

Letter of Allotment

To

Mr./Mrs./Messrs _____

Re: Allotment of Flat No. _____ proposed to be situate on the _____ floor of 'Khaliliya Complex' together with Parking Space No. _____ proposed to be situate on the part ground and part stilt of the building being constructed by us on ALL THAT piece or parcel of land located at Kurla (West) in the Registration Sub District of Kurla, District Mumbai Suburban, bearing CTS No. 921(pt) and 922 (pt).

Dear Sir/Madam,

This is to record as under:-

1. You are aware that by a Development Agreement dated 5th October 2010, entered into between 'Aman Kurla Co-Operative Housing Society Ltd.' and us being Dani Builders & Developer, the Society have appointed us as the promoters for the redevelopment of the property of the Society being ALL THAT piece or parcel of land located at Kurla (West) in the Registration Sub District of Kurla, District Mumbai Suburban, bearing CTS No. 921(pt) and 922 (pt), Village and Taluka Kurla, Mumbai Suburban District. The Society also executed in our favour a power of attorney dated 5th October 2010 in furtherance of the said development agreement. We have given to you an inspection of the above referred documents.
2. (a) We have submitted a formal proposal to Slum Rehabilitation Authority for the redevelopment of the said slum colony situate on the said land. Thereafter the Chief Officer MHADA (Mumbai Board) being the Competent Authority under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, after taking an inventory of the slum structures, issued a certification dated 21/06/2006 in the form known as 'Annexure- II'
- (b) Upon complying with the preliminary requirements the Slum Rehabilitation Authority issued a Letter of Intent bearing No. SRA/ ENG/ 1292/ L/ MHL/ LOI dated 14/07/2011 and Revised LOI issued on 24/02/2012 for the Project Land admeasuring at or about 2883 square meters.

(c) We have prepared and submitted to Slum Rehabilitation Authority (SRA) the building plans for construction of the proposed building having part-ground floor, part-stilt and 7 habitable/residential upper floors. The Slum Rehabilitation Authority (SRA) has issued IOA No. SRA/ENG/ 2749/ L/ MHL/ AP dated 20th March 2012 and amended IOA No. SRA/ENG/2749/L/MHL/AP dated 19th December 2016 and has sanctioned the building plans submitted by us. The Slum Rehabilitation Authority (SRA) also issued the Commencement Certificate bearing No. SRA / ENG / 2749/ L/MHL/AP dated 5th August 2014. The said Commencement Certificate has been re-endorsed on 10th January 2017 as per approved amended plans dated 19th December 2016.

(d) We shall obtain balance building approvals as per the progress of construction. Under Proforma-A of the sanctioned plans annexed to the said Amended IOA we have been permitted to construct an area of 8188.31 square meters exclusive of Fungible Compensatory FSI on the said plot of land. We have given to you an inspection of the authenticated copies of the Intimation of Approval bearing No. SRA/ENG/ 2749/ L/ MHL/ AP dated 20th March 2012 and revised IOA bearing No. SRA/ENG/2749/L/MHL/AP dated 19th December 2016 as well as building Commencement Certificate bearing No. SRA / ENG / 2749/ L/MHL/AP dated 10th January 2017 evidencing the approval of building plans by the Slum Rehabilitation Authority (SRA).

3. We have implemented the scheme of development of the Building in accordance with the said building plans sanctioned by Slum Rehabilitation Authority (SRA). The completion of the Building and the development of the Building shall be subject to issuance of necessary approvals from the concerned authorities and also subject to force majeure and/or circumstances beyond our control.
4. We propose to sell flats, units, premises in "Khaliliya Complex" on ownership basis to various purchasers thereof. Detailed terms and conditions of the proposed sale of the Flat to you shall be incorporated in standard Agreement for Sale, a copy whereof, shall be handed over to you in due course. The Agreement for Sale will be in conformity with the provisions of RERA, 2016. You shall not seek any modification to the standard draft of the Agreement For Sale or inclusion of any special term or condition therein and such demand shall be construed as a breach of the Letter of Allotment and we shall be entitled to cancel the Allotment of Flat.

5. You have inspected the building plans prepared by us having part-ground, part-stilt and 7 habitable/residential upper floors, the approved plans, title documents, sanctions/ permissions in respect of the Building and after full enquiry, you are fully satisfied with the same. You have been made aware that the building commencement certificates shall be endorsed by Slum Rehabilitation Authority (SRA) as per progress of construction.

6. You have, after being satisfied of the above, expressed your desire to purchase the captioned residential flat being Flat No. _____ for Rs. _____ inclusive of the proportionate price of the common areas and facilities appurtenant to the premises and the said parking space bearing Parking Space No. _____ for Rs. _____ (hereinafter jointly referred to as "the Flat"). Thus the total consideration payable by you to us shall be of Rs. _____ (Rupees _____).

7. The said total consideration of Rs. _____ (Rupees _____) shall be payable by you to us as per the Schedule of Payment mentioned in Annexure "A" hereto. As a part thereof you have deposited (interest free) with us, a sum of Rs. _____/- Vide Cheque no. _____ dated _____ drawn on _____, in respect thereof. The amenities proposed to be provided in the Building are listed in Annexure "B" hereto.

8. Time for payment of installments as per Annexure 'A' hereto, deposits and charges is of essence. You are aware that interest is payable on all delayed payments as per rules framed under RERA, 2016.

9. In addition to the sale consideration mentioned in Annexure-A, you shall be liable to pay Service Tax, Works Contract Tax, Value Added Tax, Goods & Service Tax and/or any other taxes/imposts/impositions, levied or leviable by the Central and/or State Government or any local, public or statutory authorities or bodies in respect of the Flat and/or transaction and/or purchase price and consideration payable. You shall, on a written demand made on you by us, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be), without delay or demur. You shall indemnify and keep us fully indemnified in respect of such claims/ statutory dues and the non-payment or delayed payment, thereof.

10. In addition to the sale consideration mentioned in Annexure-A, you shall be liable to pay the following deposits, charges, costs as under:
- (i) Rs. _____ for share money and entrance fee of the _____.
 - (ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the proposed building.
 - (iii) Rs. _____ a deposit towards provisional monthly contribution towards outgoings of the proposed building.
 - (iv) Rs. _____ as deposit towards Water, Electric, and other utility and services connection charges.
 - (v) Rs. _____ for deposits of electrical receiving and Sub Station provided in the Layout.
 - (vi) You shall pay the stamp duty and registration charges on all documents including the Agreement for Sale.
11. The project shall be completed as per the timelines which shall be set forth in the Agreement For Sale which you shall enter into with us.
12. Financial assistance, if any, availed of by us, from banks/financial institutions against the land and/or proposed construction shall be cleared by us at our own expenses prior to the transfer of title of the building to the Society.
13. This writing is merely a letter of intent and is not and does not purport to be an Agreement for Sale as contemplated under RERA, 2016.
14. In the event of your failure to comply with the Terms and Conditions hereof and your failure to enter into the Agreement For Sale as per terms hereof within 30 days of us calling upon you to do so, we shall have the unconditional right to cancel the Allotment of the said Flat. Your rights to purchase the said Flat shall come to an end upon the cancellation of the allotment by us.
15. For cancellation of the Allotment of the Flat contemplated in the forgoing clause, we shall give a notice of fifteen days to you by Registered Post AD at your above address. If you fail to enter into the Agreement For Sale within the period of 15 days from the date of

issuance of the letter by us, then at the end of such notice period, the Allotment of Flat to you shall stand cancelled without any further notice or intimation.

16. Upon cancellation of the Allotment, we shall be responsible to refund to you, within a period of thirty days of the cancellation, the principal sum received from you without any interest thereon and subject to deducting therefrom a sum of Rs. 50,000/- as costs. On such cancellation of Allotment, we shall be free to deal with the Flat in any manner as we may deem fit without any recourse to you.

Yours sincerely,

M/s. Dani Builders & Developers

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Mumbai on this ____ day Of _____ in the Christian year of Two Thousand Seventeen.

BETWEEN

Dani Builders & Developers (PAN: AAHFD2828A) (TAN: _____), a partnership firm duly registered under Partnership Act, 1932 having place of business at Rassiwala Flats, Room No.03, Pipe Road, Kurla (West), Mumbai 400 070 through its partner/s _____ and hereinafter referred as 'the Promoter' (which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include the said firm, its partners and their successors and the heirs, executors, administrators, legal representatives and assigns of the last surviving partner) of the ONE PART;

AND

SHRI / SMT. / SOU / MESSRS _____ (PAN: _____), Indian inhabitant/s residing at / carrying on business at _____ hereinafter called as 'the Allottee/s' (which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include his / her / their heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART;

WHEREAS:-

- A. (i) There exists a plot of Land owned by Maharashtra Housing & Area Development Authority ('MHADA') bearing CTS No. 921 (pt) and 922 (pt) village and Taluka Kurla, Mumbai Suburban District and lying, being and situate at Achanak Nagar, Pipe Road, Kurla (W), Mumbai - 400070.
- (ii) A portion of the said MHADA Land, which portion admeasures at or about 2883 square meters was encroached upon by slum structures and as a result whereof, in the MHADA records, the said portion of land came to be recorded as 'Censused Slum' and hence a 'Slum Area' under the provisions of the Maharashtra Slum (Improvement, Clearance and Redevelopment) Act, 1971.

(iii) The said censused slum land admeasuring about 2883 square meters (now certified as admeasuring 2877.4 square meters as per the joint measurement carried out by Superintendent of the Mumbai City Survey & Land Records (City) vide M.R.no. 13/2012/528 dated 12/03/2012 bearing CTS No. 921 (pt) and 922 (pt) of village and Taluka Kurla, Mumbai Suburban District and lying, being and situate at Achanak Nagar, Pipe Road, Kurla (W), Mumbai - 400070 and bounded on the North by the Mubarak Complex, on the south by Central Railway, on the East by Mhada Land and on the West by Khaliliya Masjid is fully and more particularly described in the Schedule hereunder.

(iv) In order to bring about the redevelopment of the said land under the provisions of DCR 33 (10) of Municipal Corporation of Greater Mumbai, the slum-dwellers occupying the said land proposed to form a co-operative housing society known as "Aman Kurla Co-Operative Housing Society Limited". The said society has since been duly registered on 16th December 2011 under the registration number M.U.M/S.R.A/H.S.G(T.C)/12127/2011.

(v) Pursuant thereto, the members of the said society, in the general body meeting dated 5th August 2005, passed the necessary resolution resolving to redevelop the said land under the provisions of D. C. Regulation No. 33 (10) read with Appendix-IV of the Development Control Regulations, 1991 of Municipal Corporation of Greater Mumbai read with the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act 1971. The said Society appointed one M/s. H Tech India as the developer to redevelop the said land.

(vi) However, owing to the inaction and the inordinate delays committed by the said earlier developer, the Society, in its meeting dated 19th March 2010 and 7th May 2010 resolved to terminate the said development agreement and thereupon appointed the Developer abovenamed as the new developer. The Chief Executive Officer of SRA thereafter passed an order dated 28th September 2010 directing the said change of developer.

(vii) Against the said order the said earlier developer adopted legal proceedings before the Hon'ble High Court by filing a Writ Petition No. 2349 of 2012. The Hon'ble High Court was pleased to dismiss the said writ petition by its order dated 1st March 2013. The said earlier developer preferred a petition for Special Leave Petition in the Hon'ble

Supreme Court of India being SLP No. 11907 of 2014. The Hon'ble Supreme Court was pleased to dismiss the said writ petition by its order dated 29 August 2014.

(viii) By virtue of the powers granted by the members of the said Society to the Managing Committee of the said Society, the said managing committee of the Society entered into a Development Agreement dated 5th October 2010 with the Developers and also executed in favour of the Developers an irrevocable power of attorney dated 5th October 2010 for bringing into effect the said development agreement.

(ix) In due course of time, the slum dwellers who were occupying the slum structures executed Letters of Consent as required by the relevant regulatory provisions thereby consenting to participate in the slum redevelopment scheme envisaged by the Society and implemented by the Developer.

(x) The Developer thereafter submitted a formal proposal to Slum Rehabilitation Authority for the redevelopment of the said slum colony situate on the said land.

- B. Thereafter the Chief Officer MHADA (Mumbai Board) being the Competent Authority under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, after taking an inventory of the slum structures, issued a certification dated 21/06/2006 in the form known as 'Annexure- II' therein certifying the particulars of structures that were, under the regulatory provisions, eligible/ protected and also those tenements that were non-eligible / non-protected to participate in the said proposed slum redevelopment scheme.
- C.
 - (i) Upon the Developers and the Society complying with the preliminary requirements and also performing the necessary acts, deeds, matters and things, the Slum Rehabilitation Authority issued a Letter Of Intent bearing No. SRA/ ENG/ 1292/ L/ MHL/ LOI dated 14/07/2011 for the Project Land admeasuring at or about 2883 square meters and further Revised LOI issued on 24/02/2012 in favour of the Developers.
 - (ii) The said plot of land admeasuring at or about 2883 square meters and covered in the Revised LOI dated 24/02/2012 is fully and more particularly described in the Schedule hereunder and is hereinafter called and referred to as 'the Project Land'.

D. The Promoter declares and represents that:-

- (i) There do not exist any covenant/s in any deed, writings or documents whatsoever which affect the said property or the Project Land.
- (ii) There are no impediments for development whatsoever attached to the said property or the Project Land.
- (iii) (a) The Promoter has obtained the above referred Revised LOI in respect of the entire Project Land fully and more particularly described in the Schedule hereunder.

(b) All the individual members of the ‘Aman Kurla Co-operative Housing Society Limited’ occupying the Project Land have entered into individual agreements for allotment of permanent alternate accommodations with the Promoter.

(c) The Promoter has proposed to implement the project by constructing one composite building consisting of Slum rehabilitation Area as well as Freesale Areas as under:-

Status	A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
Floors	G+7	G+7	G+7	G+7	G+7	G+7	G+7
Approved Floors	G+5	G+5	G+5	G+7	G+7	G+7	G+7
Nature Of Units	Sale	Sale	Sale	Rehab Units Except 5 Flats On 6 th Floor	Rehab Units Except 4 Flats On 6 th Floor	Rehab	Rehab

- (d) The Promoter shall be selling in open market the various freesale areas which shall be constructed by the Promoter in the sale wings being Wings A, B and C (ground with stilt(pt) + 07 upper floors).
- (iv) There are no illegal encroachment/s on the Project Land.
- (v) The Promoter has obtained the requisite permissions referred to hereinbelow for the construction the said composite building and shall be obtaining the balance building approvals as per the progress of construction.
- (vi) There are no mortgages, liens or charges on the Project Land.

- E. On the Promoter submitting the building plans for said composite building, the Slum Rehabilitation Authority has approved the building plans for the said composite building vide IOA No. SRA/ ENG/ 2749/ L/ MHL/ AP dated 20th March 2012 and has issued the Commencement Certificate bearing No. SRA/ENG/2749/ L/MHL/AP dated 5th August 2014. The said Commencement Certificate has been re-endorsed on 10th January 2017 The said commencement certificate, as endorsed upto the date hereof, permits construction of Saleable Areas of wings A, B & C upto plinth level as per approved amended plans dated 19th December 2016.
- F. The Promoter declares that the Promoter at this stage has not availed of or utilised the Fungible Compensatory FSI. The Promoter reserves the absolute and unfettered right to claim, avail of and utilise the Fungible Compensatory FSI for construction of freesale areas in both the phases of the project as may be permitted under the Regulation No. 35 (4) of the Development Control Regulations for Greater Bombay, 1991 and the Allottee shall have no right to object thereto.
- G. The Promoters have, accordingly, commenced the activities of construction of the said composite building on the said land, and of the proposed Sale Wings whereof shall be known as 'Khaliliya Complex'.
- H. The Promoters have appointed M/s. Dhaneshwar Pakhare & Associates, a firm of architects duly registered with the Council of Architects and the Promoters have appointed R.C. Tipnis, a firm of duly recognised structural engineers & registered with MCGM, for preparing the structural layout, drawings and designs of the proposed building and the said building proposed to be constructed on the said property shall be completed under their respective professional supervisions.
- I. The Allottee/s is/are desirous of acquiring from the Promoters residential premises being a residential Flat bearing no._____ to be situated on the ____floor of the said proposed sale wing/ building known as 'Khaliliya Complex' and admeasuring at or about _____ square feet of carpet area equivalent to _____square meters of carpet area for Rs. _____/- (Rupees _____ only) TOGETHERWITH a covered car parking bearing Car Parking No. _____ for Rs. _____/- (Rupees _____ only).

- J. The Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment AND Rs. _____/- Rs _____/- (Rupees _____ only), being part payment of the sale consideration of the Car Parking agreed to be sold by the Promoter to the Allottee/s as advance payment and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- K. (a) Authenticated copy of the Certificate of Title dated 5th April 2017 issued by M/s. PS Legal, the advocates of the Promoter is hereto annexed and marked as Annexure-'A'.
- (b) Authenticated copies of the Property cards of the project land are annexed hereto and marked as Annexure-'B'.
- (c) Authenticated copy of the Layout pertaining to the Project Land approved by Slum Rehabilitation Authority as on the date hereof is annexed hereto and marked as Annexure -'C'.
- (d) Authenticated copy of the building plans for the said composite building bearing IOA No. SRA /ENG/2749/ L/MHL/AP dated 19th December 2016 together with the Commencement Certificate bearing No. SRA /ENG/2749/L/MHL/AP dated 5th August 2014 re-endorsed as per approved amended plans dated 19th December 2016 are hereto annexed hereto and marked as Annexure-'D'.
- (e) Authenticated copy of the plan of the Apartment being purchased by the Allottee/s is hereto annexed and marked as Annexure-'E'.
- (f) A list of fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said wings being wings A, B and C and the Apartment is hereto annexed as Annexure-'F'.
- (f) A list of the open areas and the common amenities which the Promoter shall provide in the Project to be jointly enjoyed by all the residents of the said composite building is hereto annexed as Annexure-'G'.

(g) The Promoter has registered the Project being the said composite building under the provisions of the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. _____ and an authenticated copy of the Registration Certificate is attached as Annexure-'H'.

- L. Prior to the execution hereof, on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land; approved plans, architectural designs prepared by the project architect; RCC drawings prepared by structural engineer and has also given to the Allottee/s an inspection of all other specifications and documents as demanded by the Allottee/s and which are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
- M. Under Section (13) of the Real Estate Regulation Act, 2016 the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement under the Indian 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, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the covered parking described hereunder.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Sale of Apartment and Sale Consideration:

The Promoter shall, as a part of proposed sale wing of the Project approved by the Slum Rehabilitation Authority, construct the wings being wings A, B and C in Building known as 'Khaliliya Complex' consisting of part-ground floor with part stilt and 7 upper floors on the project land in accordance with the plans, designs and specifications as approved by the Slum Rehabilitation Authority and other concerned local authorities from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government Authorities or due to change in law.

(a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. _____ admeasuring _____ carpet square meters and situate on _____ floor in the said proposed sale wing/ building known as 'Khaliliya Complex' (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures 'D' at or for the sale consideration of Rs. _____/- (Rupees _____ only) inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a covered Car Parking Space bearing No. _____ situate in Stilt/Podium No. _____ for a consideration of Rs. _____/- (Rupees _____ only).

(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-(Rupees _____ only) and the Allottee/s shall pay the same in accordance with the Payment Plan mentioned in sub-clause (d) below.

(c) The Allottee/s has paid to the Promoter an amount of Rs. _____/- prior to the execution hereof (the payment and receipt whereof the Promoter doth accept and of and from the same and every part thereof do acquit, release, discharge and exonerate the forever).

(d) The Allotte/s shall make the payment of total aggregate consideration of Rs. _____/- (Rupees _____ only) in the following manner:

Sr. No	Stage of payment	%
(i)	after execution of these present	
(ii)	on completion of the Plinth of the building in which the said Apartment is located	
(iii)	on completion of the slab of the third floor	
(iv)	on completion of the slab of the fifth floor	
(v)	on completion of the slab of the	

	(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter's	
(vi)	on completion of the terrace floor	
(vii)	on completion of the walls, internal plaster, floorings doors and windows of the said Apartment	
(viii)	on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	
(ix)	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located	
(x)	On completion of lift, water pump, electrical fittings, electro, mechanical and environmental requirements, entrance lobby, plinth protection, paving of area appertain.	
(xi)	at the time of handing over of the possession of the Apartment to the Allottee/s after receipt of occupancy certificate	

- (e) Allottee/s agree/s that the Promoter shall be at liberty to vary the order of the various stages of construction/ Items of Work of the said proposed sale wings in which the said Apartment is located and the Promoters shall also be at a liberty to simultaneously undertake two or more stages of construction/ Items of Work set out hereinabove.
- (f) The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment and the Parking Spaces.

- (g) The Total Price is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by Slum Rehabilitation Authority/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (h) The Promoter shall confirm the final carpet area of the Apartment after the grant of the occupancy certificate by the Slum rehabilitation Authority and shall furnish the details of the changes, if any, in the carpet area of the Apartment, subject to a variation cap of three percent (3%). The total price payable for the carpet area shall then be recalculated by the Promoter. If there is any reduction in the carpet area of the Apartment within the defined limit, then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the RERA Rules from the date of payment of the installment at Clause 1(c) (viii). If there is any increase in the carpet area allotted to Allottee/s, then the Promoter shall demand additional amount from the Allottee/s as per the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- (i) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/ their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (j) The Allottee/s is/are aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS is required to be deducted @ of 1% of the consideration including the amount of taxes, if any, while making payment to/crediting the account of the Promoter under this Agreement. The amount so deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the Allottee/s electronically only by using Form No. 26QB. The TDS shall be

acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. The Allottee/s shall indemnify and keep indemnified saved defended and harmless the Promoter in that behalf. The Allottee/s do hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds, documents, forms etc. as may be required by the Promoter to claim the benefits of the TDS or otherwise.

- 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 SRA at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from SRA occupancy certificate in respect of the Premises.
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s after receiving the occupancy certificate, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").
3. (i) The Promoter has prepared building plans for the construction of the said proposed sale wings having part-ground floor with part stilt and 7 habitable/residential upper floors. The Slum Rehabilitation Authority has at present issued IOA No. SRA/ ENG/ 2749/ L/ MHL/ AP dated 20th March 2012 togetherwith the Commencement Certificate bearing No. SRA / ENG / 2749/ L/MHL/AP dated 5th August 2014 re-endorsed as per approved amended plans dated 19th December 2016. The Promoter shall be obtaining the necessary commencement certificate from Slum

Rehabilitation Authority for remaining 7 upper residential floors from Slum Rehabilitation Authority.

(ii) Under the current rules and regulations, the total FSI for the Project Land shall be of 9848.86 square meters. In addition thereto the Promoter shall be entitled to Fungible Compensatory FSI of - square meters as per DCR 35(4).

(iii) Out of the same, the Promoter shall be utilizing the Floor Space Index admeasuring 3899.86 square meters AND Fungible Compensatory FSI of 1322.41 square meters as per DCR 35(4) for construction of proposed sale wings in the said composite building.

(iv) The balance remaining FSI as well as the benefit of the balance Fungible Compensatory FSI as per DCR 35(4) shall be availed of and utilized by the Promoter for construction of the sale wings in as may be permitted.

(v) The Promoter has disclosed the full potential of Floor Space Index and Fungible Compensatory FSI to be utilized on the project land (inclusive of both the phases) as proposed and the Allottee/s 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 entire proposed FSI shall belong to Promoter only.

- 4.1 (a) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule (18) of the Maharashtra Real Estate (Regulation & Development) Rules, 2017, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.
- (b) The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule (18) of the Maharashtra Real Estate (Regulation & Development) Rules, 2017 on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4.2 (a) Without prejudice to the right of promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by MCGM and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement, PROVIDED THAT, the Promoter shall give a Notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement ('First Notice') and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(b) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the said period of the First Notice, then at the end of the said period of 15 days, the Promoter shall be entitled, entirely at Promoter's option, to terminate this Agreement by issuing Second Notice being Termination Notice, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s. The present Agreement and the Allotment of the Apartment to the Allottee/s shall stand terminated ipso facto upon delivery of the said Termination Notice at, by Registered Post AD at the address provided by the Allottee/s and receipt of the e-mail at the e-mail address provided by the Allottee/s

(c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s 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/s to the Promoter after deducting therefrom as pre-judged and agreed liquidated damages a sum of Rs. 5,00,000/-.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said sale wings being wings A, B and C and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or before 31st day of December 2022. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund

to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (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.

7.1 Procedure For Taking Possession:-

(a) The Promoter, upon obtaining the occupancy certificate from the Slum Rehabilitation Authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment alongwith Covered Parking Spaces, 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, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

(b) The Promoter shall at the time of handing over of the possession to the Allottee comply with the stipulated norms of statutory authorities and make provisions for water, sanitation, electricity as per the sanctioned plans. The Promoter shall, within 45 days of handing over of the possession to all the allottees in the building, commission the other amenities and services agreed to be installed in the Project.

7.2 The Allottee/s shall take possession of the Apartment along with Covered Parking Lots within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee/s to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per Clause (7.1), the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment along with Covered Parking Lots to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause (7.1), such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the parking space only for purpose of keeping or parking vehicle.

9.1 The Allottee along with other Allottee/s of Apartments in the proposed sale wings shall join in forming and registering the co-operative housing society to be known as _____ 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 and for becoming a member, including the byelaws 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 the Promoter to register the Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Promoter shall, within three months of issuance of the Occupation Certificate of sale wings cause to be transferred to the society all the right, title and the interest of the in the said sale wings being wings A, B and C in Building known as _____.

- 9.2 The Promoter shall in the like manner incorporate a co-operative housing society of the wings to be constructed in said composite building.
- 9.3 The Promoter shall in the like manner incorporate a Federal Co-operative Housing Society of the societies comprised in said wings being wings A, B, C, D, E, F and G. Within three months of registration of the Federal Society, the Promoter shall apply to Slum Rehabilitation Authority for execution of the Lease of the Project Land in favour of the Federal society and the buildings standing thereon. The Allottee/s is/are fully aware that the said Lease shall be executed by the said Authority as per its own rules and regulations.
- 9.4 Within 15 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 of Rs. _____ per 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 lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. 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 Co-operative Housing Society of wings A, B and C.
 - (ii) Rs. _____for formation and registration of the Federal Society.
 - (iii) Rs. _____for proportionate share of taxes and other charges/levies in respect of the Co-operative Housing Society of Wings A, B and C.
 - (iv) Rs. _____for deposit towards provisional monthly contribution towards outgoings of Co-operative Housing Society of wings A, B and C inclusive of share in the outgoing payable to Federal Society.
 - (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 the approved layout.
11. 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 of Wings A, B and C, the Federal Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of Lease of the project 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 favour of the Apex Body or Federation.

13. 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 project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following 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/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 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 has duly paid and shall continue to pay and discharge u n disputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the

Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee 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 and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the

building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 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 occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till lease is executed in favour of Federal 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.
 - xii. Till a lease of the project land on which the building in which Apartment is situated is executed in favour of Federal 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 project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
 17. Promoter Shall Not Mortgage Or Create A Charge

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. However, the Promoter shall have the right to encumber the unsold Apartments and sale areas in the Project

subject to making necessary disclosures as per the provisions of Real Estate Regulation Act, 2016.

18. 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.

19. Entire Agreement

This Agreement, along with its schedules and annexures, constitutes the entire

Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. Right To Amend

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

21. Provisions Of This Agreement Applicable To Allottee / Subsequent Allottees

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable

to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. Severability

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

23. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement

Wherever in this Agreement it is stipulated that the Allottee 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.

24. Further Assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. Place Of Execution

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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.

26. 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.
27. 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: _____

_____ 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.

28. 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.

29. Stamp Duty and Registration

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

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

31. Governing Law

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

IN WITNESS WHEREOF 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

ALL THAT piece or parcel of land admeasuring 2883 square meters and bearing CTS No. 921 (pt.) & 922 (pt.) of village and Taluka Kurla, Mumbai Suburban District and lying, being and situate at Achanak Nagar, Pipe Road, Kurla (W), Mumbai - 400070, being redeveloped in accordance with the slum rehabilitation scheme sanctioned by Slum Rehabilitation Authority vide Revised LOI No. No. SRA/ ENG/ 1292/ L/ MHL/ LOI dated 24/02/2012.

SECOND SCHEDULE

ALL THAT residential premises being Flat bearing no. ____ situated on the ____ floor admeasuring ____sq. ft. of carpet area in the said building known as 'Khaliliya Complex' proposed to be constructed on the said property more particularly described in the First Schedule hereinabove.

SIGNED, SEALED AND DELIVERED)
by the withinnamed 'Promoters')
Dani Builders & Developers)
through it's Partner/s)
_____)
in the presence of) Promoters

- 1.
- 2.

SIGNED SEALED AND DELIVERED)
By the within named 'Allottee/s')
_____)
in the presence of) Allottee/s

- 1.
- 2.

RECEIPT

RECEIVED of and from the within named Allottee)
a sum of Rs. _____)
(Rupees _____)
_____)
as and by way of earnest money by the Allottee/s)
paid to us.)

WE SAY RECEIVED

Rs. _____

Witnessed: - (Dani Builders & Developers)
1.
2.