

Draft for approval

AGREEMENT

This Agreement is made at Mumbai on this _____ day of July, 2017, **Between M/s. Heritage Housing Corporation** a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at C.T.S. No. 1774 To 1777, Village Kiroli, Jay Bhavani Compound, L.B.S. Marg, Ghatkopar(West), Mumbai 400086 hereinafter referred to as “**the Promoter**” of the **One Part And Mr. _____** having _____ address _____ at _____, hereinafter referred to as “**the Allottee**” of the **Other Part**.

Whereas the State Government (Collector) is the owner of a Slum Plots bearing C.T.S. No. 1774, 1775, 1776B, and 1777 total admeasuring 7348.2 and CTS No. 1776 A (pt) admeasuring 1589.01 aggregating to 8937.21 Sq. Mtrs. or thereabouts of Village Kiroli, Jay Bhavani Compound, L.B.S. Marg, Ghatkopar (West), Mumbai 400 086 (hereinafter referred to as the “**Said Property**”) and more particularly described in the Schedule hereunder written.

And whereas the Slum Dwellers occupying structures standing on the said Property have come together and propose to form a co-operative Housing Society (hereinafter referred to as “**the proposed society**”) with the intention to develop/ redevelop the said Property as ‘**Slum**’ under the relevant provisions of said Slum Act.

And whereas there are Two (2) Societies on the said Plot namely (1) **Jivdaya (SRA) Housing Society Ltd.** and (2) **Sai Krupa (SRA) Housing Society (Proposed)** and the Society (1) Jivdaya (SRA) Housing Society Ltd. having 287 Members/Occupants/Slum Dwellers on the said plot and the Society (2) Sai Krupa (SRA) Housing Society (Proposed) having 72 Members/Occupants/Slum Dwellers on the said plot.

And whereas the Society (1) Jivdaya (SRA) Housing Society Ltd. is situated on the Plot bearing C.T.S. Nos. 1774, 1775, 1776B and 1777, area admeasuring 7348.2 Square Meters. The Society (2) Sai Krupa (SRA) Housing Society (Proposed) is situated on the Plot bearing C.T.S. No.1776A (Pt) area admeasuring 1589.01 Sq. Mtrs thereabouts.

And whereas in all there are 359 (three hundred and fifty nine) Tenements/Occupants/Slum Dwellers on the said Plot.

And whereas the property bearing C.T.S. Nos. 1774, 1775, 1776B, 1777 and C.T.S. No.1776A (pt) are collectively hereinafter referred to as the “**said Property**”.

And whereas the Society (1) Jivdaya (SRA) Housing Society Ltd. approached to **M/s. Ambaji Construction** and requested them to develop/re-develop the said Property under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) (Amendment) Act, 2005, The Members formed the said Society M/s Jivdaya (SRA) Housing Society Ltd. and agreed to grant development rights in respect of the said Property to the said Ambaji.

And whereas the Society in its General Body Meeting held on 31-01-2010 unanimously resolved to appoint **M/s. Ambaji Construction** and/or its nominee/s as its developers to develop / redevelop the said Property under “Slum Rehabilitation Scheme” under 33(10) of the D.C.R., 1991 and also unanimously agreed to execute the Development Agreement (Kararnama), Power of Attorney (Mukhtyarnama) and other relevant documents in favour of M/s. Ambaji Construction.

And whereas by a Development Agreement dated 29-01-2010 executed by and between **M/s. Ambaji Construction** (therein referred to as the **Developers**) of the One Part, and **Jivdaya (SRA) Housing Society Ltd.** of the second part (therein referred to as the **Proposed Society**). The proposed society therein granted to the said **Ambaji** sole and exclusive development right in respect of the said property to develop the said property in the manner said **Ambaji** may in their discretion determine according to sanctioned building plans and after obtaining all requisite permissions and sanctions for the purpose.

And whereas pursuant to the said Development Agreement, the said society has also executed the Irrevocable Power of Attorney dated 29-01-2010 in favour of Ambaji appointing Ambaji as its Constituted Attorney in respect of the said property.

And whereas the said property is declared Slum. A copy of the Letter (ENC) from Dy. Collector dated 23.12.2011 is annexed herewith and marked as **Exhibit A**.

And whereas the Additional Collector (ENC/R) vide his letter directed the Deputy Collector (ENC/R) to conduct a survey to verify the eligibility of the Slum Dwellers on the said plot and accordingly forward the Annexure II to SRA.

And whereas the Slum Dwellers/Members of Jivdaya (SRA) Housing Society Ltd. had also individually given their consents for developing the said Property by said Ambaji and/or its Nominees and the said Ambaji has more than 85% consent of the members of the Proposed Society.

And whereas as the said Property was declared “Slum” and therefore said Ambaji agreed to develop the said Property and provide and to rehabilitate the Slum Dwellers in the newly constructed buildings to be constructed on the said property as per Slum Rehabilitation Scheme under the Regulation 33(10) of the DCR, 1991.

And whereas the State Government leased out the said property on 14/12/1994 to **Dayabhai Waghji Patel**, the Lessee, for the period of 99 years w.e.f. August 1952 and from time to time the names of the heirs and legal representatives of Dayabhai Waghji Patel entered in the property cards.

And whereas since S.R.A. required NOC from the Lessee and/or his heirs and legal representatives enabling the S.R.A. to grant approval under 33(10) of D.C. Rule to said Ambaji and the heirs and legal representatives of Original Lessee **Dayabhai Waghji Patel** had given their consent and No objection to the S.R.A. to grant approval to said Ambaji under 33(10) of D.C.R. 1991 and the NOC was duly furnished to the Executive Engineers, SRA (Slum Rehabilitation Authority) and the same was duly accepted.

And whereas the SRA also issued LOI bearing No. SRA/ENG/2248/N/PL/AP dated 05/08/2009 and IOD bearing No.SRA/ENG/2249/N/PL/AP dated 05/08/2009 and Commencement Certificate bearing No. SRA/ENG/2248/N/PL/AP and Commencement Certificate bearing No.SRA/ENG/2249/N/PL/AP dated 25.01.2010, in respect of the Rehab Buildings.

And whereas said Ambaji have obtained the Commencement Certificates in respect of the Sale Component Buildings from the SRA bearing No._____ dated _____.

And whereas the Society (2) Sai Krupa (SRA) Housing Society (Proposed) in its General Body Meeting unanimously resolved to appoint M/s. Ambaji Construction and/or its nominee/s as its developers to develop/redevelop the said Property as “Slum” under the said Slum Act and also unanimously agreed to execute the Development Agreement (Karanama), Power of Attorney (Mukhtyarnama) and

other relevant documents in favour of said Ambaji. There are 72 Members/Occupants/Slum Dwellers in the said Society.

And whereas by the Development Agreement dated 13-12-2009, the Society (2) Sai Krupa (SRA) Housing Society (Proposed) agreed to entrust the development work and to complete the entire project under S.R.A. Scheme under Section 33(10) of D.C.R., 1991. The said Society also executed Power of Attorney and other relevant documents alongwith the said Development Agreement in favour of the said Ambaji in respect of the said property.

And whereas after execution, said Ambaji have complied with all the requisitions of Slum Rehabilitation Authority and have obtained Annexure II in respect of the said Society (2) Sai Krupa (SRA) Housing Society (Proposed) and thereafter applied for LOI (Letter of Intent) in respect of the said property and have obtained the LOI from the Slum Rehabilitation Authority bearing No._____ dated _____.

And whereas said Ambaji is entitled to develop the said Property under SRA Scheme and to provide to the Slum Dwellers the Permanent Alternate Accommodation in the Rehab building of the area as per the SRA Rules and Regulations and the area for Rehabilitation shall be demarcated separately for construction of Rehab building and rest of the area available to the said Ambaji or its Nominees for free sale.

And whereas the execution of the said Scheme is of a huge size and substantial, expertise and skills would be required to implement and complete.

And whereas therefore **M/s. Ambaji Construction** with **M/s. Heritage Housing Construction** have agreed to develop the said property in Joint Venture.

And whereas by the Joint Venture Agreement dated 10th July, 2014 executed by and between **M/s. Ambaji Construction** (therein referred to as the **Ambaji**) and **M/s. Heritage Housing Corporation** (therein referred to as the **Heritage**) in respect of the said property, the Heritage have agreed with the said Ambaji to develop the said Property in Joint Venture for the consideration and on the terms and conditions therein contained. The Promoter herein i.e. Heritage Housing Corporation is entitled to sell the sale component area to the extent of its share as mentioned in the said Joint Venture Agreement and M/s. Ambaji Construction is entitled to sell the sale component area to the extent of its share as mentioned in the said Joint Venture Agreement.

And whereas pursuant to the said Joint Venture Agreement, the said Ambaji have also executed the Irrevocable Power of Attorney dated 10th July, 2014 in favour of the Heritage appointing Heritage as its Constituted Attorney in respect of the said property.

And whereas the said Joint Venture Agreement was dully registered with the Sub-Registrar of Assurance under Serial No. KRL-2/6679/2014 on 11/07/2014 and the said Irrevocable Power of Attorney was dully registered with the Sub-Registrar of Assurance under Serial No. KRL-2/6680/2014 on 11/07/2014.

And whereas in view of the said Joint Venture Agreement dated 10th July, 2014 and the said Power of Attorney dated 10th July, 2014, the Promoter herein is entitled to have development rights in the said property and develop the said property under SRA Scheme.

And whereas the said lease dated 14/12/1994 was terminated by the Revenue Authority by its Order dated 27/08/2014 and thereafter pursuant to the Revenue Authority Order, the Collector has terminated the said lease vide letter dated 30/11/2015 and name of **Dayabhai Waghji Patel** and his heirs has been deleted from the Property Card and the name of the State Government has been entered into the said Property Card and now the said land is exclusively vest with State Government.

And whereas the promoters have obtained all the permissions to develop the said property under S.R.A. Scheme under Section 33(10) of D.C.R., 1991.

And whereas the building plan for the Building known as **Heritage Ahura Residency** is approved by the SRA vide IOA bearing No. _____ dated _____ and Commencement Certificate dated _____.

And whereas the Allottee/s has/have inspected the site and seen the sale building under construction and has/have taken inspection of all the documents as required under the Maharashtra Flat Ownership Act, 1963 and the Rules framed there under including :-

- (i) **Letter** of Intent bearing No. _____ dated _____
- (ii) **IOA** (Intimation of Approval) No. _____ dated _____ (extended/re-endorsed till date).
- (iii) **Commencement** Certificate No. _____ dated _____ (extended/re-endorsed till date).
- (iv) **The** Property Register Card of the said property.

- (v) **The** SRA approved Plans for the construction of the said building.
- (vi) **Development** Agreement dated _____
- (vii) Power of Attorney dated _____
- (viii) **Joint** Development Agreement dated _____
- (ix) **Power** of Attorney dated _____
- (x) **Title** Certificate dated _____ issued by _____
Advocates & Solicitors.

And Whereas the Promoters are entitled and enjoined upon to construct buildings on the said land in accordance with the recitals hereinabove;

And whereas the Promoter is in possession of the said land.

And whereas the Promoter has proposed to construct on the said land (here specify number of buildings and wings thereof) having _____
(here specify number of Basements,/podiums/slits and upper floors).

And whereas the Allottee is offered an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said "Apartment") in the ____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed in the ____ Phase of the said project, by the Promoter.

And whereas the Promoter has entered into the standard Agreement with an Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

And whereas the Promoter has appointed a '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.

And whereas by virtue of the Development Agreement/Power of Attorney, the Promoter alone has the sole and inclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale price in respect thereof;

And whereas the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects _____ and of such other documents as

are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and the rules made thereunder;

And whereas the copies of Certificate of Title issued by the attorney-at-law or advocate of the Promoter, 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 said land on which the Apartments are constructed or are to be constructed have been annexed thereto and marked Annexure ‘A’ ‘B’, respectively.

And whereas the copies of the plans of the layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

And whereas the 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 Annexure C-2.

And whereas the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter have been annexed hereto and marked Annexure D-1, and as approved by the concerned local authority have been annexed hereto and marked Annexure D-2.

And whereas the Promoter has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and details 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 Occupation Certificate of the said Building.

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 said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

And whereas the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

And whereas the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in wing _____ being constructed in the _____ phase of the said Project,

And whereas the carpet area of the said Apartment is _____ square meter (_____ square meter), and “ carpet area” means the net usable floor 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

And whereas relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the said Allottee, said Apartment at the price and on the terms and conditions hereinafter appearing.

And whereas prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.

And whereas the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at __ no. _____;

And whereas under section 13 of the said Act the Promoter is required to execute a written agreement for sale of said Apartment to the Allottee, being in fact these presents and also to register said agreement under the Registration Act,1908.

NOW 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 _____ basement and ground / stilt,/ podiums, and upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing to the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any Alteration or addition required by any Government authorities or due change in law.

- 1.a (i).** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one Apartment No. of the type of carpet area admeasuring sq. meter on Floor in the Building _____ alongwith (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof thereto annexed and marked as Annexure C for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited 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 limited common areas and facilities and parking spaces should be shown separately).
- (ii)** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____ /-
- (iii)** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Car parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium and/or open parking space, being constructed in the layout for the consideration of Rs. _____ /-
- 1(b)** The total aggregate consideration amount for the apartment including garages/car parking spaces is thus Rs. _____ /-
- 1(c)** The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as Earnest Money Deposit of application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs. (Rupees) in the following manner:-
- Amount of Rs..... /- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter on the execution of Agreement

- ii. Amount of Rs..... /- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing the said Apartment is located.
- iii. Amount of Rs..... /- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs..... /- (.....) (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.
- v. Amount of Rs..... /- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircase, lift wells, lobbies upto the floorlevel of the said Apartment.
- vi. Amount of Rs..... /- (.....) (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.
- vii. Amount of Rs..... /- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on the 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.
- viii. Balance Amount of Rs.... /- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupation 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, GST or any other similar taxes which may be levied, in connection with the construction and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the [Apartment/Plot].

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

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1(h) The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note : Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installment linked to number of basements/podium/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, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available in respect of the said land is square metres only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR of 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 increase 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 _____ as proposed to be utilized by him on the said 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.

4. The Promoter hereby agrees that he shall, before handing over possession of the Agreement to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the Allottee(s) Allottees of Apartments/shops/garages in the building/wing to be constructed on the said land (hereinafter referred to as "the Society"/"the Limited Company") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing,

is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said structure of the said building/wing by the Promoter in favour of the said Society/Limited Company, within two months of obtaining occupation certificate / completion certificate in respect of the said building or wing or on receipt of minimum of 60A% of the total Allottees in such a building or wing have taken possession and the Promoter has received the full consideration of such Allottees whichever is earlier.

5. The Promoter hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or Limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as “the Apex Body” or “Federation” or “Holding Company”) make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that he said Land is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment or lease of the said Land by the Promoter in favour of the said Apex Body/Federation/Holding Company, within two months or registering the society or company of the Apartment Allottee(s) of the last of the building or wing constructed on the said Land.

6.1 The Allottee agrees to pay to the Promoter interest at _____ per cent per annum on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

6.2 Without prejudice to right of Promoter to charge the interest in terms of sub clause (i) above, on the Allottee committing default in payment on due data of any amount due and payable by the Allottee to the Promoter under

this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement;

6.3 Provided that, Promoter shall give notice of seven days in writing to the Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach of breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies 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 and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

6.4 Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee(subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay the Allottee any interest on the amount so refunded.

7. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

8. The Promoter shall give possession of the Apartment to the Allottee on or before day of 20 if the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

9. 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-

- i. non-availability of steel, cement, other building materials, water or electric supply;
- ii. war, civil commotion or act of God;
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority.

10.1 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], the Allottee 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/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate* of the Project.

10.2 The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter giving written notice to the Allottee intimating that the said Apartment is ready for use and occupation.

10.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 10.1, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the Allottee. In case the Allottee fails to take possession within the time provided in clause **10.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

10.4 If within a period of Three years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the

Promoter any defect in the Apartment or the building in which the Apartment are situated or the material used therein, 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, then the Allottee shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of Three years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

- 11.** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop, godown for carrying on any industry or business.(*Strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking the Allottee's owned vehicle.
- 12.** The Allottee alongwith other Allottee's of Apartments in the building shall join in forming and registering the society 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 other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable Promoter to register the common organization of Allottee. 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 the Registrar of Companies, as the case may be, or any other Competent Authority.
- 13.1** The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

13.2 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 Promoter and/or the owners in the said land on which the building with multiple wings or buildings are constructed.

13.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said 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 said 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 shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contributions of Rsper month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/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 deductions provided for this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with terms and conditions contained herein.

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

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

- ii. Rs. for formation and registration of the Society or limited Company.
 - 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.
- 15. The Allottee shall pay to the Promoter sum of Rs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law, Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing or assignment of lease.**
- 16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building/wing of the building. At the time of registration of conveyance or Lease of the said Land, the Allottee shall pay to the Promoter, the Allottee's 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.**

17.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said

Land and also has actual, physical and legal possession of the said 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 said Land or the Project except those disclosed in the title report;
- iv. There are no litigations pending, before any Court of law with respect to the said 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, said 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, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at the times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common area;
- 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 created herein, may prejudicially be affected;
- vii. The Promoter has entered into any agreement for sale and/or development or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee 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 the Promoter shall handover lawful, vacant, peaceful, physical possession if 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 said Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good tenantable repair and condition from the date the 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 not carry or cause to be carried 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 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 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or 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, pipes in the Apartment and 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 damage to columns, beams, wall , 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 said 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 said 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 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 to any purposes 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 the possession of the Apartment, until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- x.** The Allottee shall observe and perform all the rules and regulations which the society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments 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 shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company/Apex Body / Federation regarding the Occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.
- xi.** Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
- xii.** Till a conveyance of the said Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and condition thereof.

18. **The** Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.
19. **Nothing** contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. 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 said Land is transferred to the Apex Body / Federation as hereinbefore mentioned.
20. **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 who has taken or agreed to take such [Apartment/Plot].
21. **BINDING EFFECT**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 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 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 for rectifying the default, which if not rectified within 7(seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the

booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 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.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of 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 of 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHENEVER REFERRED TO IN THE AGREEMENT

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

27. 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.

28. PLACE IF 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, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

29. The Allottee 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.

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

_____ Name of Allottee

_____ (Allottee Address)

Notified Email ID: _____

M/s. Heritage Housing Corporation Promoter Name

C.T.S. No. 1774 To 1777, Village Kirol, Jay Bhavani Compound,

L.B.S. Marg, Ghatkopar(West), Mumbai 400086 (Promoter Address)

Notified Email ID:heritagehc@yahoo.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the 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, as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNIN 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 _____ courts will have the jurisdiction for this Agreement.

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

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details
In case of a layout, in addition, the Promoter shall also disclose all the details as referred in sub-section (3) (a), (b), (c) and (d) of section 3 of the said Act.)

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities as referred in sub-section(2) (a) of section 9.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (INCLUDING JOINT BUYERS

(1) _____

(2) _____

At _____ on _____

In the presence of WITNESSES:

1. Name _____

Signature

2. Name _____

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

M/s. Heritage Housing Corporation

(Authorized Signatory)

Name **Mr. Anil G. Nair**

Signature

1. Name **Mr. Rajesh H. Jain**

Signature

Note - Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'-

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE
GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH
BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'-

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address:

Date:

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Dated day of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE – B

(Copies of Property Card or extract Village Forms VI and XII or any other revenue
record showing nature of the title of the Promoter to the said land).

ANNEXURE – C-1

(the copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – C-2

(the 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

ANNEXURE – D-1

the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter.

ANNEXURE – D-2

the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the concerned local authority.

ANNEXURE – E

(Specification and amenities for the Apartment)

Received of and from the Allottee above named the sum of Rupees On execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.

By order and in the name of the Governor of Maharashtra,

R.K. DHANAWADE,
Deputy Secretary to Government

ALLOTMENT LETTER

Ref: HHC/AL/___/2017

Dated:

To,

Dear Sir,

We are pleased to allot you Flat Premises No.____, “___” Wing, on ___ floor, admeasuring ___ sq. ft. carpet area in proposed building known as “**Heritage Ahura Residency**” to be constructed on the Plot bearing C.T.S. No. 1774, 1775, 1776B and 1777 and CTS No. 1776 A (pt) of Village Kirol, Jay Bhavani Compound, L.B.S. Marg, Ghatkopar (West), Mumbai – 400 086 for the lumpsum price/consideration of **Rs._____/- (Rupees _____ Only).**

This Allotment Letter of the said Flat Premises is issued to you subject to the payments being made by you in the following manner:

Already Paid by the Purchaser :Rs._____/-
To the Developer (Rs._____ only)

On or before issuance of Rs._____/-
This Allotment Letter (Rs. _____only)

The Purchaser shall pay a sum of **10%** of the balance consideration i.e. **Rs._____/- (Rupees _____ Only)** on or before completion of each and every slab (there are 11 slabs) to the Developers within 15 days from the date of intimation.

On Possession **Balance consideration of Rs._____-/-**
(Rs. _____ only)

N. B. 1. Stamp Duty and Registration and all other incidental charges in respect of the said Flat Premises shall be paid by Purchaser/Allottee as per the Government Rules.

2. **Brick** work, Internal Plaster, flooring work, bathroom work, tiling and plumbing work, shall start immediately on completion of 6th slab and shall be continued progressively along with RCC/Slab work.

3. **The Purchaser/Allottee** has verified the plans and all the papers relating to the construction of the said building and after verification, the Purchaser/Allottee has agreed to purchase the said Flat Premises.

4. **In the** event of the Purchaser/Allottee make any default and failed to pay the said amount within 15 days from receipt of the Notice of Demand from the Developers, the Purchase/Allottee have to pay interest @ 24% p.a. on the amount due and payment till that period and the said interest amount shall be added in the total aforesaid consideration.

5. **If the** Purchaser/Allottee fails to make the payment of installment plus interest for the delayed payment to the Developers on or before expiry of (15) fifteen days from the receipt of the third reminder from the Developers, this Allotment Letter automatically stands cancelled and the amount paid till then by the

Purchaser/Allottee shall stand forfeited and the Developers shall be entitled to allot the said Flat Premises to any third party and the Allottee/Purchaser shall not be entitled to raise any dispute for the same.

6. **The** Developers shall be entitled to amend the plans of the said building as per the BMC Norms & Rules and as per BMC requirement, without any changes in the area of the flat of the Purchaser/Allottee and the Purchaser/Allottee shall not be entitled to raise any disputes for the same. This Allotment Letter is not transferrable or assignable.
7. **The** possession of the said flat premises shall be handed over by the Developer to the Purchaser/Allottee within 36 months from the date of issuance of this Allotment Letter.
8. **The** Purchaser/Allottee shall also pay all other costs, charges and expenses including Service Tax and Value Added Tax (VAT), GST or any other taxes, cess and/or any other charges that may be levied or will be levied by the Government and/or Semi Government Authorities on or before possession of flat in the said proposed building.
9. **The** legal charges for formation of the society, the Development charges, one year Proportionate Maintenance charges, Property Tax and any other charges as applicable shall be charged separately on handing over possession of the flat in the said proposed building.

The Title Certificate of the said property will be issued by
M/s. H. J. Jain & Co., Advocates & Solicitors.

The Purchaser/Allottee shall be entitled to register the
Agreement pursuant to this Allotment Letter after expiry of
20 days from the date of this Allotment Letter. The copy of
the Agreement will be given to the Purchaser/Allottee.

Thanking you,

Yours faithfully,

For **M/s. Heritage Housing Corporation**

I Confirm

(**Partner**)

Signature of the Purchaser