the Builder/Developer, interest as specified in the rule, on all the delayed payment which become due and payable by the Purchaser/s to the Builder/Developer under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Builder/Developer.

- 4.2 Without prejudice to the right of Builder/Developer to charge interest in terms of sub clause above on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builder/Developer under this agreement (Including his/her proportionate share of taxes levied by Concerned Local Authority and other outgoing) and on the Purchaser/s committing three defaults of payment of installments, the Builders/Developers shall at his own option, may terminate this agreement. Provide that Builders/Developers shall give notice of fifteen days in writing to the Purchaser/s by registered post AD at the address provided by the Builders/Developers and mail at the e-mail address provided by the Purchaser/s 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 Purchaser/s fails to rectify the breach or breaches mentioned by the Builders/Developers within the period

of notice then at the end of such notice period, the Builders/Developers shall be terminate this agreement provided further that upon termination of this Agreement as aforesaid, the Builders/Developers shall refund the Purchaser/s (subject to adjust and recovery of any agreed liquidated damages or any other amount which may be payable to Builders/Developers) within a period of thirty days of the termination, the installments of scale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Builders/Developers.

5. The fixtures and fittings will regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Builders/Developers in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Builders/Developers shall give possession of the Apartment to the Purchaser/s on or before..... Day of20..... If the Builders/Developers fails or neglects to give possession of the Apartment to the Purchaser/se on account of reasons beyond his control and of his agents by the aforesaid date then the Builders/Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as many mentioned in the clause 4.1 herein above from the date the Builders/Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builders/Developers 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-

1. War, civil commotion or act of God,
2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession- The Builders/Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the (Apartment/Plot), to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builders/Developers shall give possession of the (Apartment/Plot) to the Purchaser/s. The Builders/Developers agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builders/Developers. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builders/Developers or association of Purchaser/s, as the case may be. The Builders/Developers on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the Builders/Developers to the Purchaser/s intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Purchaser/s to take Possession of (Apartment/Plot): Upon receiving a written intimation from the Builders/Developers as per clause 8.1, the Purchaser/s shall take possession of the (Apartment/Plot) from the Builders/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in

this Agreement, and the Builders/Developers shall give possession of the (Apartment/Plot) to the Purchaser/s. In case the Purchaser/se fails to take Possession within the time provided in clause 8.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

- 7.4** If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Builders/Developers 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 off service, the, wherever possible such defects shall be rectified by the Builders/Developers at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builders/Developers, compensation for such defect in the manner as provided under the Act.
8. The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. (strike of which is not applicable) he shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser/s along with other Purchaser/s of 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 Builders/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builders/Developers within seven days of the same being forwarded by the Builders/Developers to the Purchaser/se, so as to enable the Builders/Developers to register the common organization of Purchaser/s. No objection shall be taken by

the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Builders/Developers shall, 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 the interest of the Vendor/Lessor/Original Owner/Builders/Developers and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Builders/Developers shall, within three months of registration of the 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 the interest of the Vendor/Lessor/Original Owner/Builders/Developers and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is giving by the Builders/Developers to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s 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, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is

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

10. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders/Developers, the following amounts:-
 - i. Rs. 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. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
 - v. Rs..... for deposit towards Water, Electric, and other utility and services connection charges &

vi. Rs..... for deposits of electrical receiving and Sub Station provided in Layout.

11. The Purchaser/s shall pay to the Builders/Developers a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builders/Developers in connection with formation of the said Society or Limited Company/Federation/Apex body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Builders/Developers, the Purchaser/ss share of stamp duty and registration charges payable, by the Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Builders/Developers, the Purchaser/s share stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. REPRESENTATIONS AND WARRANTIES OF THE BUILDERS/DEVELOPERS

The Builders/Developers hereby represents and warrants to the Purchaser/s as follows:

- i. The Builders/Developers has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following the process of law and the Builders/Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building/wing and common areas;
- vi. The Builders/Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- vii. The Builders/Developers has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said (Apartment/Plot) which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- viii. The Builders/Developers confirms that the Builders/Developers is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Purchaser/s in the manner contemplated in this Agreement.
- ix. At the time of execution of the Conveyance Deed of the structure to the association of Purchaser/s the

Builders/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s.

- x. The Builders/Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builders/Developers in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Builders/Developers as follows:-
- i. To maintain the Apartment at the Purchaser/s own cost in good and tenantable 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 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 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 staircases, common passages or any other structure 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 or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Builders/Developers to the Purchaser/s 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 and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 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 of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color 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 tenantable repair and condition, 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 columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Builders/Developers 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 any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Builders/Developers within fifteen days of demand by the Builders/Developers, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/s to the Builders/Developers under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes,

- expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the Purchaser/s shall permit the Builders/Developers 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 of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Purchaser/s shall permit the Builders/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Builders/Developers shall maintain a separate account in respect of sums received by the Builders/Developers from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builders/Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

17. BUILDERS/DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Builders/Developers executes this agreement he shall not mortgage or create a charge on the (Apartment) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such (Apartment/plot).

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Builders/Developers does not create a binding obligation on the part of the Builders/Developers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builders/Developers. If the Purchaser/s(s) fails to execute and deliver to the Builders/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Builders/Developers, then the Builders/Developers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/SUBSEQUENT PURCHASER/SS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allotees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

Whenever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartment/Plot] in the Project.

24. FURTHER ADDURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such installments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to

effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Builders/Developers through its authorized signatory at the Builders/Developers Office, or at some other place, which may be mutually agreed between the Builders/Developers and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and he Builders/Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at

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

27. That all notices to be served on the Purchaser/s and the Builders/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Builders/Developers by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

.....Name of Purchaser/s

.....(Purchaser/s Address)

Notified Email ID:

M/s. Builders/Developers name

.....(Builders/Developers Address)

Notified Email ID:

It shall be the duty of the Purchaser/s and the Builders/Developers to inform each other of any change in address subsequent to the execution of this Agreement in the

above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Builders/Developers or the Purchaser/s, as the case may be.

28. JOINT PURCHASER/SS

That in case there are Joint Purchaser/s all communication shall be sent by the Builders/Developers to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of the Agreement shall be constructed 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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

Land bearing Survey no. 48/5, area admeasuring 91.00.00 Are. Square Meter, situated at Village: Waliv, Taluka: Vasai, District: Palghar,

SECOND SCHEDULE ABOVE REFERRED TO

Flat no. __, __ floor, area admeasuring __ Sq.ft. (Carpet area), __
 Sq.ft (Built up area), “—“ wing, in Building no. __ to be known as
 “MARIYAM HERITAGE/MUKUND MANI” in the project known as
 “SANIA CITY” situated at Village: Barampur, Taluka: Vasai, District:
 Palghar.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser/s: including joint buyers)

1. _____

2. _____

At _____ on _____

In the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Builders/Developers:

M/s _____

through its Partner

Mr. _____,

(Authorized Signatory) WITNESSE:

Name _____

Signature _____

Name _____

Signature _____