

Allotment Letter

Dated:- _____

To,

Mr./Mrs.

Add:-

Sub: Booking of Flat no. _____ in Beatum Heights on Plot No.04, Sector-50, Dronagiri, Tal-Uran, Dist- Raigad, Navi-Mumbai.

Dear Sir / Madam

1. This is to confirm and record that we have agreed to sell you and you have agreed to purchase a **Flat** in **BEATUM HEIGHTS (MahaRERA No. _____)** Bearing No. _____ Admeasuring _____ Square Meters Carpet Area with Chajja _____ proposed sanctioned plan at Plot No.04, Sector No. 50, at Dronagiri, Tal- Uran, Dist-Raigad, Navi Mumbai. for an aggregate price Rs. _____/- (Rupees _____ Only) exclusive of all other deposits, Taxes, Water, Drainage and Power connection Charges, legal charges, registration, stamp duty, GST and cost of formation of Co- operative Society and such other deposits and charges, transfer charges as may be levied by CIDCO / LOCAL AUTHORITY etc.
2. Any default in the payment, will result in cancellation of your booking and the payments already made by you, if any will be refunded to you without any interest thereon, after deduction of expenses and losses made by us, on this account. However, we may accept delayed payment, at our discretion together with the interest @ 24% p.a. on delayed payment and our decision in the matter will be final.
3. The benefit of this letter of Intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned disposed of by you without having obtained our prior written consent for the same.
4. This writing is merely a letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement to Sale/purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.

5. We acknowledge and admit the of **Rs.** _____/-(Rupees _____ Only) from you, which amount you have paid to us in view of our reserving the above mentioned **Flat** in the proposed project on the basis of the plans shown to you. Balance payment as per the scheduled annexed herewith.
6. The dates of payments for further installments shall be communicated separately depending upon the progress of works.

Kindly confirm the above by endorsing your signature at the foot of the duplicate hereof.

Thanking you,

Yours faithfully,

For HERITAGE CONSTECH LLP

I accept the above & confirm

AUTHORISED SIGNATORY

(PURCHASER)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Navi Mumbai, on this ____ day of _____, 2019.

BETWEEN

M/s. HERITAGE CONSTECH LLP (PAN: _____) a Partnership Firm represented through its Partner: **Mr. ARSALAN MASROOR KHAN** having office address at: Office No. 110, 1st Floor, Hilton Centre Commercial Complex, Plot No. 66, Sector 11, CBD Belapur, Navi Mumbai 400614, hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include all the Partners, their respective legal heirs, nominees, successor, executors, administrators and permitted assigns) of the ONE PART.

AND

Mr. _____ (PAN: _____) Age _____ years, an Indian Inhabitant, presently residing at _____, hereinafter called "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include all his respective legal heirs, nominees, administrators, executors, successors and permitted assigns) of the OTHER PART.

WHEREAS:-

The CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as “The Corporation”) having its registered office at “Nirmal”, 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966 hereinafter referred to as ‘the said Act’) for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under Sub-Section (1) of Section 113 of the said Act.

AND WHEREAS the State Government has acquired land within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Section 113 (A) of the said Act.

AND WHEREAS by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

AND WHEREAS by an Agreement to Lease dated 27.04.2012 duly registered at the office of Sub – Registrar of URAN under Receipt No. 0320209 dated 02.05.2012 (Document Serial No. URAN- 547-2012) entered into between the **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, “THE CORPORATION”** of the ONE PART and **(1) Smt. TARA HARISHCHANDRA PATIL (2) Smt. NALINI RAJESH KUMAR (3)**

Smt. JAYSHREE HARISHCHANDRA PATIL (4) Smt. VIDYA DIPAK MADHVI (5) Shri. BHALCHANDRA HARISHCHANDRA PATIL (6) Shri. PRAMOD HARISHCHANDRA PATIL (7) Shri. CHANDRAKANT KASH @ KASHINATH PATIL (8) Smt. VIMAL TULSHIRAM PATIL (9) Smt. KAVITA MAHESH PATIL (10) Shri. SAGAR TULSHIRAM PATIL (11) Shri. MOHAN KASHA @ KASHINATH PATIL (12) Shri. MORESHWAR KASHA @ KASHINATH PATIL (13) Shri. NARESH KASHA @ KASHINATH PATIL (14) Smt. VASANTI VASANT PATIL (15) Kum. NIKESH VASANT PATIL (16) Kum. NIKITA VASANT PATIL (17) Smt. ANUSAYA MAHADEV BHAGAT (18) Smt. PRABHABAI KRISHNA PATIL the Original Licensees of the OTHER PART, the CORPORATION granted Licence in favour of the Original Licensees and agreed to grant a Lease for a term of 60 Years of all that Piece and Parcel of Land bearing **Plot No.4, admeasuring 1099.25 Square Meters, situated at Sector 50, Dronagiri, Taluka – Uran, District – Raigad allotted under 12.5% Gaothan Expansion Scheme** (hereinafter referred to as “THE SAID PLOT”) in consideration of a premium of **Rs.18,150 (Rupees Eighteen Thousand One Hundred and Fifty Only)** subject to the observance of the terms and conditions mentioned therein. In pursuance of the said Agreement, the Original Licensees has paid the entire amount of premium to the Corporation and the Corporation has handed over the vacant and peaceful physical possession of the said Plot to the Original Licensees.

AND WHEREAS by a Tripartite Agreement dated 27.08.2012 duly registered at the office of Sub – Registrar of Uran, under Receipt No. 0347811 dated 27.08.2012 (Document Serial No. URAN -1238-2012) entered into between the **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED** (hereinafter referred to as “the CORPORATION”) of the FIRST PART

and (1) **Smt. TARA HARISHCHANDRA PATIL** (2) **Smt. NALINI RAJESH KUMAR** (3) **Smt. JAYSHREE HARISHCHANDRA PATIL** (4) **Smt. VIDYA DIPAK MADHVI** (5) **Shri. BHALCHANDRA HARISHCHANDRA PATIL** (6) **Shri. PRAMOD HARISHCHANDRA PATIL** (7) **Shri. CHANDRAKANT KASH @ KASHINATH PATIL** (8) **Smt. VIMAL TULSHIRAM PATIL** (9) **Smt. KAVITA MAHESH PATIL** (10) **Shri. SAGAR TULSHIRAM PATIL** (11) **Shri. MOHAN KASHA @ KASHINATH PATIL** (12) **Shri. MORESHWAR KASHA @ KASHINATH PATIL** (13) **Shri. NARESH KASHA @ KASHINATH PATIL** (14) **Smt. VASANTI VASANT PATIL** (15) **Kum. NIKESH VASANT PATIL** (16) **Kum. NIKITA VASANT PATIL** (17) **Smt. ANUSAYA MAHADEV BHAGAT** (18) **Smt. PRABHABAI KRUSHNA PATIL** (hereinafter referred to as the Original Licensees) of the SECOND PART and **M/s. A.M. ASSOCIATES**, through its Proprietor **Mr. MANISH M. GANGAR** (hereinafter referred to as the New Licensee) of the THIRD PART, the Original Licensee has agreed to transfer, assign and convey all rights, title, interest and benefits in the said Plot to **M/s. A.M. ASSOCIATES**, through its Proprietor **Mr. MANISH M. GANGAR** subject to the terms and conditions mentioned therein. In pursuance of the said Tripartite Agreement, the Original Licensees have handed over the vacant and peaceful physical possession of the said Plot to the New Licensee.

AND WHEREAS by its Final Transfer Order bearing Ref. No. CIDCO /VASAHAT /SATYO /DRONAGIRI /920/2013 dated 15.02.2013 the CORPORATION has transferred all leasehold rights, title, interest and benefits in the said Plot in favour of **M/s. A.M. ASSOCIATES**, through its Proprietor **Mr. MANISH M. GANGAR**.

AND WHEREAS by a Tripartite Agreement dated 26.03.2013 duly registered at the office of Sub – Registrar of Uran, dated 03.04.2013 (Document Serial No. URAN -629- 20013) entered into between the **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED** (hereinafter referred to as “the CORPORATION”) of the FIRST PART and **M/s. A.M. ASSOCIATES**, through its Proprietor **Mr. MANISH M. GANGAR** (hereinafter referred to as the New Licensee) of the SECOND PART and **(1) Mr. ZUBAIR M.S. HAMDULAY (2) Mr. HAMID FAZLUDDIN HAMDULAY (3) Mr. SUHAIL ISMAIL SAYED (4) Smt. ZARINA SAYED ISMAIL** (hereinafter referred to as the Subsequent New Licensees) of the THIRD PART, the Original Licensee has agreed to transfer, assign and convey all rights, title, interest and benefits in the said Plot to **(1) Mr. ZUBAIR M.S. HAMDULAY (2) Mr. HAMID FAZLUDDIN HAMDULAY (3) Mr. SUHAIL ISMAIL SAYED (4) Smt. ZARINA SAYED ISMAIL** subject to the terms and conditions mentioned therein. In pursuance of the said Tripartite Agreement, the New Licensees has handed over the vacant and peaceful physical possession of the said Plot to the Subsequent New Licensees.

AND WHEREAS by a Tripartite Agreement dated 16.06.2017 duly registered at the office of Sub – Registrar of Uran, under Receipt No. 1369 dated 20.06.2017 (Document Serial No. URAN -928 - 2017) entered into between the **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED** (hereinafter referred to as “the CORPORATION”) of the FIRST PART and **(1) Mr. ZUBAIR M.S. HAMDULAY (2) Mr. HAMID FAZLUDDIN HAMDULAY (3) Mr. SUHAIL ISMAIL SAYED (4) Smt. ZARINA SAYED ISMAIL** (hereinafter referred to as the Subsequent New Licensees) of the SECOND PART and **M/s. HERITAGE CONSTECH LLP** represented through its Partner: **(1)**

Mr. SUHAIL ISMAIL SAYED (2) Smt. ZARINA SAYED ISMAIL (hereinafter referred to as the New Subsequent New Licensees) of the THIRD PART, the Original Licensee has agreed to transfer, assign and convey all rights, title, interest and benefits in the said Plot to **M/s. HERITAGE CONSTECH LLP** subject to the terms and conditions mentioned therein. In pursuance of the said Tripartite Agreement, the New Licensees has handed over the vacant and peaceful physical possession of the said Plot to the Subsequent New Licensees.

AND WHEREAS by its Final Transfer Order bearing Ref. No. CIDCO /VASAHAT /SATYO /DRONAGIRI /920/2017/21861 dated 10.08.2017 the CORPORATION has transferred all leasehold rights, title, interest and benefits in the said Plot in favour of **M/s. HERITAGE CONSTECH LLP**.

AND WHEREAS the CIDCO has issued COMMENCEMENT CERTIFICATE bearing Ref. No. BP-13211/5507, dated 05.09.2019, to **M/s. HERITAGE CONSTECH LLP** for construction of Residential cum Commercial Building on the said plot on the terms and conditions as set out therein.

AND WHEREAS by Supplementary Deed of Partnership dated 06.12.2018 of M/s. HERITAGE CONSTECH LLP, three new incoming partners namely (1) Mr. ARSALAN MASROOR KHAN, (2) Mrs. SHABAB MASROOR KHAN (3) Mr. ARBAZ MASROOR KHAN where admitted to the business of the firm on the terms and conditions as set out therein and Whereas M/s. HERITAGE CONSTECH LLP have also applied to the Corporation for change of constitution of partners name in CIDCO records and CIDCO has issued its order.

AND WHEREAS M/s. HERITAGE CONSTECH LLP has proposed to construct a Residential Cum Commercial Building on the said Plot which shall be always known as **“BEATUM HEIGHTS”** consisting of Stilt plus Fourteen upper floors.

AND WHEREAS the DEVELOPER has approached and appointed Soyuz Talib Architect, an Architect registered with the Council of Architect and a Structural Engineer for the preparation of the structural design and drawings of the building and the DEVELOPER accept the professional supervisions of the Architect and the Structural Engineer till the completion of the building.

AND WHEREAS the DEVELOPER i.e. **M/s. HERITAGE CONSTECH LLP** has proposed to construct a building, on the said Plot as per the plans approved by the Corporation and sell/transfer the Flat's/Shop's in the said building to prospective PURCHASER for proper consideration and enter into Agreements thereof.

AND WHEREAS the DEVELOPER proposed to construct on the said plot as described in the FIRST SCHEDULE annexed hereto, multi storey building known as **“BEATUM HEIGHTS”** as per the approved plans referred hereinabove and with such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the Corporation/Planning Authorities.

AND WHEREAS The Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated _____ and the Project's Registration Certificate No. is _____. of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act"), copy is attached in Annexure 'C'.

AND WHEREAS the DEVELOPER has sole and exclusive rights to dispose off the Flat's/Shop's in the proposed building.

AND WHEREAS the PURCHASER has verified the title documents and plans and have requested the DEVELOPER to allot **Flat No. _____ on _____ Floor, admeasuring about _____ Square Meters Carpet Area with Chajja _____ in the Building known as “BEATUM HEIGHTS” to be constructed on Plot No. 4, situated at Sector 50, Dronagiri, Taluka – Uran, District – Raigad** (hereinafter referred to as “THE SAID FLAT”) on ownership basis as agreed to by and between them which is hereinafter referred to as “the said FLAT” as per SECOND SCHEDULE annexed hereto.

AND WHEREAS the PURCHASER has agreed to pay the consideration in respect of the said FLAT in accordance with the provisions of the Maharashtra Ownership FLAT (Regulation of promotion of the construction, Sale, Management and Transfer) Act, 1963, and in accordance with the progress of the construction work of the said new building.

AND WHEREAS by executing this Agreement the PURCHASER has accorded his/their consent whereby the DEVELOPER will be entitled to make such alteration/s in the structure in respect of the said FLAT agreed to be purchased by the PURCHASER and/or in the building as may be necessary and expedient in the opinion of their Architect/Engineer provided that such alteration /modification are approved by concerned authorities /Corporation.

AND WHEREAS The DEVELOPER shall give possession of the said Flat/Shop to the Allottee on or before DECEMBER, 2025. If the DEVELOPER fails or neglects to give possession of the Flat/Shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the DEVELOPER shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Shop with interest from the date the

DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

AND WHEREAS relying upon the said offer and declaration the DEVELOPER have agreed to sell to the PURCHASER the said FLAT at the price and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the DEVELOPER has given inspection of the Title Documents for the said plot, Title report, Search Report, plans sanctioned by the concerned Authority, designs and specifications, documents, letters and all other papers as required under provisions of Maharashtra Ownership FLAT (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

AND WHEREAS the DEVELOPER has agreed to provide the certain amenities to the PURCHASER as set out in the Annexure – A, hereunder attached subject to the provisions of this Agreement.

AND WHEREAS the PURCHASER have examined and approved the floor plan/approved plan of the building, the nature and quality of construction and fittings, fixtures, facilities and amenities provided or to be provided hereto as per the general specifications stated in Annexure - A (hereunder attached).

AND WHEREAS the PURCHASER have agreed to purchase **Flat No. _____ on _____ Floor, admeasuring about _____ Square Meters Carpet Area with Chajja _____, in the Building known**

as **“BEATUM HEIGHTS”** to be constructed on Plot No. 4, situated at Sector 50, Dronagiri, Taluka – Uran, District – Raigad (hereinafter referred to as “THE SAID FLAT”) for a total consideration of **Rs. _____/= (Rupees _____ Only)** subject to the terms and conditions hereinafter appearing.

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

- (1) The DEVELOPER is constructing a Building on the said Plot for Residential Cum Commercial use (consisting of Stilt + 14 upper floors) which shall be always known as **“BEATUM HEIGHTS”** in accordance with the Plans, Designs, Specifications which have been approved by the concerned authority and seen and approved by the FLAT PURCHASER. The DEVELOPER shall under normal conditions construct a building as per the plans designs and specifications inspected and approved by the said FLAT PURCHASER with such variations and modifications as the DEVELOPER may consider necessary or may be required by any public authority to be made in any of the FLATs. The PURCHASER hereby irrevocably consents to such variations.
- (2) The PURCHASER has prior to the execution of this Agreement satisfied himself about the Title of DEVELOPER to the said Plot of Land and no requisition or objection shall be raised upon DEVELOPER in any matter relating hereto. A copy of the Certificate of Title issued by Advocate Basheer A. M. Sayyed is annexed and marked as Annexure “B” .

(3) The PURCHASER hereby agrees to purchase **Flat No.** _____ **on** _____ **Floor, admeasuring about** _____ **Square Meters Carpet Area with Chajja** _____, **in the Building known as “BEATUM HEIGHTS” to be constructed on Plot No. 4, situated at Sector 50, Dronagiri, Taluka – Uran, District – Raigad** (hereinafter referred to as “THE SAID FLAT”) for a total consideration of **Rs.**_____/=**(Rupees** _____ **Only)** on the terms and conditions hereinafter appearing.

(4) AND WHEREAS the PURCHASER has agreed to pay the total Consideration being **Rs.**_____/=**(Rupees** _____ **Only)** in respect of the said FLAT as per the following payment schedule

(a).**Rs.**_____/=**(Rupees** _____ **Only)** has been paid by the PURCHASER to the DEVELOPER towards TOKEN AMOUNT/PART PAYMENT in respect of the said FLAT on or before the execution of this Agreement for Sale.

(b).**Rs.**_____/=**(Rupees** _____ **Only)** shall be paid by the PURCHASER to the DEVELOPER towards FULL AND FINAL PAYMENT in respect of the said FLAT by obtaining LOAN from any Banking or Financial Institution or from their own sources/contribution within the period as mentioned in payment schedule as mentioned hereunder.

PAYMENT SCHEDULE IN DETAIL

AGREEMENT VALUE: **Rs.** _____/ =

Sr.No.	PAYMENT SCHEDULE/TITLE	AMOUNT (%)
1.	On Booking EMD	10%
2.	On Agreement Registration	20%
3.	On Commencement of Plinth Work	15%
4.	On Commencement of 1 st & 2 nd Slab	5%
5.	On Commencement of 3 rd & 4 th Slab	5%
6.	On Commencement of 5 th & 6 th Slab	5%
7.	On Commencement of 7 th & 8 th Slab	5%
8.	On Commencement of 9 th & 10 th Slab	5%
9.	On Commencement of 11 th & 12 th Slab	5%
10.	On Commencement of 13 th & 14 th Slab	5%
11.	On Commencement of 15 th Slab	5%
12.	On Completion of Brick Work	4%
13.	On Completion of Plastering	4%
14.	On Completion of Plumbing, Wiring & Painting	4%
15.	On Possession	3%
	TOTAL	100%

“TIME IS THE ESSENCE OF CONTRACT”.

- (5) The PURCHASER hereby agree/s and confirm that he/she/they will make payment of amount mentioned in the installment on its due date as more particularly mentioned herein above in the Payment Schedule. The PURCHASER hereby agree/s and confirm/s to make payment of the said balance consideration in installments, the said balance consideration will be payable on the basis of the

construction work carried out by the DEVELOPER. If the PURCHASER fail/s and neglect/s to make payment of the balance consideration payable under this Agreement as more particularly mentioned in the payment Schedule, in that event the DEVELOPER shall issue a notice to the PURCHASER calling upon the PURCHASER to make payment of the amount then due as per the said installment mentioned in the payment Schedule. The PURCHASER hereby agree/s and confirm/s that after receipt of the notice from the DEVELOPER intimating the PURCHASER about the stage of construction work or about the construction work carried out in the manner as more particularly mentioned above, as per the payment Schedule the PURCHASER will make payment of the said installment due/balance consideration within a period of 7 days from the date of receipt of the notice of intimation given by the DEVELOPER about the construction work carried out by the Developer as per the payment Schedule (the time being essence of the contract). The PURCHASER hereby agree/s and confirm/s that after receipt of the said notice, which is sent by the DEVELOPER by courier/SMS/e-mail/Fax, the PURCHASER shall immediately make payment of the said installment without committing any default (The time being the essence of the Contract). After completion of period of 7 days from the date of receipt of the notice, if PURCHASER fail/s and neglect/s to make payment of the amount, which is due as per the installment as more particularly mentioned in the said notice, then the DEVELOPER will issue another notice to the PURCHASER intimating to him that within a further period of 7 days, if PURCHASER did not make payment of the amount due as per the said Payment Schedule, in that event, the DEVELOPER will be entitled to terminate above

agreement and forfeit the E.M.D + 20% of the amount so paid by the PURCHASER with the DEVELOPER as Administration charges along with vat, service tax, development charges, or any other dues paid by the DEVELOPER. The DEVELOPER shall only after PURCHASER signing and executing a Deed of Cancellation pay the balance amount after deducting aforesaid 20% Administration charges. The DEVELOPER shall also be entitled to deduct development charges and all other taxes and amounts which the DEVELOPER are entitled to deduct on cancellation of the said agreement apart from aforesaid 20% Administration charges, which the DEVELOPER are entitled to deduct.

- (6) The DEVELOPER shall not be liable to pay any interest on the said amount then payable on cancellation of the agreement. The DEVELOPER will be entitled immediately on the termination this Agreement to sell/dispose of the said FLAT in favour of any other party and at such price as the DEVELOPER may in their absolute discretion think fit and proper. The PURCHASER herein will have no right to object to such sale/disposal of the said FLAT by the DEVELOPER. The PURCHASER also agrees that, sending of the said balance amount by cheque by the DEVELOPER to the PURCHASER at the address given by the PURCHASER under this presents, whether the PURCHASER realize the cheque or not, will amount to the refund of the amount so required to be refunded.
- (7) It is hereby agreed and confirmed by and between the parties hereto that if PURCHASER commit/s default in making payment of the amount due and payable under these presents and more particularly mentioned in the Schedule of

the payment and after this agreement is terminated by the DEVELOPER, the DEVELOPER shall be entitled to sell said FLAT and only upon receipt of the consideration from the PURCHASER thereafter DEVELOPER shall make payment of the amount then received from the PURCHASER from the consideration received after selling said FLAT to third parties after deducting the amount which the DEVELOPER are entitled to deduct as more particularly mentioned hereinabove.

- (8) The PURCHASER hereby agree/s and confirm/s that in the event of the termination/cancellation of this agreement, the DEVELOPER shall not be liable to repay the amount paid by the DEVELOPER towards GST, Brokerage and commission and all other such expenses made by the DEVELOPER to various authorities concerned and the said amount shall not be repayable by the DEVELOPER to the PURCHASER however after deducting the said amount and as well as the administrative charges and other charges as mentioned above, the remaining balance amount shall be repaid by the DEVELOPER to the PURCHASER.
- (9) It is however agreed that upon termination of this agreement, all right, title and interest if any held by the PURCHASER in the said FLAT shall automatically stand terminated and in view thereof the DEVELOPER will be entitled to sell and transfer said FLAT after completion of notice of termination. The PURCHASER shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the DEVELOPER or against the said FLAT in any manner whatsoever and the DEVELOPER shall be entitled to deal and dispose of the said FLAT to any

person or party as the DEVELOPER may desire at its absolute discretion.

- (10) The PURCHASER shall not have right to cancel this agreement however it is at the description of the DEVELOPER to agree for the request made by the PURCHASER to cancel the above agreement, in that event, the DEVELOPER shall be entitled to deduct 20% Administration Charges of the amount so far paid of the said FLAT and all other amounts payable to various different authorities and Government Organization. The balance consideration shall be refunded by the DEVELOPER however the said balance consideration shall be payable by the DEVELOPER only after the DEVELOPER could able to sell the said FLAT and upon receiving the consideration from the said third party PURCHASER, the said balance consideration shall be paid by the DEVELOPER. The DEVELOPER shall also be entitled to deduct the brokerage charges, if any paid while selling said FLAT to the PURCHASER. The said brokerage charges should be deducted while repaying the amount to the PURCHASER.
- (11) The DEVELOPER shall be entitled to calculate the GST, development charges, brokerage and all other amounts paid to various different organizations and institutions till the date of execution of the Deed of Cancellation of the said agreement. After execution of the Deed of Cancellation, it is at the discretion of the DEVELOPER to sell said FLAT to any persons whomsoever as the DEVELOPER may deem fit and proper and the PURCHASER shall not be entitled to raise any such objection in that respect.

- (12) If the PURCHASER in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the developer under this Agreement, seeks loan from financial institution, bank or other institution against the security of the said FLAT subject to the consent and approval of the DEVELOPER, then in the event of the PURCHASER committing default of the payment of the installment of the consideration amount and in the event of the DEVELOPER exercising its right to terminate this Agreement, the PURCHASER hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The PURCHASER shall obtain the necessary letter from such financial institution, bank etc., stating that the PURCHASER has/have cleared the mortgage debt. On receipt of such letter from the financial institution, banks etc., on receipt of payment of entire mortgage amount with interest and penalty if any accrued thereon then the PURCHASER shall be entitled to the refund of the amount so paid by him/her/them to the DEVELOPER towards the said FLAT after deduction as applicable. However, the DEVELOPER shall also be entitled to directly pay the amount payable to the financial institution., bank, their employer or other such institutions by the PURCHASER from the amount standing to his/her/their credit with the DEVELOPER towards the said FLAT and (paid by him/her/them to the DEVELOPER towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. shall the PURCHASER be entitled to the refund of the balance amount standing credited to the account of the PURCHASER with the DEVELOPER towards the said FLAT.

- (13) The PURCHASER hereby agree/s and confirm/s that in the event of the PURCHASER is/are unable to make payment of the balance consideration to the DEVELOPER and desires to sell said FLAT, in that event the PURCHASER shall offer said FLAT to the DEVELOPER and it will be option of the DEVELOPER either to grant NOC or to purchase the said FLAT at the price mutually agreed by and between them. It is however agreed and confirmed by the PURCHASER that the PURCHASER shall not be entitled to sell said FLAT less than the mutually agreed price and if PURCHASER desires to sell said FLAT at the price less than mutually agreed price then the DEVELOPER shall have pre-emptive right to purchase said FLAT and the PURCHASER shall not be entitled to refuse to sell said FLAT to the DEVELOPER.
- (14) The DEVELOPER shall be entitled to exercise their pre-emptive right to purchase said FLAT only with a view to prevent the PURCHASER from selling said FLAT for the price less than the mutually agreed price. The DEVELOPER upon exercising his sale option to purchase said FLAT, shall make payment of the said consideration to the PURCHASER within the period as may be fixed by the DEVELOPER. After PURCHASER agreed to sell said FLAT to the DEVELOPER, the PURCHASER shall not be entitled to sell said FLAT or any part or portion thereof to outsiders and the PURCHASER will be bound to sell said FLAT to the DEVELOPER.
- (15) The Total consideration mentioned above is exclusive of the Following Charges:

- Stamp Duty, Registration charges, CIDCO Transfer Fees as applicable and other charges payable to the concerned authorities.
- Legal charges for documentation.
- Stamp Duty, Registration charges payable on Lease Deed and Conveyance Deed to be executed by CIDCO LTD. in favour of Society.
- Any other taxes such as cesses that shall be levied or become leviable by CIDCO LTD. or any Government or Semi Government authorities and also such other charges escalations imposed by CIDCO LTD. or any other Government or Semi Government Authorities.
- GST as applicable.
- Maintenance/Development Charges.
- Share Money, Entrance Fees of the Society.

The PURCHASER agrees to pay all of the abovementioned charges as and when demanded by the DEVELOPER.

- (16) The PURCHASER hereby agree and confirm that prior to accepting the possession of his/her/their FLAT, the PURCHASER shall take inspection of the said FLAT and confirmed with the DEVELOPER that the DEVELOPER have carried out the construction work in accordance with the sanctioned plan and also confirmed that the DEVELOPER have provided the amenities and specifications as mentioned in the list of amenities annexed to the agreement and that the amenities provided in the said FLAT are of the standard and the material used by the DEVELOPER is also of same standard as has been mentioned in the said list of amenities. The PURCHASER after taking possession will not be entitled to raise any such dispute with regard to the specifications and amenities as well as the quality of the goods used for

providing amenities. If PURCHASER notice any defect in the said FLAT or the amenities provided to him/her/them it is the duty of the PURCHASER to immediately point out the said defect to the DEVELOPER and that the said defect only after it is pointed out by the PURCHASER prior to taking possession shall be rectified by the DEVELOPER. The PURCHASER thereafter shall not be entitled to raise any dispute with regard to the quality and standard of the materials used for carrying out construction work of the said Flat.

- (17) The PURCHASER hereby agrees to bear the cost of the Lease Deed and Conveyance Deed of Plot in the Name of proposed Co-operative Housing Society including the CIDCO transfer charges, Stamp Duty, Registration Charges in Proportionate share of expenses to be paid on Lease Deed and Conveyance.
- (18) All costs, charges and expenses including Advocate's/ Solicitor's fees for and registration of the said Association/ Society including the share money and application fee, as the case may be shall be borne and paid by the PURCHASER as the case may be.
- (19) The PURCHASER hereby agree/s and confirm/s that the said Deed of Conveyance as well as the Deed of Lease shall be prepared and approved by the Advocate for the DEVELOPER and the PURCHASER shall not be entitled to claim any objection and demand for the same. The Advocate for the DEVELOPER shall be entitled to finalize, approve and prepare said Deed of Conveyance/Deed of Lease in respect of the Plot described in the Schedule hereunder written. The entire costs, charges and expenses, which are required to be

incurred for the purpose of preparing, finalizing and approving all other expenses, which are required to be incurred including stamp duty and registration charges etc. payable in respect of the said Deed of Conveyance shall be borne and paid by the PURCHASER.

- (20) All notices to be served on the said FLAT PURCHASER as contemplated by this agreement will be deemed to have been duly served if sent to the said FLAT PURCHASER by Registered Post or Under Certificate of Posting at their address specified below :

Mr. _____
Address: _____
_____.

E-Mail : _____

Mobile No. _____

if any notice is issued by the DEVELOPER at the above-referred address, E-mail, Mobile No. and SMS will be considered as valid notice to be sent to the PURCHASER.

- (21) The PURCHASER hereby agree/s and confirm/s that in the event of the PURCHASER changing their address, E-Mail, Mobile No. and SMS, he/she/they will without a period of 15 days from the changes made in the address, E-Mail, Mobile No. and SMS immediately update with the DEVELOPER. If the PURCHASER fail and neglect to inform said new address, E-Mail, Mobile No. and SMS, in that event the notice, which is served at the last known address, E-Mail, Mobile No. and SMS will be considered as valid service of notice and the PURCHASER will not be entitled to raise any dispute and/or claim about service of the notice due to change of address,

E-Mail, Mobile No. and SMS and service will be considered as valid proof of service.

(22) The PURCHASER doth hereby covenant with the DEVELOPER as follows:

- (a.) To maintain the said FLAT at the PURCHASER own Cost in good condition from the date of possession of the FLAT is taken and shall not do or suffer to be done anything in or to the building in which the said FLAT is situated, staircase or any passages which may be against the rules, regulations or bye laws of concerned authorities or any other authority or change/alter or make addition in or to the building in which the said FLAT is situated and the said FLAT itself or any part thereof.
- (b.) Not to store in the said FLAT any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said FLAT is situated or storing of which goods is objected by the concerned authorities or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said FLAT is situated. Any damages caused to the structure of the building on account of negligence or default of the PURCHASER in this behalf the PURCHASER will be liable for the consequences of breach of this clause.

- (c.) To carry at their own cost all internal repairs to the said FLAT in the same conditions, state and order in which it was delivered by the DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the said FLAT is situated and to observe the rules and regulations and the byelaws of concerned authority or proposed Co-operative Society or any other Authority. In the contravention to the above provisions the PURCHASER shall be liable for the consequences thereof to concerned authority or proposed Co-operative Society or any other Authority.
- (d.) Not to demolish or cause to be demolished the FLAT or any part thereof at any time or make or cause to be made any addition or alteration of whatever nature in or to the said FLAT or any part thereof, or any alteration in The elevation and outside colour scheme of the building in which the said FLAT is situated and shall keep the portion, sewers, drains, pipes in the said FLAT and appurtenances thereof in good, tenantable repair and conditions, and in particular so as to support shelter and protect the other part of the building in which the said FLAT is situated and shall not chisel or in any other way damage the columns, beams, walls, slabs or R.C.C., pardus or other structural members in the said FLAT without the prior written permission of the DEVELOPER and /or the Society or Limited Company.
- (e.) The PURCHASER hereby agree/s and confirm/s that with a view to maintain the aesthetic view of the

building and not to disturb the elevation of the building, PURCHASER will not be allowed to put any jallis, grills and other signage or name board, which will not disturb the aesthetic view of the building. The PURCHASER shall not have any right to obstruct or prevent the DEVELOPER from using portion of the terrace for installation of the said cable towers, DEVELOPER" sign board etc.

- (f.) Not to do or permit to be done any act or things which may render void or voidable any Insurance of the said Land and the building in which the said FLAT is situated or any part thereof. Whereby any increase in Premium will become payable in respect of the Insurance, it will be borne and paid by the PURCHASER.
- (g.) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said FLAT in the compound or any portion of the said land or building in which the said FLAT is situated.
- (h.) Pay to the DEVELOPER within 7 days of demand, their share of Security Deposit demand by the concerned authority, Government or any other authority for giving water, electricity or any other services, connection to the Building in which the said FLAT is situated.
- (i.) To bear and pay increase in Local taxes, water charges, insurance and such other levies, if any, which are imposed by Concerned Authority and/or Government and/or other Public Authority.

- (j.) The PURCHASER shall observe and perform all rules and regulations which the proposed Society may adopt at its inception and the additions, alteration /documents thereof that may be made from time to time for protection and maintenance of the said building and the said FLAT therein and observance and performance of the building rules, regulations and Bye-laws for the time being of Concerned Authority and of Government and other bodies. The PURCHASER will observe and perform all the stipulations and conditions lay down by the Society regarding the occupation and use of the said FLAT in the building and will pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The PURCHASER shall not Let, Transfer, assign, or part with their interest or benefit of this Agreement or part with the possession of the said FLAT until all the dues payable by them to the DEVELOPER under this agreement are fully paid up and only if the PURCHASER had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the PURCHASER have obtained the Permission in Writing of the DEVELOPER for such transfer.
- (k.) Till a conveyance of the building in which said FLAT is situated is executed, the PURCHASER shall permit the DEVELOPER and their Surveyors and Agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and building or any

part thereof to view and examine the state and conditions thereof.

- (23) The PURCHASER along with the other PURCHASER of said FLATs in the building will join in forming and registering a Society and also from time to time to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation of the Society and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign, so as to enable the DEVELOPER to register the organization of the PURCHASER under Section 10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership FLATs Rules, 1964. No-objection will be taken by the PURCHASER if any changes or modifications are made in the draft/bye-laws or the Memorandum or Articles of Association as may be required by the Registrar of the Co-operative Societies or the Registrar of Companies as the case may be or by any other Authority.
- (24) Any Co-operative Society of PURCHASER of FLAT in the said Building shall incorporate the name **“BEATUM HEIGHTS”** CO-OPERATIVE HOUSING SOCIETY LIMITED” in its name and that name will not be changed under any circumstances without obtaining permission of the DEVELOPER.
- (25) In the event of Co-operative Society being formed and registered before the sale and disposal by the DEVELOPER of all the said FLATs terraces/car parking spaces in the said building, the power and authority of the proposed Co-operative Society so formed or so registered shall be subject to over all control of the DEVELOPER in respect of any of the matters concerning the said unsold FLATs and all amenities

pertaining to the same and in particular the DEVELOPER shall have absolute authority and control as regards the disposal of the unsold FLATs at any stage and to receive and appropriate the sale prices in respect thereof and all PURCHASER of such unsold FLATs will be admitted as members of the proposed Co-operative Society with the same rights and same benefits and subject to and without any reservation and conditions whatsoever and the PURCHASER will consent to admission without raising any objection whatsoever and without charging any Transfer Fees and /or donation and/or maintenance charges. However the DEVELOPER shall pay the Property Taxes of the unsold FLATs which shall be under the control and management of the DEVELOPER alone.

- (26) The DEVELOPER shall be entitled to alter the terms and conditions of the Agreements relating to the unsold FLAT in the said Building of which the aforesaid FLAT form part hereafter or even after the said Society is formed and the PURCHASER shall have no right to object to the same.
- (27) It is expressly agreed, accepted and confirmed and the same shall be mandatory under the terms of this Agreement for the PURCHASER to pay the requisite stamp duty and registration charges payable as per the existing laws and provisions governed by the Bombay Stamp Duty or existing when the same shall be paid by the PURCHASER in respect of this Agreement in the circumstances as mentioned hereinabove. The requisite stamp duty and registration charges shall be paid by the PURCHASER at the time of execution of this Agreement and/or if the PURCHASER in the event opting to pay the stamp duty and the necessary registration charges at the time of delivery of the possession

of the said FLAT, then the PURCHASER shall be liable to pay the necessary stamp duty (penalties if any) and registration charges as per the existing laws prevailing at that point of time and in that event he/she/they shall indemnify and keep indemnified the DEVELOPER in regard to costs, charges and expenses incurred by the Developer and/or any damages suffered by the DEVELOPER on account of the PURCHASER opting to defer the payment of the Stamp Duty.

- (28) All costs charges including to the Stamp Duty and Registration charges in respect of the said Agreement will be borne and paid by the PURCHASER alone. And also the proportionate share of Stamp Duty and registration of Lease Deed in favour of Co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the PURCHASER.
- (29) The PURCHASER shall be liable to bear and pay the Proportionate share of Outgoings in the form of maintenance of the said FLAT and building namely Property Taxes, Water Charges, Insurance Premium, expenses for common Security/Watchman etc. and all the necessary charges incidental to the management and maintenance of the said Building starting from the date of Occupancy Certificate/ Possession whichever is earlier. Until a Society is formed and the powers are conferred upon it, the PURCHASER covenant to pay their share of provisional monthly contribution towards Outgoings to the DEVELOPER on the 1st day of each and every month in advance and will not withhold the same for any reasons whatsoever.

- (30) The PURCHASER shall at no time demand partition of their interest in the said Building.
- (31) It is hereby agreed that the Terrace, Parapet Walls and Stilts on the said Building shall always belong to the DEVELOPER and they shall be entitled to deal with and dispose off the same in whatsoever manner they may deem fit. In the event of the DEVELOPER obtain permission from the CIDCO and /or other concerned authority for constructing any FLAT on the terrace or stilts, then the DEVELOPER shall be entitled to dispose off such FLAT in whatsoever manner they deem fit. The PURCHASER hereby under take that they will not raise any objection for the same.
- (32) If car parking space under the stilt or Mechanical car parking is available then as per the application that may be made by the purchaser for car parking space under the stilt or Mechanical car parking space no._ same shall be allotted to the purchaser. Such allotment of car parking shall be at the sole discretion of the Developer.
- (33) This Agreement shall be subject to the Provisions contained in the Maharashtra Ownership FLATs (regulations of the promotion of construction Sale management and Transfer) Act 1963, and the Maharashtra Ownership Units (regulation of the promotion of construction Sale management and Transfer) Rules 1964 or any amendment for the time being in force.
- (34) Before the conveyance of the said Plot in favour of the Society, If any additional Floor Space Index (F.S.I.) for construction is made available by the said CORPORATION the DEVLOPERS shall be entitled to the same and the

PURCHASER will not be entitled to the same and the DEVELOPER shall be at the liberty to utilize the same in such manner as the DEVELOPER in his absolute discretion may deem fit and proper.

- (35) It is agreed between the parties that the PURCHASER shall pay the Transfer Charges to the DEVELOPER if he/she/they intends to sell the said FLAT before the formation of the Society. The amount of the Transfer Charges shall be fixed by the DEVELOPER and it shall be binding on the PURCHASER.
- (36) This Agreement for Sale has been executed in Navi Mumbai and shall be governed by the laws of India and be subject to jurisdiction of Navi Mumbai Courts of Law only.
- (37) Any dispute between parties shall be settled amicably. In case of failure to settled 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, there under.

SCHEDULE OF THE SAID PLOT

All that Piece and Parcel of Land bearing Plot No 4, admeasuring about 1099.25 Square Meters, situated at Sector 50, Dronagiri, Taluka – Uran, District – Raigad allotted under 12.5% Gaothan Expansion Scheme and bounded as follows:

- On or towards the North by : Plot No. 5
On or towards the South by : Plot No. 5
On or towards the East by : 22 Meters Wide Road
On or towards the West by : Plot No. 7,8 &9

SCHEDULE OF THE SAID FLAT

Flat No. _____ on _____ Floor, admeasuring about _____ Square Meters Carpet Area with Chajja _____, in the Building known as “BEATUM HEIGHTS” to be constructed on Plot No. 4, situated at Sector 50, Dronagiri, Taluka – Uran, District – Raigad.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
BY “**THE DEVELOPER**”)
M/s. HERITAGE CONSTECH LLP)
Partnership Firm represented through)
its Partner: Mr. ARSALAN MASROOR KHAN)

AND

SIGNED & DELIVERED BY THE)
within named “**PURCHASER**”)
Mr. _____)

In the presence of

1. _____

2. _____

RECEIPT

RECEIVED the sum of **Rs.**_____/= **(Rupees**
_____ **Only)** from **Mr.** _____
being **TOKEN AMOUNT/ PART PAYMENT** in respect of **Flat No.**
_____ **on** _____ **Floor, admeasuring about** _____ **Square**
Meters Carpet Area with Chajja _____, **in the Building known**
as “BEATUM HEIGHTS” to be constructed on Plot No. 4,
situated at Sector 50, Dronagiri, Taluka – Uran, District –
Raigad, as agreed under these presents.

Details of Payment:

S.No.	Transaction Ref.No.	Date	Bank/Branch	Amount
1.				
2.				
			TOTAL	

WE SAY RECEIVED **Rs.**_____/=
M/s. HERITAGE CONSTECH LLP)
Partnership Firm represented through)
its Partner: Mr. ARSALAN MASROOR KHAN)

Witnesses:

1. _____

2. _____

Annexure- A

The Amenities inside Flats.

GENERAL

- Earthquake resistance R.C.C. structure
- External Plaster in 2 coat & internal plaster in one coat only on Dead walls.

SECURITY

- Intercom facility in all FLATs connected to security cabin, gymnasium and lift operator.

FLOORING

- Vitrified tile flooring.

WALL FINISH

- Internal walls with Gypsum finish
- Quality CP fittings

KITCHEN

- Granite kitchen platform with branded Stainless-Steel Sink

TOILET & Bathroom

- Designer elegant tiles on walls upto 7 feet height
- Good quality plumbing fitting
- Aluminum frame doors

DOOR FRAMES

- Decorative flush type main door with wooden frame

WINDOW FRAMES

- Powder coated aluminum sliding windows with one panel
- Granite sills

ELECTRICAL

- Concealed copper wiring with modular switches, telephone & cable points in living room & bedroom