



Mob: 8698844777
9890050580

Ghanshyam Infra

Add.: Shop No. 1, Trimurti Society, Ambadi Road, Vasai (W), 401 202.

LETTER OF ALLOTMENT

To,

Date:-

Mr. _____

Add : _____

Sub: Allotment of residential/Commercial Unit no. _____, in _____ Wing in the Building known as "KANTI DHURI SHERATON" in situated at Village Navghar, Taluka Vasai, Dist Palghar

We thank you for your Application dated _____ bearing No. _____ M/S. GHANSHYAM INFRA ("Promoter") and for the payments required for the purpose of allotment of your chosen _____ residence. It is indeed our pleasure to inform you that the Unit booked by you via the aforementioned Application Form and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder. The details of the Applicant and the Unit allotted thereto are as under:

Name of Allottee (s)	
Address of Allottee(s)	
Email ID of the Allottee(s)	
Unit No.	
Name of Building	KANTI DHURI SHERATON
Floor No.	
Type of Unit	
Carpet Area	
No. of Car Parking(s) allotted	
Consideration Value	

Terms and Conditions :

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government

taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.

2. The Allottee shall, in relation to the Unit, make all payments to the Promoter from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee only.
3. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.
4. In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit, the Allottee shall be deemed to be in default. In the event of such default, the Promoter shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Promoter shall have the option to cancel the allotment of the Unit, by sending a termination letter by RPAD /Speed Post. On such termination, the following shall apply:
 - a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.
 - b) All amounts paid to the Promoter by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment
5. All overdue payments shall attract interest at 18% p.a., quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Promoter, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.
6. The Consideration Value is free of any escalation, provided that in case the cost of inputs increase by more than 10% of the average cost of inputs estimated to be prevailing on the date of start of construction of the Wing/Building, then the Consideration Value shall stand increased by an additional amount equal to quantum of the increase in cost of inputs beyond

the said escalation of 10%. The average cost of inputs shall be calculated using the Input Price Index of Construction Material and Labour Costs. It is however clarified that, irrespective of the quantum of increase in input costs, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Consideration Value. It is also clarified that the Consideration Value shall not stand reduced below the amount(s) stated herein under any circumstances. The said applicable quantum of increase in input costs shall be certified by the Chartered Accountant of the Promoter and the Allottee/s agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard.

7. The Promoter shall handover to make available the Unit for Possession (for fit outs) by _____ (with a grace period of 18 (eighteen) months), subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.
8. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Promoter and the Allottee has taken possession of the Unit.
9. The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Promoter or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Promoter shall be entitled to proceed as per the provisions of this
10. Allotment Letter. The Allottee hereby agrees that the Promoter shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Promoter including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.
11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Vasai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Promoter and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Direct line: _____
Board line: _____
Email: _____

I would like to take this opportunity to thank you for the trust that you have reposed in the _____, and assure you of your best services at all times.

Warm Regards,
For M/S. GHANSHYAM INFRA

(Authorized Signatory)

AGREEMENT FOR SALE

This Agreement made at Vasai, on this _____ day of _____ in the year Two Thousand and _____ between

M/S. GHANSHYAM INFRA a partnership firm, having its office at Shop No.1, Trimurti, Ambadi Road, opp Corporation Bank, Vasai West, Taluka Vasai, Dist Palghar 401202, Through its Partners **MR. GHANSHYAM VIRJIBHAI DHADUK** aged 59 years, having Pan No.ABKPD9490Q authorized vide Authority Letter dated _____ hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include his/her/their respective heirs, executors, administrators and assigns/partners for the time being of the said firm, their survivors or the last survivor of them and the heirs, executors, administrators and assigns of the deceased partners, their successors and assigns) of One Part;

A N D

Mr/Mrs. _____
_ aged _____ years, Pan No. _____, and having UID No. _____
_____ and **Mr/Mrs.** _____
_____ aged _____ years, Pan No. _____
_____, and having UID No. _____
Residing at _____

hereinafter called the “**Allottee/s/Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include **his**/her heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

- a)** M/s. Shree Dindayal Constructions Co. are owner of Land admeasuring 1137.19 Sq. Mtrs out of land bearing Survey No.68/1 admeasuring to 2924.50 Sq. Mtrs. and land admeasuring 434.48 SQ. Mtrs out of land bearing Survey No.66/67 admeasuring to 805 Sq. Mtrs. (Old Plot No.67 of Survey No. 4A+5+6+7P) and Vasai Virar City Municipal Corporation are owner of Survey No.68/2 admeasuring to 160 Sq. Mtrs. (Old Plot No.63,64, 65 & 66 of Survey No. 4A+5+6+7P) of Revenue Village Navghar, Tal- Vasai, Dist- Palghar (hereunder written. Hereinafter referred as "the said Land") more particularly described in the First Schedules (hereunder written. Hereinafter referred as "the said Land") more particularly described in the First Schedules.
- b)** By Conveyance Deed Dated 15/12/1979 Mr. Mahendra Hathibhai Mehta had purchased and acquired land being Survey No.4A+5+6 & 7 (P) Layout Plot No.63, admeasuring to 631.92 SQ. Yard i.e. 520 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Ravikumar Kedarnath Malhotra and Beena Kedarnath Malhotra. And name of Mr. Mahendra Hathibhai Mehta had reflected on 7/12 extract by mutation Entry No.841.
- c)** By Conveyance Deed dated 09/06/1986 duly registered at Sub registrar Vasai vide its Document No.381/86 M/s. Vinayak Builder through its Partner Mrs. Bhadra Chandrakant Shah had purchased and acquired said land being Survey No.4A+5+6 & 7 /(P) Layout Plot No.63, admeasuring to 622 SQ. Yard i.e. 520 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Mr. Mahendra Hathibhai Mehta. By Mutation Entry No.1916 name of M/s. Vinayak Builder has reflected on 7/12 extract of said property.
- d)** By Conveyance Deed Dated 15/12/1979 Mr. Mahendra Hathibhai Mehta had purchased and acquired land being Survey No.4A+5+6 & 7 (P) Layout Plot No.64, admeasuring to 937.06 SQ. Yard i.e. 783.50 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar)

from Ravikumar Kedarnath Malhotra and Beena Kedarnath Malhotra. And name of Mr. Mahendra Hathibhai Mehta had reflected on 7/12 extract by mutation Entry No.842.

- e) By Conveyance Deed dated 09/06/1986 duly registered at Sub registrar Vasai vide its Document No.382/88 M/s. Vinayak Builder through its Partner Mrs. Bhadra Chandrakant Shah had purchased and acquired said land being Survey No.4A+5+6 & 7 (P) Layout Plot No.63, admeasuring to 937 SQ. Yard i.e. 783.50 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Mr. Mahendra Hathibhai Mehta. By Mutation Entry No.1917 name of M/s. Vinayak Builder has reflected on 7/12 extract of said property.
- f) By Conveyance Deed Dated 15/12/1979 Mr. Mahendra Hathibhai Mehta had purchased and acquired land being Survey No.4A+5+6 & 7 (P) Layout Plot No.65, admeasuring to 1131.01 SQ. Yard i.e. 746 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Ravikumar Kedarnath Malhotra and Beena Kedarnath Malhotra. And name of Mr. Mahendra Hathibhai Mehta had reflected on 7/12 extract by mutation Entry No.843.
- g) By Conveyance Deed dated 09/06/1986 duly registered at Sub registrar Vasai vide its Document No.382/88 M/s. Vinayak Builder through its Partner Mrs. Bhadra Chandrakant Shah had purchased and acquired said land being Survey No.4A+5+6 & 7 (P) Layout Plot No.63, admeasuring to 622 SQ. Yard i.e. 520 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Mr. Mahendra Hathibhai Mehta. By Mutation Entry No.1918 name of M/s. Vinayak Builder has reflected on 7/12 extract of said property.
- h) By Conveyance Deed Dated 15/12/1979 Mr. Mahendra Hathibhai Mehta had purchased and acquired land being Survey No.4A+5+6 & 7 (P) Layout Plot No.66, admeasuring to 995 SQ. Yard i.e. 835 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Ravikumar Kedarnath Malhotra and Beena Kedarnath Malhotra.

And name of Mr. Mahendra Hathibhai Mehta had reflected on 7/12 extract by mutation Entry No.844.

- i)** By Conveyance Deed dated 09/06/1986 duly registered at Sub registrar Vasai vide its Document No.380/88 M/s. Vinayak Builder through its Partner Mrs. Bhadra Chandrakant Shah had purchased and acquired said land being Survey No.4A+5+6 & 7 (P) New Survey No.66 and Layout Plot No.67, admeasuring to 995 SQ. Yard i.e. 835 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Thane (now Palghar) from Mr. Mahendra Hathibhai Mehta.
- j)** By Deed of Conveyance Dated 04/04/1986 duly registered at Sub-Registrar Vasai vide registration serial No.1893 M/s. Vithoba Construction Co. has purchased and acquired and convey said land being Survey No.4A+5+6 & 7 (P) New Survey No.66 and Layout Plot No.67, admeasuring to 805 Sq. Mtrs of Village Navghar, Taluka Vasai, Dist Thane (Now District Palghar from Mr. Bipin K. Dewan of M/s. Auto Service and name of M/s. Vithoba Construction Co. has reflected on 7/12 extract by Mutation Entry No.1893.
- k)** As per order of the Sub-Divisional Officer, Bhiwandi Division vide its Order No.BD/NAP/SR-64/50 dated 22/09/1975 the said Plot in reserved for parking.
- l)** By Application of Mr. Ravikuar Kedarnath Malhotra to The Sub-Divisional Officer Bhivandi Division Thane for conversion of land being Survey No.4A, 5, 6 & 7 of Village Navghar, Taluka Vasai, Dist Thane (now District Palghar) into Non-Agricultural permission daed 17/04/1975, and The Sub-Divisional Officer Bhivandi Division Thane has issued Non-Agricultural order No.BD/NAP/SR/64/50 dated 16/06/75 in respect of land being Survey No.4A, 5, 6 & 7 of Village Navghar, Taluka Vasai, Dist Thane (now District Palghar)
- m)** By Mutation Entry No.935 land being Survey No.4A+5+6 & 7 (P) Layout Plot No.63 admeasuring 520 Sq. Mtrs. Assessment of

Rs.10.40, Plot No.64 admeasuring 783.50 Sq. Mtrs. Assessment of Rs.15.67, Plot No.65 admeasuring 946 Sq. Mtrs. Assessment of Rs.18.92 and Plot No.66 admeasuring 835 Sq. Mtrs. Assessment of Rs.19.92 of Village Navghar, Taluka Vasai, Dist Palghar has reserve for Market as per order issued by Sub-Divisional officer vide its No.BD/NAP/SR/64/50 dated 22/09/1975.

- n)** By Deed of Conveyance Dated 31/03/2017 duly registered at Sub Registrar Vasai-1 vide its Registration No.Vasai-1-7602/2017 dated 28/07/2017 M/s. Vinayak Builder through its Partner 1) Mrs. Bhadra Chandrakant Shah, 2) Mr. Ashok Narainrao Jaikar, 3) Mrs. Charuben Shailendra kumar Patel, 4) Mr. Ashwin Pralhadbhai Patel have sold, convey and transferred said land being land being Survey No.4A+5+6 & 7 (P) Layout Plot No.63 admeasuring 520 Sq. Mtrs. Assessment of Rs.10.40, Plot No.64 admeasuring 783.50 Sq. Mtrs. Assessment of Rs.15.67, Plot No.65 admeasuring 946 Sq. Mtrs. Assessment of Rs.18.92 and Plot No.66 admeasuring 835 Sq. Mtrs. Assessment of Rs.19.92 of Village Navghar, Taluka Vasai, Dist Palghar to M/s. Shree Dindayal Construction Co. and name of M/s. Shree Dindayal Construction Co. has inserted on 7/12 extract of said land by Mutation Entry No.3025.
- o)** By Deed of Conveyance Dated 20/06/2019 duly registered at Sub Registrar Vasai-1 vide its Registration No.Vasai-1-6949/2019 dated 20/06/2019 M/s. Vithoba Construction through its Partner Mr. Vinod Maganbhai Patel have sold, convey and transferred said land being land being Survey No.4A+5+6 & 7 (P) New Survey No.66, Layout Plot No.67 admeasuring 805 Sq. Mtrs. Assessment of Rs.966, of Village Navghar, Taluka Vasai, Dist Palghar to M/s. Shree Dindayal Construction Co. and name of M/s. Shree Dindayal Construction Co. has inserted on 7/12 extract of said land by Mutation Entry No.3025.
- p)** By Mutation Entry No.3025, Non-Agricultural land being 1) Survey No.68/63 area admeasuring to 520 Sq. Mtrs. 2) Survey No.68/64 area admeasuring to 783.50 Sq. Mtrs. 3) Survey No.68/65 area admeasuring to 746 Sq. Mtrs. And 4) Survey No.68/66 area

admeasuring to 835 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Palghar has cancelled and converted into new 7/12 extract of Survey No.68/1 admeasuring to 2924.50 Sq. Mtrs. and Survey No.68/2 admeasuring to 160 Sq. Mtrs. of Village Navghar, Taluka Vasai, Dist Palghar, vide order issued by Competent Officer / Tahsildar its order No.Revenue/Desk-1/T-2/Hakknond/Kavi/7849/2019 dated 18/09/2019.

- q) By Deed of Transfer Dated 08/04/2021 duly registered at Sub Registrar Vasai-2, vide its Registration No.Vasai-2-5537-2021 dated 08/04/2021 Shree Dindayal Construction through Harish C. Pawar through Gilson Thomas Gonsalves has convey and transferred 1) area Reservation Garden admeasuring 1786.51 Sq. Mtrs. out of Survey No.68/1 admeasuring to 2924.50 Sq. Mtrs. 2) Survey No.68/2 admeasuring to 160 Sq. Mtrs. (Old Plot No.63,64, 65 & 66 of Survey No. 4A+5+6+7P) area reservation 12 Mtrs D.P. Road and area of Garden Reservation admeasuring to 370.52 Sq. Mtrs out of Survey No.66/67 admeasuring to 805 Sq. Mtrs. (Old Plot No.67 of Survey No. 4A+5+6+7P) of Revenue Village Navghar, Taluka Vasai, Dist-Palghar in favour of Vasai Virar City Municipal Corporation.
- r) M/s. Shree Dindayal Construction Co. through its partner M/s. Mahavir Mahalaxmi Land Developers LLP through its Partner Mr. Mahesh Kantilal Shah through Architect M/s. Prithvi Arc Consultants has applied to Vasai Virar City Municipal Corporation for grant Commencement Certificate for proposed residential with shophline Building on land bearing Plot No. 63, 64, 65, 66 of S. No.4A+5+6Pt (old) / S. No.68, H. No.1 & 2 (New) and Plot No.67 of S. No. 4A+5+6Pt (old) / S. No. 66/67 (New) of Village Navghar, Taluka Vasai, Dist Palghar and Planning Authority i.e. Vasai Virar City Municipal Corporation (VVMC) has granted Commencement Certificate vide its Order No.VVMC/TP/CC/VP-5970/18/2021-22 dated 16/04/2021 for residential with shophline Building consisting St+Gr+22 upper floor, having 5043.11 Sq. Mtrs.

- s) M/s. Shree Dindayal Construction Co. through its partner M/s. Mahavir Mahalaxmi Land Developers LLP through its Partner Mr. Mahesh Kantilal Shah through Architect M/s. Prithvi Arc Consultants has applied to Vasai Virar City Municipal Corporation for grant Revised Development Permission for proposed residential with shophline Building situated on land bearing Plot No. 63, 64, 65, 66 of S. No.4A+5+6Pt (old) / S. No.68, H. No.1 & 2 (New) and Plot No.67 of S. No. 4A+5+6Pt (old) / S. No. 66/67 (New) of Village Navghar, Taluka Vasai, Dist Palghar and Planning Authority i.e. Vasai Virar City Municipal Corporation (VVCMC) has granted Revised Development Permission vide its Order No.VVCMC/TP/RDP/VP-383/2021-22 dated 25/08/2021 for residential with shophline Building No.1 consisting St+Gr+22 upper floor, having 8477.560 Sq. Mtrs.
- t) By a Development Agreement dated 03/02/2022, registered in the office of Sub-Register Vasai-5 at Document No. Vasai-5-1766-2022, Dated 03/02/2022, entered into by and between M/s. Shree Dindayal Constructions Co. through its authorized Partner 1) M/s. Mahavir Mahalaxmi Land Developers LLP through its Partner Mr. Mahesh Kantilal Shah, 2) Mr. Chandrashekhar Shantaram Dhuri (therein called as The Owners”) and M/s. GHANSHYAM INFRA, through its Partners 1) MR. GHANSHYAM VIRJIBHAI DHADUK and , 2) Mr. YUSUF AKBARALI INDORWALA (therein called as “The Promoter”). And the said M/s. Shree Dindayal Constructions Co. have granted the Development rights in respect of F.S.I. admeasuring 8477.560 Sq. Mtrs. (built up area) in residential with shophline Building No.1 consisting St+Gr+22 upper floor, known as **“KANTI DHURI SHERATON”** Building situated on situated on land bearing Plot No. 63, 64, 65, 66 of S. No.4A+5+6Pt (old) / S. No.68, H. No.1 & 2 (New) and Plot No.67 of S. No. 4A+5+6Pt (old) / S. No. 66/67 (New) of Village Navghar, Taluka Vasai, Dist Palghar.
- u) By virtue of registered Development Agreement the Promoter are constructing residential with shophline Building No.1 consisting St+Gr+22 upper floor, known as **“KANTI DHURI SHERATON”** Building situated on situated on land bearing Plot No. 63, 64, 65, 66

of S. No.4A+5+6Pt (old) / S. No.68, H. No.1 & 2 (New) and Plot No.67 of S. No. 4A+5+6Pt (old) / S. No. 66/67 (New) of Village Navghar, Taluka Vasai, Dist Palghar

- v) The Said Land is earmarked for the purpose of building consisting St+Gr+22 upper floor and the said Building No.1, shall be known as **"KANTI DHURI SHERATON"** hereinafter referred the said Building.
- w) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- x) AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **Prithvi Arch Consultants** Architect, Engineers, Valuers and Project Consultants registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- y) AND WHEREAS the Promoter has appointed M/s. Jay Shreekrishna will be RCC Consultants as RCC structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- z) AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- aa) AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Prithvi Arch Consultants**, Architect, Engineers, Valuers and Project Consultants of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; AND WHEREAS the authenticated copies of Certificate of Title issued by the **Shri. Kailash H. Patil, Advocate** of the Promoter. marked as **Annexure ____**, respectively, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be

constructed have been annexed hereto and marked as **Annexure** _____, respectively.

bb) AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure _____,

cc) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure** _____

dd) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

ee) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

ff) AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

gg) AND WHEREAS the Allottee is offered an Flat bearing number _____ on the _____ **floor**, (herein after referred to as the said "**Apartment**") in the of the Building No.1, called "**KANTI DHURI SHERATON**" (herein after referred to as the said "Building") by the Promoter

hh) AND WHEREAS the carpet area of the said Apartment is _____ **square Mtrs** "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment. However includes the area covered by the internal partition walls of the apartment and enclosed Balcony area _____ **Square Meters**.

- ii) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- jj) AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs.**_____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- kk) AND The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on _____ under registration No. _____ under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulator Authority; AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908..
- II) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the (Apartment).

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

1. The Promoter shall construct the said building/s consisting of building consisting Stilt/Gr + 22 upper Floor said Building No.1 shall be known as "**KANTI DHURI SHERATON**" on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat No.** _____, area admeasuring _____ **sq. Mtrs. Carpet area** and enclosed Balcony area _____ **Square Meters** and on _____ **floor** in the building known as “**KANTI DHURI SHERATON**” (hereinafter referred to as “**the Apartment**”) as shown in the Floor plan thereof hereto annexed and marked **Annexures** _____ for the consideration of **Rs.**_____/- (Rupees _____ only) including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s garage bearing Nos --- situated at ---- Basement 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 excluding/including of garages/covered parking spaces is thus **Rs.**_____/- (Rupees _____ only)
- 1 (c) The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs.**_____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to Promoter full and final payment in the following manner :-

No	Amount	%	Nature of works
i	Rs._____-/-	10%	not exceeding 10% of the total consideration) being earnest payment of consideration value
ii	Rs._____-/-	20%	not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
iii	Rs._____-/-	15%	(not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is

			located.
iv	Rs._____-/-	25%	(not exceeding 70 % of the total consideration) to be paid to the Promoter after completion of the slab including podiums and stilts of the building or wing in which the said Apartment is located
Xvi	Rs._____-/-	5 %	(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
xvii	Rs._____-/-	5%	(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
xviii	Rs._____-/-	5%	(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
xix	Rs._____-/-	10%	(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located
xx	Rs._____-/-	5%	against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate

1(d) 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 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].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising

a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments 6 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/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 a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 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/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee/s and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment 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 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of said in building is 8477.560 square meters for consisting St+Gr+22 upper floor only. and Promoter has planned to utilize Floor Space Index of _____ Sq.mts 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 Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ Sq. mts. 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. There exist further potential FSI on said plot which owner has full right to utilize the same.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in

payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/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 Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with 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 Promoter in the said building and the Apartment as are set out in Annexure '____', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s 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/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. 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 –

7. Procedure for taking possession –

- 7.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the

[Apartment/Plot], to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee/s to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 8.1, 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/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/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 Allottee/s, the Allottee/s 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 7.5 The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.
8. The Allottee/s along with other allottee(s)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 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 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/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/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.

8.1 The Promoter 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/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

8.2 The Promoter 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/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

8.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/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 Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/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 Promoter to the Society or the Limited Company, as the case may be.

9. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. 600/- for share money, application entrance fee of the Society
 - (ii) Rs.1000/- 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
10. The Allottee/s shall pay to the Promoter a sum of amount as applicable for cost of 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 assignment of lease.
11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said 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 Allottee/s shall pay to the Promoter, the Allottees' share of 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.
12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :
The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter 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 injunction order against 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 due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee'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, including 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 or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the 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 Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the 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 any time 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 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 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, 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 any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the 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 Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- i. The Allottee/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 Allottee/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.

- ii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s 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.
 - iii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/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 Allottee/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 Promoter 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 hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Promoter 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 Allottee/s who has taken or agreed to take such [Apartment/plot].

18. **BINDING EFFECT** : Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
19. **ENTIRE AGREEMENT** : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, 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 ALLOTTEE / SUBSEQUENT ALLOTTEES** : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s 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 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** : Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(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 [Apartments/Plots] in the Project.
24. **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 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .
26. The Allottee/s and/or Promoter 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 Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

1) _____
2) _____

ADD : _____

M/s.GHANSHYAM INFRA

represented by its authorized Partner

MR. GHANSHYAM VIRJIBHAI DHADUK ,

Add : Shop No.1, Trimurti, Ambadi Road, opp Corporation Bank,
Vasai West, Taluka Vasai, Dist Palghar 401202

Notified Email ID: ghanshyamdhaduk@yahoo.in

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

28. **JOINT ALLOTTEES** That in case there are Joint Allottee/s 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 Allottee/s
29. **Stamp Duty and Registration:** - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/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 Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
31. **GOVERNING LAW** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Vasai courts will have the jurisdiction for this Agreement

THE FIRST SCHEDULE ABOVE REFERRED TO:
“A” SCHEDULES OF LAND

All that Land Being Survey No.68/1 admeasuring to 2924.50 Sq. Mtrs. and Survey No.68/2 admeasuring to 160 Sq. Mtrs. (Old Plot No.63,64, 65 & 66 of Survey No. 4A+5+6+7P) and Survey No.66/67 admeasuring to 805 Sq. Mtrs. (Old Plot No.67 of Survey No. 4A+5+6+7P) of Revenue Village Navghar, Tal- Vasai, Dist- Palghar.

“B” SCHEDULES OF F.S.I.

All that residential FSI admeasuring **4115.36 sq.mtr. B.U. area** out of Building No.1 consisting St+Gr+22 upper floor, having total 8477.560 Sq. Mtrs. approved by VVCMC by its order No. Revised Development Permission vide its Order No.VVCMC/TP/RDP/VP-383/2021-22 dated 25/08/2021 situated on land properties mentioned in the First Schedule, lying being & situated situation at village Navghar, Taluka Vasai, District Palghar.

“C” SCHEDULES OF FLAT/APARTMENT

ALL THAT residential **Flat bearing No.** _____ of admeasuring _____ **sq. Mtrs.** Carpet area and enclosed Balcony area _____ **Square Meters** on _____ **floor**, in **“Building No.1**, known as **“KANTI DHURI SHERATON”** constructed on constructed on Land Being Survey No.68/1 admeasuring to 2924.50 Sq. Mtrs. and Survey No.68/2 admeasuring to 160 Sq. Mtrs. (Old Plot No.63,64, 65 & 66 of Survey No. 4A+5+6+7P) and Survey No.66/67 admeasuring to 805 Sq. Mtrs. (Old Plot No.67 of Survey No. 4A+5+6+7P) of Revenue Village Navghar, Tal- Vasai, Dist- Palghar.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF COMMON AREAS AND COMMON FACILITIES

1. Common areas shall include :-
 - a) Areas covered under the external and internal walls and pardis (built up areas)
 - b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to Purchaser of the said flat) Open spaces appurtenant to the building including garden.
2. Common facilities in the building shall include :-
 - a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
 - b) Drainage and sewerage including septic tank and soak etc.
 - c) Electrical common load wiring, starters/switches and all common wirings.
 - d) Common lights in staircases, landings, gates, terrace and compounds.
 - e) Unallotted open bathroom spaces.
 - f) Compound gate/s
 - g) Common Compound walls.
 - h) Lift

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

SIGNED AND DELIVERED by the)

Within named **PROMOTER**)

M/s. GHANSHYAM INFRA)

Represented by its authorized Partner

MR. GHANSHYAM VIRJIBHAI DHADUK

SIGNED AND DELIVERED by the)

Within named ALLOTTEE/S /Purchaser/s)

1) _____)



2) _____)



In the Presence of)

1. Name : _____

Add : _____

2. Name : _____

Add : _____

RECEIPT

RECEIVED the day and the year first hereinabove written of and from the
within named Allottee/s the of **Rs.**_____/- (Rupees
_____ only) towards earnest/Part
payment of consideration amount be paid by him / her /them to us.

Cheque No.	Bank name / Branch	Date	Amount
			Rs. _____/-

WE SAY RECEIVED

M/s. GHANSHYAM INFRA

Partner

WITNESS :

1)

2)

