

Allotment Letter

Date: _____

To,

Dear Sir/Madam,

Sub: Allotment of Flat No. _____on _____floor in the proposed new building "Om Sat Niwas Co-op Hsg. Soc." to be constructed on Plot bearing No. 163C of Dadar Matunga Division bearing C.S. No. 156B/ 10 of Dadar Matunga Division situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai- 400014

We refer to your meetings with our sales team. As per your request contained in the booking form, we are pleased to allot to you a Residential/Commercial premise bearing flat/shop no. _____ admeasuring _____ sq. ft. Carpet Area on the _____ floor of proposed new building "Om Sat Niwas Co-op Hsg. Soc." to be constructed on Plot bearing No. 163C of Dadar Matunga Estate bearing C.S. No. 156B/ 10 of Matunga Division known as situated at Dr. Babasaheb Ambedkar Road, Dadar (East), Mumbai-

400014 along with ____ car parking space, for a lump sum consideration of Rs. _____/- (Rupees _____Only) subject to the terms and conditions contained herein.

We hereby confirm the payment of Rs. _____/- (Rupees _____Only) equivalent to ____ % of Consideration Amount towards part payment of the booking amount, as per below mentioned cheque details:

Cheque No.	Drawn on/ Dated	Amount (In Rs.)

Within the period of 15 (Fifteen) days from the date of issue of this letter, you shall make further payment of Rs. _____/- (Rupees _____Only) equivalent to total 10 % of Consideration Amount towards full payment of booking amount.

Upon the aforesaid payment of total 10% of Consideration Amount i.e booking amount, we will call upon you to execute and register the Agreement for Sale in respect of the said Flat and you shall within a period of 30 (Thirty) days from such intimation from our end make yourself

available for execution and registration of the said Agreement for Sale. In the event of your default in execution and registration of the Agreement for Sale within the aforesaid stipulated period, we will serve a written notice of 15 (Fifteen) days calling upon you to execute and register the Agreement for Sale failing which, we may at our sole discretion cancel the said allotment and refund the booking amount paid by you without any interest thereon subject to adjustment of non-refundable amounts paid to the government authorities towards taxes etc., brokerage paid to the broker/channel partner in this deal and pre-estimated amount of Rs. 1,00,000/- (Rupees One Lakh Only) towards reservation charges. We may grant you such further time extension for execution and registration of the Agreement subject to payment of default interest as specified herein.

The balance payment of 90% of the Consideration Amount shall be made by you as per the payment schedule provided below:

PAYMENT SCHEDULE:		
Stage		Amount (In Rs.)
20 % of the Consideration Amount within 7 days from the date of execution of Agreement for Sale.	-	
15% of the Consideration Amount	-	

on completion of Plinth of the new building in which the flat is located.		
25% of the Consideration Amount on completion of all slabs including podium and stilt of the new building in which the flat is located. The said 25% of Consideration Amount shall be paid in ____ (equivalent to No. of floors and stilt, podium etc.) equal instalments as per the demand letter issued by the Developer.	-	
5% of the Consideration Amount on completion of walls, internal plaster, flooring, doors and windows of the said Flat.	-	
5% of the Consideration Amount on completion of sanitary fittings, staircases, lifts upto the floor of said Flat.	-	

5% of the Consideration Amount on completion of external plumbing, external plaster, elevation, terraces with waterproofing of the building in which the said Flat is located.	-	
10% of the Consideration Amount on completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain as stated in the Agreement for sale.	-	
5% of the Consideration Amount i.e balance amount at the time of handing over possession of the Apartment	-	
Other charges include Scanning charges, Legal costs, charges and expenses upon execution of the		

Agreement for Sale	
Stamp Duty and Registration fees	On Actuals To be paid directly to the authorities
GST or other Taxes	On Actuals as per the demand letter by the Developer

Please note the terms and conditions of this Allotment:

1. The Consideration Amount as mentioned above 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 MCGM/Government from time to time. We shall enclose the said notification/order/rule/regulation published/issued by the MCGM, Government or such other authority while raising the demand for payment of such increased/escalated amounts.
2. Apart from the Consideration Amount, you shall deposit with us the following amounts on or before delivery of possession of the said Flat, as per our demand letter:-

- i) Rs. _____ for share money, application entrance fee of the Society.
 - ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society.
 - iii) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.
 - iv) Rs. _____ for deposit towards water, electric and other utility and services connection charges.
- Rs. _____ for deposits for electrical receiving and sub-station provided in layout.

3. We may at our sole discretion provide a rebate for early payments on instalments towards Consideration Amount by discounting such early payments @ ____% per annum for the period for which the respective instalment has been preponed.
4. Timely payment is the essence of this allotment.
5. We shall send a demand letter for each of the above payment mentioning the amount of payments towards each heads including default interest etc. and the due date for such payment which shall be 7 (seven) days from the date of such demand.
6. Any communication including demand letter shall be sent to you via email on your email address _____ or by post/courier at your address mentioned hereinabove. We shall not be responsible

for non-receipt of our communications to you in case of any change in the address or email address not notified to us in writing and any such communication shall be deemed to be served upon you on the same being issued from our end.

7. You shall be liable to pay default Interest as prescribed by the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder as amended from time to time, on all delayed payments made after the due date as specified in our demand letter.
8. All the payments to be made by you shall be first adjusted towards the default interest and then towards the payment of instalments of Consideration Amount or other payments as mentioned herein.
9. Upon you committing three defaults of payment of installments, we shall at our own option, may terminate this allotment after giving you a written notice of fifteen days. Upon termination of the allotment, we will refund the Consideration Amount paid by you without any interest thereon.
10. You hereby specifically agree that during your meetings with our sales team, we have given you sufficient information regarding our Project and flat you propose to purchase and only upon satisfying yourself regarding the title, approved plans, project status, carpet area, amenities, costs and charges etc. you have made your request

for allotment of this flat, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. You further confirm and undertake to not make any claim against the Developer or seek cancellation of the allotment or refund of the monies paid for reason of anything contained in the publicity material / advertisement published in any form or in any channel.

11. This allotment is subject to the provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as applicable for the state of Maharashtra.

You are requested to sign this letter in duplicate to confirm your agreement to bind by the terms and conditions contained herein.

Thanking You,

Yours Faithfully,

For M/s SHREE SIDDHI DEVELOPERS

I/ We Accept

Authorised Signatory

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** entered into at Mumbai on this _____ day of _____, 2017

BETWEEN

M/s Shree Siddhi Developers, a registered partnership firm within the meaning of Section 4 of the Indian Partnership Act, 1932, having its office at 12/1, Sudama Tower, behind Kasturi Plaza, Manpada Road, Dombivili (E), 421201, through its partner Mr. _____ hereinafter called the “**Developer/Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners for the time being and from time to time, their respective heirs, executors, administrators, successors and assigns) of the **One Part**

AND

_____, age: _____, an
Indian Inhabitant, residing at

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

The Developer/Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”

WHEREAS:

- A) Om Sat Nivas Co-operative Housing society Limited ("Society"), a co-operative Housing Society registered under the Maharashtra Co-operative Housing Societies Act, 1960 under Registration Number BOM/HSG/3364/72 on 19th February 1972 is absolutely seized and possessed of or otherwise well and sufficiently entitled to the perpetual leasehold rights in respect of the immovable property viz. all that piece and parcel of land admeasuring approximately 540.892 sq. mtrs bearing Plot No. 163-C of Dadar Matunga Estate, bearing C.S. No. 156/B 10 of Matunga Division at Dr. Babasaheb Ambedkar Road, Dadar East (hereinafter referred to as the "said Plot") together with ownership rights of the building standing thereon comprising of ground plus three upper floors in the Municipal Ward No. F/North (hereinafter referred to as the "Old Building"). (The Plot and the said Old Buildings are collectively referred to as the **"Property" or the "Project Land"** and more particularly described in the **FIRST SCHEDULE** hereunder written.)
- B) By virtue of Development Agreement dated 10th June, 2004 executed by the Society in favour of the Developer/Promoter registered vide Deed of Confirmation dated 11th January, 2010 under registration No. BBE3- 347/2010 at Sub-Registrar of Assurances Bombay (hereinafter referred to as "the Development Agreement"), the Society granted to the Developer/Promoter development rights in respect of the said Property on the terms and conditions contained in the Development Agreement.
- C) Pursuant to said Development Agreement, the Developer/Promoter is entitled to demolish existing Old Building standing on the Plot, construct new multi-storied residential building in its place, allot

residential flats to the present members of the Society and to dispose off the balance flats by way of sale or otherwise to the intending buyers and to receive the sale consideration in respect thereof.

D) Accordingly, the Developer/ Promoter proposes to construct on the Property a multi storey building comprising of stilt and 7 upper floors with 28 residential units out of which 14 residential units are reserved for present members of the Society and 14 units are available for sale with the Developer.

E) The Developer/Promoter has appointed M/s.Manas Consultant (Consulting Architect & Chartered Engineers) having office at Ground floor, Building No. 43/844, Anand Society, Samata Nagar, Thakur Village, Kandivali East, Mumbai - 400101 duly registered with the Council of Architecture bearing their Registration No. _____, as its Architects and has entered into a standard agreement as prescribed by the Council of Architects.

F) The Promoter has also appointed Mr. Gireesh M Rajadhyaksha as its Structural Engineer for the preparation of a structural design and the drawings and specifications for the construction of the proposed building. The Developer/Promoter accepts the professional supervision of Architect and structural Engineer till the completion of the building.

G) Since the said Old Building was earlier assessed under "A" category cess building and is now as Non-cessed property as per the provisions of the Maharashtra Housing and Area Development Act, 1976

("MHADA ACT") (as amended up to date) therefore governed by the Mumbai Building Repairs and Reconstruction Board (the "Board"), a unit of MHADA under the provisions of the MHADA ACT, the Promoter approached MHADA for obtaining its no-objection for the redevelopment of the Property.

H) Accordingly, vide its NOC dated 24TH March, 2015 bearing reference No. R/NOC/F-2321/2199/MBRRB-15 (copy enclosed as **Annexure "A"**) the Board granted its no-objection for redevelopment of the Property with FSI 2.5 or the FSI required for rehabilitation of the existing tenants and/or occupiers plus 50% incentive FSI, whichever is higher, in accordance with modified D. C. Regulations 33(7) and Appendix -III to the D. C. Regulations subject to the terms and conditions mentioned therein including the condition to rehabilitate the existing tenants/occupants of the said Old Buildings as certified by MHADA.

I) Based on the above referred NOC, the Developer/Promoter got the plans prepared through its Architect and has obtained the approval to the plans, specifications, elevations and sections of the New Building to be constructed on the Property from the MCGM vide I.O.D. No. CHE/CTY/1210/F/N/337(NEW) dated 3rd October, 2016. A copy of the IOD is being annexed hereto as **Annexure "B"**. The Developer/Promoter has at present got approval for construction of a multi-story building with stilt plus 7(pt) upper floors and shall obtain required permission for full 7th floor.

J) The Promoter upon compliance of the terms of IOD as required, has obtained Commencement Certificate bearing

No.CHE/CTY/1210/F/N/337 (NEW) dated 2nd May, 2017 for commencement of construction upto plinth level as per approved plans dated 3rd October, 2016. The copies of the Commencement Certificates issued and updated from time to time are collectively annexed hereto as **Annexure "C"**.

K) In accordance with the aforesaid approvals, the Developer/ Promoter has demolished the buildings/structures standing on the said Property and is proposing to construct a new building thereon to be called "Om Sat" (hereinafter referred to as the "New Building") on the said Property which New Building as per the Latest Plans proposes to have stilt and 7 upper floors

L) The Allottee has applied to the Developer/Promoter for allotment of Flat No. _____ on _____ floor and has been allotted Flat No. _____ having carpet area of _____square mtrs. ("Carpet Area" means the net usable floor area of flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat) in newly constructed Building (hereinafter referred to as the '**Flat**' more particularly described in **Second Schedule** and the floor plan of the flat is annexed hereto and marked as **Annexure D**);

M) On demand from the Allottee, the Developer/Promoter has given inspection to the Allottee of all the documents of title relating to the

project land and the plans, designs and specifications prepared by the Developer/Promoter's Architect and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;

N) The authenticated copy of "Certificate of Title" issued by Advocate of Developer/Promoter -Adv. Samir K.Vaidya and copy of property card is annexed hereto and marked as "**Annexure E & F**" respectively.

O) While sanctioning the said plans concerned local authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Property and the said building 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.

P) The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all 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;

Q) Prior to execution of these presents the Allottee has paid to the Developer/Promoter a sum of Rs. _____ (Rupees _____ only) towards booking amount for the Flat agreed to be sold by the Developer/Promoter to the Allottee (the payment and receipt whereof the Developer/Promoter doth hereby admit and acknowledge) and

Allottee has agreed to pay to the Developer/Promoter the balance of the sale consideration in the manner hereinafter appearing;

R) The Developer/Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016("RERA") with the Real Estate Regulatory Authority at _____no._____; authenticated copy is attached in "**Annexure G**".

S) Under Section 13 of the said Act the Developer/ Promoter is required to execute a written agreement for sale of the said Flat with the Allottee being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. PROJECT DETAILS:

The Developer/Promoter intends to construct the building consisting of stilt and 7 upper floors on the Project Land in accordance with the plans, designs and specifications as approved or to be approved by Municipal Corporation of Greater Mumbai from time to time. The Allottee has been explained and has understood that the Promoter as of now has valid approval from MCGM for construction of building upto 7 (pt) floors out of 7th full floor it proposes to build. In the event the Promoter is unable to construct the building with 7th full floor as envisaged due to any reasons, then the building will be constructed only upto 7 (pt) floor without any other change in building layout or units therein. Having understood the same, the Allottee hereby

confirms his/her/their no objection for construction of the building with 7 (pt) or 7th full floor, as disclosed above. The Allottee also confirms that the Promoter may make such minor changes or additions or alterations as may be required or necessary due to architectural and structural reasons duly recommended by the Architect or Engineer after declaration and intimation to the Allottee. Provided that the Developer/Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by Government authorities or due to change in Law.

2. DESCRIPTION OF FLAT, CAR PARKS(S) AND COMMON AREAS AND FACILITIES & TOTAL CONSIDERATION

2.1 At the request of the Allottee, the Promoter has agreed to sell and the Allottee hereby agrees to purchase from the Developer/Promoter a residential Flat bearing No. _____ admeasuring _____sq. mtrs. (carpet area) on _____floor of the new building "Om Sat" as shown on the floor plan hereto annexed and marked as **Annexure "F"** hereto together with _____ covered parking space/s bearing No. _____ in the stack unit to be constructed as per the layout alongwith right to use the common areas and facilities as mentioned the **Third Schedule** hereunder written for the Total Consideration of Rs. _____ (Rupees_____only) including Rs. _____(Rupees_____only) being the price of the Flat, Rs. _____ (Rupees _____ Only) being proportionate price of the common areas and facilities and Rs. _____ (Rupees _____ Only) towards parking

space being no. _____. Thus, the total aggregate consideration amount for the Flat including covered parking and proportionate charges for common areas and facilities is Rs. _____/- (Rupees _____ only).

- 2.2 Along with the aforementioned Total Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause 6 of this Agreement.
- 2.3 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Flat to be provided by the Developer in the said Building and the Flat as are set out in **Annexure G**, annexed hereto or its equivalent thereof. The Allottee is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Allottee shall not raise any objection in respect thereof hereafter.

3. **VARIATION IN THE CARPET AREA:**

The Developer/ Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate is granted by MCGM, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for carpet area shall be recalculated upon confirmation by the Developer/ Promoter. If there is any variation in carpet area, then the only recourse shall be pro-rata adjustments in the last installments payable by the Allottee as per the payment schedule above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.

4. **PAYMENT SCHEDULE AND MANNER OF PAYMENT:**

4.1 The Allottee had paid on or before execution of this agreement a sum of Rs. _____(Rupees _____only) as advance payment and hereby agrees to pay to the Developer/Promoter the balance amount of Rs. _____(Rupees _____only) in the following manner (hereinafter referred to as Payment Plan):

- i) Amount of Rs. _____(Rupees _____only) to be paid to the Developer/Promoter within 7 (seven) days after execution of Agreement;
- ii) Amount of Rs. _____(Rupees _____only) to be paid to the Developer/Promoter within 7 (seven) days on completion of Plinth of the building;
- iii) Amount of Rs. _____(Rupees _____only) to be paid to the Developer/Promoter within 7 (seven) days from completion of the each of slabs including stilt of the building;
- iv) Amount of Rs. _____(Rupees _____only) to be paid to the Developer/Promoter within 7 (seven) days on completion of walls, internal plaster, floorings doors, windows of the said Flat;
- v) Amount of Rs. _____(Rupees _____only) to be paid to the Developer/Promoter within 7 (seven) days on completion

of the sanitary fittings, staircases, lift, upto the floor level of the said Flat;

- vi) Amount of Rs. _____ (Rupees _____ only) to be paid to the Developer/Promoter within 7 (seven) days on completion of the external plumbing and external plaster, elevation, terrace with water proofing of the building;
- vii) Amount of Rs. _____ (Rupees _____ only) to be paid to the Developer/Promoter within 7 (seven) days on completion of lift, electrical fittings, plinth protection and all other requirements as may be prescribed in the Agreement for Sale of the building;
- viii) Balance Amount of Rs. _____ (Rupees _____ only) to be paid to the Developer/Promoter against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

4.2 Intimation forwarded by Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee as per the payment schedule mentioned in this Clause, and the Allottee shall make

all payment/s to the Developer on or before the due dates (as mentioned in the demand notice issued by the Developer), time being the essence of this Agreement.

- 4.3 All payments to be made by the Allottee under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the Developer. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Flat, the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of the Developer.
- 4.4 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer may at its option be entitled to exercise the recourse available hereunder.
- 4.5 Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.5000/- (Rupees Five Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

- 4.6 The Allottee is aware that the Allottee has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 4.7 The Developer/ Promoter may allow, in sole discretion, a rebate for early payments by discounting such early payments @ _____ % per annum for the period for which the respective installment has been preponed. Such rebate shall not be revised or withdrawn by the Developer/ Promoter, if granted.
- 4.8 The said 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 MCGM/Government from time to time. The Developer/ Promoter undertakes and agrees that while raising a demand on the Allottee for payments towards such increase in development charges, cost or levies imposed by MCGM, MHADA etc. the Developer/ Promoter shall enclose the notification/order/rule/regulation published/issued by the concerned authority in that behalf, which shall only be applicable on subsequent payments.

5. TAXES:

The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Promoter by way of Value Added Tax, Service Tax, Good and Services Tax, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Promoter) upto the date of handing over the possession of the Flat. The Promoter shall from time to time raise demand notice for payment of such additional taxes and levies.

6. PAYMENT OF OTHER CHARGES:

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer/Promoter an aggregate amount of Rs. 5,65,000/- (Rupees Five Lakhs Sixty Five Thousand Only) towards the following estimated charges:-

- i) Rs. _____ for share money, application entrance fee of the Society;
- ii) Rs. _____ towards Society formation and registration charges;
- iii) Rs. _____ for deposit towards water, electric and other utility and services connection charges;
- iv) Rs. _____ for deposits for electrical receiving and sub-station provided in layout,
- v) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society.
- vi) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.

Other than above the Allottee shall pay to the Developer such sum as mentioned above for meeting all legal cost, charges and expenses,

including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance/assignment.

7. DEVELOPER TO APPROPRIATE DUES:

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

8. TIME IS OF ESSENCE:

- 8.1 Time is essence for the Developer/ Promoter as well as the Allottee. The Developer/ Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the Society after receiving the occupancy certificate or completion certificate or both, as the case may be.
- 8.2 Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her under this Agreement.
- 8.3 It is clarified that for all the payments payable under this Agreement by the Allottee, the Due Date for such payment shall be mentioned in the demand notice that will be sent by the

Developer and the Allottee shall not dispute such due date in any manner whatsoever.

9. **INTEREST:**

- 9.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("**Interest**") per annum from the date they fall due till the date of receipt/realization of payment by the other Party.
- 9.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 9.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Flat and the Car Park(s) and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer. The Allottee also agrees that the Promoter shall be entitled to withhold the handover of possession of the Flat to Allottee till the

time all payments due and payable under this Agreement are duly paid and discharged by the Allottee.

10. **FSI**

10.1 The Developer/ Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1788.40 sq. mtrs. only and Developer/ Promoter has planned to utilize Floor Space Index of 1788.40 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 Developer/ Promoter has disclosed the Floor Space Index of 2.5 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by utilizing the proposed FSI and on the understanding that the declared FSI shall belong to Developer/Promoter only.

10.2 The Allottee acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Property including the existing and future FSI and /or transferable development rights ("**TDR**") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of Building(s) and development of facilities and/or amenities on any part of the Project Land or elsewhere as may be permitted and in such manner as the Developer deems fit.

11. ADHERENCE TO SANCTIONED PLAN:

The Developer/ 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 authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee obtain from MCGM occupancy certificate in respect of the said Flat.

12. POSSESSION:

12.1 The Developer/Promoter shall give possession of the Flat to the Allottee on or before _____day of 20____. If the Developer/ Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Developer/ Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Flat with interest at the same rate as may mentioned in the 9 hereinabove from the date the Developer/Promoter received the sum till the date the amounts and interest thereon is paid. **Provided** that the Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which Flat is situated is delayed on account of War, civil commotion or act of God and any act of force majeure or Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 12.2 The Developer/Promoter shall within 7 (seven) days from the date of receipt of the Occupation Certificate from the MCGM and subject to the payment being made by the Allottee as per the Agreement, offer in writing the possession of the Flat to the Allottee and the Allottee shall take possession of the said Flat within 15 (fifteen) days from the date of issue of such notice and the Developer/Promoter.
- 12.3 The Allottee agrees to pay the maintenance charges as determined by the Developer/Promoter or society, as the case may be from the date of expiry of 15 days from the date of offer of the possession made by the Promoter to the Allottee, irrespective of failure of the Allottee to take possession thereof.
- 12.4 The Allottee hereby agree/s that in case the Allottee fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Allottee shall in addition to the above, pay to the Developer holding charges at the rate of Rs. _____ (Rupees _____ only) per month per square meter of the Total Area of the Flat ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- 12.5 The Allottee hereby agree/s that in case the Allottee fail/s to respond and/or neglect/s to take possession of the Flat within the aforementioned time as stipulated by the Developer and/or cancel / terminate this Agreement, then the Developer shall also

be entitled to reserve his right to forfeit the entire amount/s received by the Developer towards the Flat along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Flat.

12.6 Further, in the event the Developer is unable to file for occupation certificate on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Developer shall refund the amounts received from the Allottee along with applicable Interest from the date of payment of such amount till refund thereof.

13. OUTGOINGS:

13.1 From the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building.

13.2 Until the conveyance/assignment of the structure of the Building(s) to the Society, the Allottee shall pay to the Developer such proportionate share of outgoings as may be determined by the

Society. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance/assignment being executed in favour of the Society the balance amount of deposits shall be paid over by the Developer to the Society

14. DEFAULT BY ALLOTTEE /S:

- 14.1 Without prejudice to the right of the Developer/ Promoter to charge interest in terms of clause 9 above, on the Allottee committing total 3 (Three) defaults in payment of any instalment or other payment as stated in this Agreement, the Developer/Promoter shall at its own option, may terminate this Agreement.
- 14.2 **Provided** that, Developer/ Promoter shall give notice of fifteen days of writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the email address provided by the Allottee, of its 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.
- 14.3 If the Allottee fails rectify the breach or breaches mentioned by the Developer/ Promoter within the period mentioned in notice then at the end of such notice period, Developer/ Promoter shall be entitled to terminate this Agreement and forfeit (a) booking

amount from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "**Non-Refundable Amount**").

- 14.4 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms.
- 14.5 The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee and the Developer's right to sell/transfer the Flat including but not limited to Car Park(s) to any third party.

14.7 For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Allottee waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever.

14.8 The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

15. DEFECT LIABILITY PERIOD:

15.1 If the Allottee brings to the notice of the Developer any structural defect in the Flat/Building within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Developer without further charge to the Allottee. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / Building or defective material being used or regarding workmanship, quality or provision of service.

15.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 15.1, the Developer shall not be responsible for the cost of re- instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

15.3 Further, if the Allottee or any of the occupiers of the new building carry out any construction/ repair, renovation or interior work which is contrary to the sanctioned plan or which damages the

building or construction or other amenities of the said new building, then the Promoter shall not be held responsible or liable for the same. The Allottee shall indemnify the Developer and the other flat buyers and keep them indemnified against any damage, loss, fine, levy, penalty or cost, charges, expenses or liability that may be caused or incurred or suffered by the Developer or such other flat buyers due to any internal or external work, repair or improvement done by the Allottee.

16. TERMINATION BY ALLOTTEE/S BEFORE DELIVERY DATE:

In the event, the Allottee intends to terminate this Agreement, then the Allottee shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Allottee shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt according to Clause 14.3 to 14.8 above.

17. TRANSFER:

- 17.1 Only after payment of (i) minimum 50% (fifty) percent of the Total Consideration by the Allottee and (ii) a term of 11/2 (one and a half) years (i.e. eighteen months) has elapsed from the Allotment Letter dated _____, whichever is later from (i) and (ii), the Allottee may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/

governmental directions, the Allottee/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee under this Agreement and payment of applicable transfer / administrative fee of Rs. _____ (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Flat to the Developer.

- 17.2 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 and subsequent Allottee of the Flat in case of a transfer, as the said obligation go along with the Flat for all intents and purposes.

18. ASSOCIATION STRUCTURE AND CONVEYANCE/ASSIGNMENT OF PROJECT LAND:

- 18.1 Since presently, the Society is already in place, the Allottee along with other Allottee (s)s in the building shall become member of the Society 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 becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer/Promoter within seven days of the same being forwarded by the Developer/Promoter to the Allottee(s), so as to enable the Developer/Promoter to register the common organization of Allottee(s). No objection shall be taken by the Allottee 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 any other competent authority.

- 18.2 The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building(s).
- 18.3 The Developer shall within the time limit stipulated under the RERA and rules made thereunder, transfer and assign the Project Land and building and other structures constructed thereon in favour of the Society and also handover all necessary permissions, certificates, plans and title documents etc. to the said Society. The Society including the Allottee herein shall preserve and maintain all documents, plans received from the Developer and subsequently carry out necessary repairs, structural audit, fire audit at regular interval and also present periodical structural audit reports and repair history as per the requirements of the Chief Fire Officer through the authorized agency of MCGM.
- 18.4 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all Allottee/s of flat(s)/premises/units in the Building(s) in the same proportion as the total area of the /flat(s)/premises/units bears to the total area of all the flat(s)/premises/units in the said Building

19. RIGHTS OF THE DEVELOPER:

- 19.1 Developer obligation for obtaining occupation certificate (OC)/completion certificate (CC): The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said

Plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat.

- 19.2 Hoarding rights: The Allottee hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Society and the Allottee agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the Society for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).
- 19.3 Retention: subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flats in the Project which may be subject to different terms of use.
- 19.4 Unsold flat: All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building /Project Land, including without limitation, parking spaces and other spaces in the basement shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted flat(s)/premises/units and shall be entitled to enter upon the Project Land and the Building(s) to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary. The Developer shall without any reference to the Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or

unallotted flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different flat(s)/premises/units in the Building(s) on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the Society. The Allottee or Society shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

- 19.5 Mortgage & Security: The Developer if it so desires shall be entitled to create security on the Project Land together with the Building(s) being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and Building(s) constructed thereon in favour of the Society. The Allottee hereby gives express consent to the Developer to raise such financial facilities against security of the Project Land together with the Building(s) being

constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be transferred hereunder.

20. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER:

The Developer/Promoter hereby represents and warrants to the Allottee as follows:

- i) The Developer/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;
- ii) The Developer/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;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project save and except a litigation as disclosed in the title report issued by Advocate annexed herewith;
- v) All approvals, licenses and permits issued by the MHADA, MCGM, and other competent authorities with respect to the Project, project land and said building 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 the said building shall be obtained by following due process of Law and the Developer/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 and common areas;

- vi) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- viii) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- ix) At the time of execution of the conveyance deed of the said structure to the of Allottees the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Association of the Allottees
- x) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, notice from the impositions, premiums,

damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi) No 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 by or served upon the Developer/Promoter in respect of the project land.
- xii) The Developer/Promoter shall maintain a separate account in respect of sums received by the Developer/Promoter from the Allottee as advance or deposit and shall utilize the amounts only for the purposes for which they have been received.
- xiii) After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the Flat 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 who has taken or agreed to take such Flat.

21. REPRESENTATION AND WARRANTIES BY THE ALLOTTEE:

The Allottee with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer/Promoter as follows:

- i) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date of possession of

the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities if required;

- ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated or the Flat 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 Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In event of the Allottee 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 Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof , nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural repairs in the Flat without the prior written permission of the Developer/Promoter and/or the Society.
- 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii) Pay to the Developer/Promoter within 15 days of demand by the Developer/Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with possession of the Flat until all the dues payable by the Allottee to the Developer/Promoter under this Agreement are fully paid up.
- x) To use the said Flat and the car parking space for its bonafide use.
- xi) The Allottee shall observe and perform all the rules and regulations of the Society. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii) Till a conveyance of the structure of the building in which flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Developer/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.

- xiii) Till a conveyance of the said Land on which the building is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof
- xiv) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or the said project land and building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking space, lobbies, staircase, terrace, will remain the property of the Developer/Promoter until the said structure of the building is transferred to the Society.

22. ENTIRE AGREEMENT:

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

23. AMENDMENTS:

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

24. ENFORCEABILITY OF PROVISIONS:

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.

25. EXECUTION AND REGISTRATION OF THE AGREEMENT:

The execution of this Agreement shall be complete only upon execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Developer/Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of Sub-Registrar. The Allottee and/or Developer/Promoter shall present this Agreement within the time limit prescribed by the Registration Act and the Developer/Promoter intend such office and admit execution thereof.

26. NOTICES:

That all notices to be served on the Allottee and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the

Developer/Promoter by Registered Post at their respective addresses or by email as specified below:

Name of Allottee

Allottee Address

Email:

M/s _____ Developer/Promoter name
(Developer/Promoter Address)

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

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

27. STAMP DUTY AND REGISTRATION CHARGES:

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

28. DISPUTE RESOLUTION:

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

Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. GOVERNING LAW AND JURISDICTION:

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

IN WITNESS WHEREOF the Parties have hereto set and subscribed their respective hand and seal the day and year first hereinabove written.

FIRST SCHEDULE REFERRED HEREINABOVE

All that pieces or parcel of leasehold land or ground, hereditaments and premises admeasuring approx.. about 540.892 sq. mtrs with the building standing thereon consisting ground + three upper floors bearing Municipal Ward No. F/North bearing Plot No. 163-C of Dadar Matunga Estate, Cadastral Survey No. 156/B 10 of Matunga Division at Dr. Babasaheb Ambedkar Road, in the registration district of Mumbai and bounded as follows:

On or towards North by	:	Plot No. 162/D
On or towards East by	:	Plot No. 163/E
On or towards South by	:	Plot No. 163/A
On or towards West by	:	Road No. 163/D

SECOND SCHEDULE REFERRED HEREINABOVE

A self-contained flat bearing No. ____ on the _____Floor admeasuring____sq. ft. carpet area excluding fungible area in the building known as _____situate lying and being at Municipal leasehold plot being Plot No. 163-C of Dadar Matunga Estate, bearing C.S. No. 156/B 10 of Matunga Division admeasuring 535.12 sq. meters within the Registration District of Mumbai City and Mumbai Suburban District.

THIRD SCHEDULE REFERRED TO HEREINABOVE

(Common/limited common areas and facilities)

THE COMMON SEAL OF)
THE withinnamed "DEVELOPER/PROMOTER")
Messers Shree Siddhi Developers,)
in the presence of)
1
2

SIGNED AND DELIVERED)
By the withinnamed ALLOTTEE)
_____)
In the presence of ...)
1) _____)
2) _____)

