

ALLOTMENT LETTER
Project: Asher Enclave

Ref No:- **SE/H1** ____ - ____ Date:- _____, 2017
Seller:- **M/S. PEREIRA BUILDERS**
Buyer Details
Title:- First Name:- _____ Middle Name:- _____ Last Name:- _____
Nationality: - _____ PAN / Passport No:- _____
Commercial Registration No:- _____ Date:- _____ Place of Registration :- _____
Address for Communication:- _____
Correspondence Address of the Buyer/s :- _____

Apartment Details	Price Details
Plot No/Flat No. _____	Plot Price/Flat Price:- _____ per Sq. Ft.
Floor:- _____	
Carpet Area:- _____ Sq. Mtrs	
Carpet area _____ Sq Ft .	
Plot No./Building No:-H1 _____	
Building Name :- Asher Enclave	
Old Survey No:- 263 & 263	
Old Hissa Nos.:- 1/1(P) and 1/1(PT)	
New Survey Nos.:- 288 & 288 and New Hissa Nos. 1D and 1A	
Village :- Juchandra	
Taluka :- Vasai	
District:- Thane	

Dear Madam/ Sir,

- As per your request we have allotted you apartment No _____, admeasuring having RERA carpet area admeasuring _____ Square Meters with exclusive balcony area admeasuring _____ Square Meters (hereinafter referred to as the said “Flat”) carpet area _____ Sq Ft. and Carpet area ____ Sq Mtrs, on the _____ Floor in Building No.H1 __, of the Building known as “Asher Enclave”, bearing Old Survey Nos. 263 and 263, Hissa No – 1/1(P) and 1/1(PT), New Survey 288 and 288, New Hissa No. 1D and 1A , at village Juchandra, Taluka Vasai, District Thane, within the limits of the Vasai - Municipal Corporation, for the total sale consideration of **Rs. _____ (Rupees _____ Lakhs _____ Thousand and _____ Hundred and _____ Only)** against the aforementioned flat shall be made by your good selves in the following proportion:-

<u>Sr No.</u>	<u>Installments</u>	<u>Percentage</u>	<u>Amount (Rs)</u>
1	Allotment	15 %	
2	Plinth	10%	
3	1st Slab	8%	
4	2 nd Slab	8%	
5	3 rd Slab	8 %	
6	4th Slab	8%	
7	5th Slab	8 %	

8	Walls, internal Plaster, flooring, doors and windows	5 %	
9	Sanitary fittings, staircase, lift wells, and lobbies	5%	
10	External plumbing, external plaster, elevation, terraces with waterproofing	5%	
11	Lift water pumps, electrical, fittings, paving, entrance lobby/s and plinth protection	5%	
12	Possession	5%	
	Total	100%	

- You have paid us, interest free amount of Rs. _____ /- (Rupees _____ only) (not less than 10% of the total consideration) as and way of earnest money/ advance money and you shall pay to us the balance amount of Rs. _____ /- (Rupees _____ only) as per the Payment Structure mentioned in clause (1) recorded in “Agreement for Sale”.
- On receipt of 25% of the total consideration viz. 10% of the total consideration as and way of earnest money and 15% on the day of allotment. We have to compulsorily execute and register “Agreement for Sale” immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then 5% of the Agreement Value will be deducted and as way of liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.
- Further if your goodself defaults in making payments as per the frame of payment structure mentioned in clause (1) hereunder after on or before the due dates and even after sending the two reminders either verbal or written, penalty @2% will be charged on every and subsequent defaulting amount/s and in case of continuance of failure of payment will result in the further deduction of the of liquidated damages @5% from the payment received by us and we shall at the liberty to terminate the this allotment letter without providing further explanations and shall be at the liberty to deal with the said apartment with any prospective /s buyer.
- In case of the dishonor of the cheque of any of the amounts mentioned in the aforesaid payment structure due to insufficiency of funds, Pereira Builders will charge 2% penalty on the defaulting amount and in case of the continuance failure will result in deduction liquidated damages @ 5% from the payment received by us and we will be entitle to take the appropriate proceedings in accordance with Section 138 of the Negotiable Instrument Act 1881.
- All cheques/ P o should be drawn in the name “Pereira Builders”.
- This Allotment will be immediately stand terminated on any breach of the terms and conditions as specified in the allotment letter is committed by you and we shall at the liberty to opt legal recourse against you and in case the breach

committed by you results in direct loss and/or leads to incur expenses by us, we shall at the liberty to demand compensation depending upon the nature of the loss suffered or expenses incurred by us.

- Upon the execution of the Agreement for Sale and Transfer the same will be presented to the Registrar for registration under the provisions of the Indian Registration Act 1908, all the expenses pertaining to the registration, stamp duty and other attorney fee shall be borne by your goodselves without any contribution from our side and failure to present yourself or your agent or your representative on the date and time stipulated for the execution of the Agreement for Sale and Transfer will be result in the exercise of our rights as mentioned in clause (4) hereinabove.
- You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the proforma Agreement for sale, including timely payment of amounts stated thereunder.
- After the execution of the agreement for Sale and Transfer this allotment letter will stand terminated. Until such time this allotment letter supersedes all the previous written and oral representations if any executed and made between us and in case any of the discrepancies between the provisions of this allotment letter and the agreement for Sale and Transfer the latter will prevail.
- If in case you do not wish to proceed with the purchase of the above mentioned apartment and request us to terminate this allotment letter, we shall not be obliged to accept such request and in case of the acceptance of any such request the provisions of clauses (3) & (4) will apply and furthermore we shall be not obliged to make any balance payments to your goodselves until such time as prescribed by the law or where no time is prescribed until 30 days and/or after the flat is resold to a third party whichever is later.
- You are requested to sign in confirmation of accepting the terms as mentioned in proforma "Agreement for Sale" by subscribing your signature on this letter and copy of this letter.
- The Buyer/s shall forthwith forward the following required documents along with this allotment letter :-
 1. Photocopy of Aadhar Card
 2. Photocopy of Pan Card
 3. Photocopy of Passport
 4. If the buyer/s entering into these presents is/are private limited company/ies than valid certificate of incorporation issued by ROC.
 5. If the buyer/s entering into these presents is Director/s of the company/ies than copy of Board of Directors resolution authorizing the person/s to enter into these presents.
 6. If the buyer/s entering into these presents is/ are Partnership firm than copy of registered Partnership deed.
 7. If the buyer/s entering into these presents is a proprietorship firm than photocopy of the Gumasta license issued by the competent authority.
 8. In case this allotment letter is signed by any person other than Buyer or the Joint Buyer as the case may be a Power of Attorney duly notarized and attested authorizing the person the sign this allotment letter on behalf of the buyer / joint buyer an if Power of Attorney is of any country outside than it has to be notarized and attested by the Embassy/ consulate of that respective countries.
 15. Any notice or demand of any kind which either party to the allotment letter may be required or may desire to give or serve upon the

other party to the allotment letter shall be in writing and shall be delivered by RPAD, email, Fax number on the address mentioned in this allotment letter for the same or as may be notified in writing by each party to other.

Yours sincerely,
Pereira Builders
For Proprietor

Read thoroughly Terms and conditions
I Accept

Allottee

AGREEMENT FOR SALE

THIS AGREEMENT made at Vasai this day_____ of _____, 201____ BETWEEN

PEREIRA BUILDERS, a proprietary concern through its proprietor **MR. AMOL ANTHONY PEREIRA**, bearing Pan No. AMCPP5236D (hereinafter referred to as "the Promoter/s or Builder/s") having registered office at Shopping Complex No. 4, Pereira Nagar, Juchandra, Naigaon (E). Tal. Vasai, Dist. Palghar, hereinafter referred to as the "PROMOTER" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include his successors-in-interest and permitted assigns) on the ONE PART.

AND

Mr./Mrs./Miss./M/S. _____ and _____, bearing Pan no. _____ Adult, Indian Inhabitant having address at _____ hereinafter referred to as the

"ALLOTTEE/S" (which expression in case of individual/s shall so far as the context admits, be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns and in case of partnership firm, partner or partners for the time being and from time to time constituting the said firm and survivor or survivors of them and the heirs, executors and administrators and permitted assigns of the last survivor in case of partnership firm and in case of incorporated bodies its successors and permitted assigns) of the OTHER PART.

- WHEREAS One Mr. Anthony John Pereira and Mrs. Shakunda Anthony Pereira, hereinafter referred to as "**the said owners**" are seized and possessed of various contiguous pieces and parcels of lands admeasuring approx. 269680 Sq. Mts., lying being and situated at village Juchandra, Taluka Vasai, District Thane, (hereinafter referred to as the "**said lands**") more particularly described in the First schedule hereunder written hereinafter referred to as the "SAID PROPERTY" .
- And Whereas the Collector of Thane, vide its order dated 9th November 1994, bearing Order No. Mehsul/K-1/T-9/NAP/SR-31/94, declared the said lands as

non agricultural land, Annexed and marked hereto as annexure “A” is the copy of the said Non- Agricultural order dated 9th November 1994.

- And Whereas the said Anthony John Pereira and Shakunda Anthony Pereira had obtained the Building/ Development permission for the said lands from City Industrial Development Corporation of Maharashtra (hereinafter referred to as the said “CIDCO”) vide its order dated 24/26th May 1994 bearing No. CIDCO/VVSR/BP-356/II/3459, Annexed and marked hereto as annexure ‘B’ is the copy of the said order dated 24/26th May 1994.
- And whereas the said CIDCO has amended the development and Building permission dated 24/26th May 1994, vide its orders dated 14th May 1995 bearing No. CIDCO/VVSR/BP-356/II4588 which was further amended on 20th August 1996 bearing Order No. CIDCO/VVSR/BP-356/E/7083 and 4th September 2003, bearing Order No. CIDCO/VVSR/AM/BP-356/E/1217 respectively. Annexed and marked hereto as annexure “C”, “D”, and “E” is the copy of the said orders.
- And whereas the said CIDCO vide order dated 4th September 2003, bearing order No. CIDCO/VVSR/AM/BP-356/E/1217, approved the plans, specifications, elevations, sections and details of the buildings for the construction of the building/s on the said lands subject to the compliance terms, conditions, stipulations and restrictions mentioned in the said orders by the said owners while developing the said lands and the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the competent authority. And Whereas the authenticated copies of the plans of the layout as approved by the CIDCO have been annexed hereto and marked as Annexure “F-1”
- And Whereas the authenticated copies of the plans of the layout as proposed by the promoter according to which the construction of the buildings and open spaces proposed to have provided on the said land have been annexed hereto and marked as Annexure “F-2”
- And Whereas while sanctioning the above mentioned 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 building and upon observance and performance of which only the completion and occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- And Whereas the copy of Certificate of Title dated 25th May 2012, issued by Adv. Mr. Vilas Laxman Autade, Advocate High Court of the Promoter is annexed hereto and marked as annexure “G”
- And Whereas copies of revenue records dated 30th August 2011, issued by Talathi Vasai and/or or any other relevant revenue record showing the nature of the title of the Promoter pertaining to the said land and the said property on which the apartments are constructed or are to be purchased by the allottee approved by the concerned local and competent authorities have been annexed hereto and marked Annexure ‘H’ ,
- And Whereas the said owners executed Irrevocable Power of Attorney dated 14th May 2013, registered with the office of Sub- register of assurances at Vasai

2 under registration no. **Vasai 2-5987-2013** dated 8th July 2013 in favor of their son **MR. AMOL ANTHONY PEREIRA**, proprietor of Pereira Builders to develop and to do all acts, deeds, matters and things pertaining to the development and construction of 40798 Sq. Ft. (residential inclusive of staircase and balconies) FSI, set on the pieces of N.A. land bearing Old Survey Nos. 263, Old Hissa No – 1/1(P), New Survey 288, New Hissa No. 1D, admeasuring 2000 Sq Mts, Old Survey No. 263, Old Hissa No. 1/1(P), New Survey No. 288, New Hissa No. 1A, admeasuring 820 Sq Mts, i.e. admeasuring approx. 2820 Sq. Mtrs. in aggregate out of the above said lands and of which the layout plan sanctioned by CIDCO vide order dated 20th September 2003, bearing order No. CIDCO/VVSR/AM/BP-356/E/1578, comprises of the proposed Building Nos. H1-1, H1-2, H1-3 and H1-4, more particularly described in the First schedule thereunder written. (Hereinafter referred to as “**the said property**”) **A copy of the above Power of Attorney is annexed and marked as annexure “I”**

- By virtue of the registered Irrevocable Power of Attorney dated 14th May 2013, executed in favor the said promoter/ Builder by the said owners, the Promoter has proposed to construct on the said land building/s in the name known as “Asher Enclave” consisting of the ground plus four upper floors. (hereinafter referred to as “**the said Building**”), subject to the compliance of the terms and conditions mentioned in the Irrevocable Power of Attorney dated 14th May 2013.
- And Whereas the promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; 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 Power of Attorney dated 14th May 2013, the promoter has sole and exclusive rights to sell the apartment in the said building/s to be constructed by the promoter on the said land and to enter agreement /s with the allottee(s) of the apartments to receive the sale consideration thereof.
- And Whereas the Allottee had demanded from the Promoter and the Promoter has given inspect the Deed of Conveyance, Power of Attorney and the plans, designs, specifications and elevations prepared by the Promoter’s Architects Messrs En Con Consultant and of such other documents as are under specified the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as “the said Act”) and the rules made thereunder and the rules made by the central and state government, local authorities and other competent authorities from time to time.
- And Whereas the Promoter has accordingly commenced construction of the said building/s consisting of Ground and Four upper floors in accordance with the said development permission given to the promoter by virtue of registered Irrevocable Power of Attorney dated 14th May 2013.
- The Allottee/s has/have hereby agree/s to purchase and the Promoter hereby have agreed to sell to the Allottee/s Apartment No. _____ admeasuring _____ sq. meters of Carpet Area equivalent to _____ . Sq ft carpet area, on the _____ Floor of the said Building No. _____ known as “Asher Enclave ” (hereinafter referred to as the “SAID BUILDING”)

- The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee 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.
- The Promoter hereby declares that the Floor Space Index available in respect of the said property is 40798 square Ft (residential inclusive of staircase and balconies) only on which the promoter is carrying out development of the Building nos. H1-1, H1-2, H1-3 and H1-4, and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the allottee all the detailed particulars in respect of such utilization of the said floor space index by him. In case while developing the said lands, the Promoter has utilized any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the allottee/s. The residual F.A.R. (F.S.I) in the plot or the layout not consumed will be available to the promoter till the registration of the society. Whereas after the registration of the Society the residual F.A.R.
- The Allotee/s hereby agrees that Promoter/s is/are fully authorized to utilize and consume the potential of the said property i.e. F.S.I. as may be permissible according to building rules and regulations and as contemplated by said Irrevocable Power of Attorney mentioned herein above However, it is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing from the Allotee/s in respect of such variations or modifications which may materially and adversely affect the Apartment agreed to be purchased by the Allottee/s and save and except, that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.;
- The Allottee/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, amenities, etc., recited and referred to hereinabove and those contained herein ;
- On demand from the Allotee, the Promoter has given inspection to and made full and complete disclosures to the Allottee/s of all the documents of title relating to the said property, the plans, designs and specifications, sanctions, permissions, approvals obtained from planning authorities and prepared by the Promoter's Architect Messers En Con Consultant and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- The Allottee/s has/have duly verified the title of the Promoter to the said property and the rights of the Promoter to develop and construct the said buildings and after having satisfied himself/herself/ themselves and itself about the same have agreed to purchase the said Apartment from the Promoter as setout hereunder.
- The Allotee/s has/have hereby agree/s to purchase and the Promoter hereby have agreed to sell to the Allottee/s Apartment No. _____ admeasuring

_____ sq. meters of Carpet Area equivalent to _____ sq. ft. Carpet Area on the _____ Floor .of the said Building No. _____ known as “Asher Enclave ” (hereinafter referred to as the “SAID BUILDING”) **as shown in the floor plan thereof hereto annexed and marked hereto as annexure “J”** and as more particularly described in the Second SCHEDULE hereunder written (hereinafter for the sake of brevity referred to as the “SAID APARTMENT”);

- The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, the Promoter have agreed to sell to the Allottee/s and the Allottee/s agrees/agree to purchase the said Apartment at the price of Rs. _____/-(Rupees _____ Only) and on the terms and conditions hereinafter appearing;
- Prior to the execution of this Agreement, the Allottee /s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being a part payment of sale consideration of the said Apartment, as Advance payment /Booking Amount (the payment and receipt whereof the Promoter do hereby admit and acknowledge) towards the Consideration and the Allottee /s has/have agreed to pay to the Promoter the balance of the said sale consideration in the manner hereinafter appearing in the operative clauses.
- The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act , 2016 , Hereinafter referred to as the said “Act” with the Real Estate Regulatory Authority at ____no.____ , annexed and marked as **annexure “K”** hereto is the copy of the registration certificate
- Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties.

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

1. The recitals contained above and the annexures and schedules herein shall form an integral part of the operative clauses of these presents.

1.(a) The Promoter shall construct or cause to be constructed the said building/s consisting of Ground and four upper floors on the said property as mentioned in the First Schedule hereunder written (hereinafter referred to as the “said Building”) in accordance with the plan sanctioned and which may be sanctioned from time to time and same have been inspected and approved by the Allottee/s However, it is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing from the Allottee/s in respect of such variations or modifications which may materially and adversely affect the Apartment agreed to be purchased by the Allottee/s and save and except, that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.

1(b) (i) The Allottee/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s the Apartment No. _____ admeasuring _____ Sq. mtrs. Carpet Area and _____ Sq ft Carpet area on the _____ Floor _____, in Building No. _____ of the Building

known as “ Asher Enclave ” (hereinafter referred to as the “SAID BUILDING”) as shown surrounded by Red Colour Boundary line (hatched in red) on the concerned floor plan, the floor plan is annexed and marked hereto annexure “J” (hereinafter for brevity’s sake referred to as the “SAID APARTMENT”) at or for the lump sum price of Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

1(b)(ii) 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 advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of

Rs(Rupees.....) in the following manner:-

All the cheques/ Pay Order should be drawn in the name of “Pereira Builders”.

<u>Sr No.</u>	<u>Installments</u>	<u>Percentage</u>	<u>Amount (Rs)</u>
1	Allotment	15 %	
2	Plinth	10%	
3	1st Slab	8%	
4	2 nd Slab	8%	
5	3 rd Slab	8 %	
6	4th Slab	8%	
7	5th Slab	8 %	
8	Walls, internal Plaster, flooring, doors and windows	5 %	
9	Sanitary fittings, staircase, lift wells, and lobbies	5%	
10	External plumbing, external plaster, elevation, terraces with waterproofing	5%	
11	Lift water pumps, electrical, fittings, paving, entrance lobby/s and plinth protection	5%	
12	Possession	5%	
	Total	100%	

2(a). The total Price above excludes taxes and so Allottee/s shall be liable to make the payment of the Service Tax/GST, Vat Tax, or such other taxes as may be applicable in respect of the said Apartment and to these presents and accordingly the Allottee/s shall be solely and absolutely liable to make the payment of same and other charges incidental thereof without holding the Promoter in any manner responsible for the same at the time of registration of these presents or thereafter. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes such as Sales Tax, Vat Tax etc., the same shall be payable by the Allottee/s to the Promoter forthwith on demand and the Promoter shall not be responsible for the same. The Allottee/s

shall at all-time hereafter keep the Promoter indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law and further the Allottee/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee/s.

2(b) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2(c) The Promoter shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the purchase price from the Allottee/s as and when the same falls due as per Clause 1(b)ii ,2(a) and 2(b) above. Such installments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoter that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. In respect of the payment of each amounts under these presents or installments paid by the Allottee/s, the Promoter will pass separate receipt. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract. Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee agrees and shall be liable to pay to the Promoter, interest as specified in the Rule i.e. Marginal cost of Fund of SBI plus 2% PA, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

3. If the Allottee/s in order to arrange the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoter under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of said Apartment then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoter will issue the NOC for mortgage of the said Apartment to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoter only i.e. in favor of "Pereira Builders" . A/c No. _____ and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoter shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment /default in payment shall be followed

4(a) If the promoter fails to abide by the time schedule for completing the project and handover the apartment to the allottee, the promoter agrees to pay to the

allottee, who does not intend to withdraw from the project, interest as specified in the rule, on all amounts paid by the allottee, for every month of delay, till handing over the possession. The allottee agrees to pay to the promoter interest as specified in the rule, on all delayed payment which become due and payable by the allottee to the promoter under the terms of this agreement from the date the said amount is payable by the allottees to the promoter.

4(b) Without prejudice to the right of promoter to charge interest in terms of sub clause 4 (a) above, on the Allottee/s committing three defaults i.e. On receipt of demand letter as mentioned above followed by 2(Two) reminders for payment of amounts under these presents and /or installments (including as mention in clause_*and his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at his own option, may terminate this Agreement , Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. However upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such termination or any other amount which may be payable to Promoter ;

4(c) The Promoter upon such terminations shall be entitled to sell, transfer and assign the said Apartment and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoter without any recourse and/or reference to the Allottee/s. However if Allottee had seek loan from any financial institutions/banks etc., against the security of the said Apartment after prior consent/approval of the Promoter and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoter shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above in clause 4 (a) paid by /her/them to the Promoter towards the consideration amount) with the Promoter towards the said Apartment and to that extent, so as to clear the mortgage debt.

5. The Allottee agrees with promoter that he/she/they shall not sell / dispose of the said Apartment till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 10 (ten working days) from the receipt of such request

6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 additional amount from the Allottee which shall be payable within forty-five days with annual interest at the rate specified in the Rules, from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a)(i) of this Agreement.

7. 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.

8. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

9. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] 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(b)(i), 1(b)(ii) and 2 (a) herein above. ("Payment Plan").

10. The Co-operative Society of the said Building/Wing shall incorporate the name "Asher Enclave " in its name and that name will not be changed under any circumstances without obtaining written permission of the Promoter.

11. Furthermore, the Allottee/s undertakes/undertake and declares/declare and grants/grant his/her/their irrevocable consent for the said name mentioned above and accordingly agrees/agree to vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed Society and/or Association and Federation for the reservation of name for the proposed Society and/or Association and the said proposed Society or Association or Federation, as the case may be, shall adopt and accept the name as stated above for the said Society and/or Association or Federation. The Allottee/s shall also not alter the name of the scheme or the name of the Building/s in which the said Apartment of the Allottee/s is/are situated. The said Building/s shall hereafter be permanently known as "Asher Enclave ".

11. The Promoter hereby declares that the FSI as on date in respect of the said property is 40798 Sq. mtr. Only and Promoter plans to utilize F.S.I of 40798 Sq. mtrs. further the Allotte/s of the Apartment/premises shall be entitled only to F.S.I. consumed in construction of the said Apartment purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoter choose and deem fit. The document vesting the title of the said property, building/s, etc. and transfer of rights and benefits of the Promoter, as hereinafter mentioned, shall be subject interalia to the aforesaid

reservation;

12. It is hereby expressly agreed that with respect to the water supply to the said building/s, the responsibility of the Promoter shall be restricted only to the extent of providing the water connections to the building/s as per the norms set by the Municipal Corporation of Greater Mumbai or concerned authorities. Thereafter, if there is any shortage in water supply for any reason, whatsoever the Promoter shall not be responsible for the same.

13. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'L'**, annexed hereto.

14. The Promoter shall give possession of the Apartment to the Allottee/s on or before..... day of20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 1(b)(ii) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) War, civil commotion or act of God ;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Non-availability of steel, cement, other building materials, water, electric supply, etc.

15. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in as specified in the Rule i.e Marginal cost of Funding of SBI plus 2% PA, on all the amounts paid by the Allottee, for delay till the handing over of the possession, the above mentioned rights is without prejudice the right of the promoter to charge interest in terms of sub clause 4(b) above on the allottee committing default in payment on due date of any amount due and payable by the allottee to the promoter under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on 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.

16. PROCEDURE FOR TAKING POSSESSION:

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

16.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

16.3 Failure of Allottee to take Possession of Apartment:

16.3(a) Upon receiving a written intimation from the Promoter as per clause 16.1, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 16.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

16.3(b) If within a period of 5(five) years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

17. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for the residential purpose of himself/ herself / themselves and their family members.

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

19. The Allottee along with other Allottee/(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or 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.

20. The Promoter shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/ Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.

21.1 On the vesting of the management and the administration of the said Building/s in the Society or upon the Allotees/s of the Apartment in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagarparishad Taxes, Water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.

21.2 The Allotte/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoter. The Allotte/s shall continue to pay such amounts as decided and intimated by the Promoter without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allotte/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allotte/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage in respect thereof

22. Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided by the promoter as on date of Possession date. (hereinafter referred to as Maintenance charges) 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 deduction provided for in this Agreement and expended for maintenance of the society) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

23. The Allottee shall on or before delivery of possession of the said Apartment pay to 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/ Federation/ Apex body.

iii. Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

iv. Rs. _____ for the deposit towards the 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 and

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

23.1 The Allottee shall pay to the Promoter a sum of Rs. _____/-..... for

meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

23.2 The Promoter are authorized by the Allottee/s on his/her/their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers for transfer of the said Building/s and /or portion thereof, to the said Co-operative Society and/or Association or Federation and such costs and costs of transfer are to be borne and paid wholly by the Allottee/s but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allottee/s and other acquires of Apartment. In case if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allottee/s.

23.3 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 Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

III. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

IV. There are no litigations pending before any court of law with respect to the said land or building except the following:-

- RCS No. 103 of 2016 (Anthony John Pereira V/s VVMC) is pending for the sub-judication before Vasai Court.
- WP No. 2142 of 2017 (M/s. Rashmi Housing Pvt Ltd V/s VVMC) is pending for the sub-judication before Hon'ble High Court of Bombay.

V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the

Allottee created herein, may prejudicially be affected;

VII. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

VIII. The Promoter confirms that the promoter is not restricted in any whatsoever from selling the said apartment to the allottee in the manner contemplated in this agreement.

IX. At the time of execution of the conveyance deed / lease deed of the structure to the association of allottees the promoter shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the association of the allottees.

X. The promoter had 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 penalty 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 received or served upon the promoter in respect of the project land and/or the project except those disclosed in the title report.

25. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the apartment may come, hereby covenants with the promoter as follows:-

- The Allottee hereby agrees and confirms that not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the building/s or Wing/s. The Promoter/Society shall be entitled to remove such things without any notice, if anything is found in breach of this provision;
 - ii) The Allottee hereby agrees and confirms the stilts and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the Promoter and all benefits thereof, will belong to the Promoter and the Promoter shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the Promoter may deem fit and the Promoter shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. therefrom up to registration of the Federation/apex body of the Societies or Limited Company.
 - iii) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - iv) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated,

including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

v) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee 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.

vi) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii) The Allottee has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Promoter to the said property, Allottee/s more particularly described in the First Schedule hereunder written, and has/have accepted the Certificate of Title issued by Mr. Vilas Laxman Autade, Advocate High Court of the Promoter, dated 25th May 2012, which is annexed herewith and which has been perused by the Allottee/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter

ix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

x) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

xi) 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 for any purposes other than for purpose for which it is sold.

xii) 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.

xiii) 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 occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xiv) Till a indenture of Lease/assignment or such other vesting document of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

26. 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 association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. It is hereby expressly agreed that the responsibility of the Promoter shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoter shall not be responsible for the same. Similarly, the Promoter shall get the necessary electric meter installed and obtain the electric connection in respect of the said Apartment. However, if there is insufficient support of the electric power by the electric power company the Promoter shall not be held responsible for the same and complained of deficiency of the service. The Allotte/s are fully aware that the said property and the said layout and other area in the vicinity as per prevailing condition and ground reality do face problem of shortage and shortfall of water supply and also electric supply and load shedding. The Promoter at no point of time will be called upon to make any minimum supply of water and power and the same would be available as made and provided by the authorities.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body transferred to the Apex Body /Federation as hereinbefore mentioned.

29. 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.

30. **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 15 (fifteen) 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.

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

32. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

34. SEVERABILITY

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

35. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER 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 in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project.

36. 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 and same shall be subject to terms and conditions mentioned herein.

37. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some 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 _____.

38. The Allottee and/or Promoter shall present this Agreement as well as 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.

39. 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 and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)
Notified Email ID: _____

M/s Promoter name _____
(Promoter Address)
Notified Email ID: _____

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.

40. JOINT ALLOTTEES

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

41. STAMP DUTY AND REGISTRATION The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

42. DISPUTE RESOLUTION Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

43. GOVERNING LAW DRAFT WITHOUT PREJUDICE

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 competent courts of Vasai 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.

THE **FIRST SCHEDULE** ABOVE REFERRED TO AS SAID PROPERTY: ALL THAT ALL that pieces and parcels of Non- Agricultural land situated at village –Juchandra, Taluka- Vasai, Dist- Thane bearing Survey No. 245 (Ps), 246(Ps), 247(Ps), 248 (Ps), 249 (Ps), 259 (Ps), 259(Ps), 260(Ps), 261(Ps), 262(Ps), 263(Ps), 264(Ps), 265(Ps), 266(Ps), 267(Ps), 270(Ps), 271(Ps), 273(Ps), 276(Ps), 277(Ps), 278(Ps), 279(Ps), 280(Ps),

On which 40798 Sq Ft., FSI is set on and comprises of building Nos. H1-1, H1-2, H1-3 and H1-4 plot B of the layout.

Annexure “D”

Amended development permission dated 20th August 1996 bearing Order No. CIDCO/VVSR/BP-356/E/7083,
Annexure “E”

Amended development permission dated 4th September 2003, bearing order No. CIDCO/VVSR/AM/BP-356/E/1217
Annexure “F-1”

Authenticated copy of the plans of the layout as approved by the CIDCO

Annexure “F-2”
Authenticated copies of the plans of the layout as proposed by the promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

Annexure “G”
Title dated 25th May 2012, issued by the Mr. Vilas Laxman Autade, Advocate High Court

Annexure ”H”
Copies of 7/12 extract dated 30TH August 2011, issued by Talathi Vasai
Annexure “I”

Power of attorney dated 14th July 2013
Annexure “J”

Floor plan
Annexure “K”
Rera registration certificate

Annexure “L”
Amenities

Receipt

Received a sum of _____/- (**Rupees** _____ **only**) as and way of earnest/ allotment money vide the following cheques mentioned herein below from the total consideration of **Rs.**_____ /- (**Rupees** _____ **Only**) against the allotment of apartment No._____, admeasuring _____ sq mts carpet area and _____ sq ft carpet area on the _____ floor in Building No. H1 _____, of the Building known as “Asher Enclave”, bearing Old Survey Nos. 263 and 263, Hissa Nos. 1/1(P) and 1/1(PT) and New Survey Nos. 288 and 288 and New Hissa Nos. 1D and 1A respectively, at Village Juchandra, Taluka – Vasai, District and Sub – District – Thane, within the limits of the Vasai - Virar Municipal Corporation.

Description of Cheques and Amounts :-

Sr nos.	Bank	Branch	Chq no/ DD no. /RTGS	Date	Amount
1.					
2					

3					

For PEREIRA BUILDERS

(Authorized Signatory)