

**LETTER OF ALLOTMENT**

**Date:-**

**To,**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject : Allotment of Flat/Shop**

**Name of Project : Sahakar Nagar Grace Co-op. Hsg Soc. Ltd.**

**Project Detail: CTS No. 54 (Part) situated at Building No 25**

**Sahakar Nagar-I, Chembur, Mumbai 400071**

**MAHAReraRegdNo : \_\_\_\_\_**

**Ref :- Your application dated \_\_\_\_\_**

Dear Sir/Madam,

At the very first place we appreciate your interest in our project and we value it very much. We have processed your application refereed above on the subject mentioned and we are pleased to issue this letter of allotment subject to terms and conditions. The details of which are as under:

|                             |  |
|-----------------------------|--|
| Name of Allottee (s)        |  |
| Address of Allottee(s)      |  |
| Contact No. of Allottee (s) |  |
| E-mail ID of Allottee(s)    |  |
| Name of Building            |  |
| Floor No.                   |  |
| Unit No.                    |  |
| Unit Type                   |  |
| Carpet Area (As per RERA)   |  |
| Carpet Area (As per DCR)    |  |
| No. of Car Parking allotted |  |
| Cost of unit                |  |

Terms and Conditions:

1. All the terms and conditions mentioned in the Draft Agreement to sale document which is available on MAHARera web site and personally shown to the allottee are applicable to this letter of allotment.

2. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value shown in the Table as per Annexure - A attached herewith.
3. The Society formation and Other Charges as specified in Annexure "B" hereto together shall be paid by the allottee at appropriate time
4. The allottee shall not transfer resale this unit without prior consent of promoter till the document agreement to sale is registered.
5. In the event the allottee fails to make payment after booking the unit till the registration of the agreement to sale ,the liquidated damages of 10% on the amount paid shall be recovered and the rest amount will be refunded with no interest.
6. All letters, circulars, receipt and /or notices to be served on allottee as contemplated by this present shall be deemed to have been duly served if sent by registered post A.D. at the address given by the allottee to us and on e-mail Id provided which will be sufficient proof of receipt of the same by the allottee and shall completely and effectively discharged of our entire obligations.
7. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
8. By putting signature at the foot of this writing/Allotment Letter, the allottee is confirming and agreeing the terms and conditions as mentioned above.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_@

I would like to take this opportunity to thank you for the trust that you have reposed in the, and assure you of your best services at all times.

Warm Regards,

**Yours Truly,**

**Accepted**

**(Authorized Signatory)**

**Allottees Signature**

**(Name of Company & Seal)**

**ANNEXURE A**

| <b>Milestone for Payment</b>                                                                 | <b>Payment</b> |
|----------------------------------------------------------------------------------------------|----------------|
| Booking Amount - I (payable on date of booking)                                              |                |
| Booking Amount - II (within ----- days from the email informing about provisional allotment) |                |
| Mandatory Registration of Agreement to Sell                                                  |                |
| Booking Amount - III (within -----days from the email informing about provisional allotment) |                |
| On initiation of Footing                                                                     |                |
| On initiation of RCC Works for Plinth                                                        |                |

|                                           |  |
|-------------------------------------------|--|
|                                           |  |
| On initiation of RCC Works for Level ---  |  |
| On initiation of RCC Works for Level ---- |  |
| On initiation of RCC Works for Level ---- |  |
| On initiation of RCC Works for Level ---- |  |
| On initiation of RCC Works for Level ---  |  |
| On initiation of RCC Works for Level ---  |  |
| On initiation of RCC Works for Level ---  |  |
| On initiation of RCC Works for Level ---  |  |
| On initiation of Plumbing Works           |  |
| On initiation of Fitouts                  |  |

**Note: GST and any other government levies shall be extra as applicable.**

## **ANNEXURE B**

### **SOCIETY REGISTRATION AND OTHER ACTUAL CHARGES**

#### **I) Charges/Taxes/Cess for one year**

- a) Municipal Cess/Taxes : Rs. \_\_\_\_\_
- b) Water Charges : Rs. \_\_\_\_\_
- c) Electricity Charges : Rs. \_\_\_\_\_

**II) Deposits**

- a) Electrical Meter : Rs. \_\_\_\_\_
- b) Gas Connection : Rs. \_\_\_\_\_
- c) Water Meter : Rs. \_\_\_\_\_

**III) Expenses /Outgoing**

- a) One year Building Maintenance Charges : Rs. \_\_\_\_\_
- b) Society Registration Charges : Rs. \_\_\_\_\_
- c) Legal Charges : Rs. \_\_\_\_\_
- d) Share Money Charges : Rs. \_\_\_\_\_
- e) Administrative Charges : Rs. \_\_\_\_\_

**IV) Other Charges**

- a) Development Charges : Rs. \_\_\_\_\_

**Draft copy**

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is made and entered into at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN**

**APOORVA HOMES** (I.T. PAN No. AANFA 1645 C), a partnership firm formed under the provisions of the Indian Partnership Act, 1932 and having its office at 15, Parekh Mahal, 1<sup>st</sup> floor, L.J. Road, Mahim, Mumbai 400 016, hereinafter called the **“Developer/Promoters”** (which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **First Part:**

**AND**

\_\_\_\_\_ residing at/having address \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as “**the Purchaser/s/Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/ their heirs, executors and administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the **Other Part**;



**WHEREAS:**

- (a) By and under a Lease Deed dated 18<sup>th</sup> November 1996 registered in the office of the Jt. Sub-registrar, Kurla under Sr. No. PBDR-3/1469/96 and made between Maharashtra Housing and Area Development Authority, constituted under the Maharashtra Housing and Area Development Act, 1976 (hereinafter for the sake of brevity referred to as “the said authority”) and one Sahakar Nagar Grace Co-Op. Housing Society Ltd., a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) and bearing Registration No. BOM/HSG/5318 dated 05/12/1990 (hereinafter for the sake of brevity referred to as the “Society”) and a Deed of Sale dated 18<sup>th</sup> November 1996 executed by the said Authority in favour of the Society and registered with the office of the Jt. Sub-Registrar, Kurla under S.No. PBDR-3/1471/96, the Society is seized and possessed of or otherwise well and sufficiently entitled to all that the piece or parcel of land bearing Survey No. 14(pt), City Survey No. 54(pt) admeasuring 526.19 sq. mtrs and forming a part of the property more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the “said land”) as lessee thereof and to the building known as Building No.25, standing on the said land (hereinafter for the sake of brevity referred to as “the said building”) as the Owner thereof; A copy of the Property Register Card Extract in the name of MHADA of CTS NO 54 (Part) in respect of the said property is annexed hereto as **Annexure “A”**; (the said land and the said building are collectively more particularly described in the **First Schedule hereunder** written and are hereinafter collectively referred to as the “said property”);

- (b) By an Agreement dated 23<sup>rd</sup> December 2005 made between the Society of the One Part and one M/S. Samrat Enterprises, a partnership firm (hereinafter referred to as “Samrat”) of the other part and registered at Sr. No. BDR-3/562/2006 with the Jt. S.R.O. Kurla-3, M.S.D. Mumbai, (hereinafter referred to as the “said First Agreement”) the Society granted to Samrat and Samrat accepted the rights to redevelop the said property at or for the consideration and upon the terms and conditions therein mentioned;
- (c) Pursuant to the said First Agreement, the Society executed a Power of Attorney in favour of (i) Mr. Francis Peter Fernandes, (ii) Mr. Shirish Narayanrao Mahajan and (iii) Mr. Umesh Raichand Shah, the then partners of Samrat to do, execute and perform various things in relation to the said property as therein mentioned and thereby empowering the said Attorneys *inter-alia*, to appoint substitute/s in their place as the Constituted Attorney/s for the Society, (hereinafter for the sake of brevity referred to as “said First Power of Attorney”) and registered the same at Sr. No. BDR-3/563/2006 on 20<sup>th</sup> January 2006 with Jr. S.R.O., Kurla-3, M.S.D. Mumbai;
- (d) By and under an Agreement dated 13<sup>th</sup> November 2006 made between Samrat of the First Part, the Society herein acting through its aforesaid Constituted Attorneys, therein called the Society of the Second part and the Promoters herein therein called the Developers of the third part and registered at Sr. No. BDR-7/997/2007 with the Jt. S.R.O. Kurla-2, M.S.D. Mumbai (hereinafter referred to as the “said Second Agreement”), Samrat, with the confirmation of the Society, did thereby grant unto the Promoters, the development rights in respect of the said property and vested in Samrat under the said First Agreement,

subject to the obligations mentioned in the said First Agreement and to be performed by Samrat qua the Society and the Promoters did accept the same at or for the price and upon the terms and conditions therein mentioned;

- (e) By a Power of Attorney executed by the said (i) Mr. Francis Peter Fernandes, (ii) Mr. Shirish Narayanrao Mahajan and (iii) Mr. Umesh Raichand Shah, the partners of Samrat and registered at Sr. No. BDR-7/998/2007 with the Jt. S.R.O. Kurla-2, M.S.D. Mumbai (hereinafter referred to as the “said Second Power of Attorney”), the said (i) Mr. Francis Peter Fernandes, (ii) Mr. Shirish Narayanrao Mahajan and (iii) Mr. Umesh Raichand Shah, appointed by way of substitution (1) Mr. Samir Suhas Parulekar and (2) Mr. Raj Ramlal Yadav, the two of the partners of the Promoters as the Constituted Attorneys of the Society to do, execute and perform various things in relation to the said property as therein mentioned;
- (f) By a Supplemental Agreement dated 20<sup>th</sup> day of September 2010 made between the Society therein called the Society of the First Part, the said Samrat therein called “Samrat” of the Second part and the Promoters herein therein called Developers of the third part and registered at Sr. No. BDR-3/10650/2010 with the Jt. S.R.O. Kurla-1, M.S.D. Mumbai (hereinafter referred to as the “said Third Agreement”), the Society ratified and confirmed the said Second Agreement and the said Second Power of Attorney and with the confirmation of Samrat, did thereby in part modification of the said First Agreement and the said Second Agreement, inter alia confirmed/agreed as under, i. e. to say:

- (i) *That the Promoters shall allot twelve new flats each admeasuring  $590+20 = 610$  (Six Hundred Ten only) sq. ft. carpet area, free of cost, to the Society for its existing members and the Promoters shall be entitled to sell the remaining flats to third party outsiders;*
- (ii) *That the Promoters shall be entitled to construct a new building with partly commercial and partly stilt on the ground floor plus such numbers of floors in the said new building with such numbers of flats as may be permissible or possible as per the plans and specifications that may be approved by the Municipal corporation of Greater Mumbai by consumption of the base FSI, TDR FSI or any other FSI as can be loaded and/or consumed on the said property (in any event not exceeding 1 : 2.5 on the said land) in accordance with the rules and regulations in that behalf for the time being in force and that the Promoters shall be free to sell the commercial portion and all the flats other than the 12 flats (each admeasuring 610 Sq. Ft. carpet area and meant for being allotted to the existing members of the Society) to third party purchasers, on such terms and conditions of sale at the sole discretion of the Promoters and that any additional FSI in excess of 1 : 2.5, if and when available or permissible to be consumed on the said property, shall be utilised or consumed by the Promoters on such terms and conditions as may be mutually agreed between the Society and the Promoters;*
- (iii) *That all the rights and benefits which have accrued to the benefit of Samrat under the said First Agreement and the said First Power of Attorney and all other writings or documents executed by the Society as modified or amended in terms of the contents of the said Supplemental Agreement shall inure to the benefit of the*

- (iv) *That the Society did thereby unconditionally accept and ratify the said Second Agreement and the said Second Power of Attorney;*
  - (v) *That the understanding arrived at between the Society, Samrat and the Promoter by the said Supplemental Agreement shall be Third supplemental to the terms and conditions contained in the said First Agreement and the said Second Agreement and save as modified and/or altered in terms of what is stated in the said the said Third Agreement, the said First Agreement and the said Second Agreement shall be in full force and binding upon the parties thereto as if the modification and/or alteration contemplated to the said First Agreement and the said Second Agreement by the said Third Agreement were always there forming a part of the said First Agreement and the said Second Agreement;”*
- (g) Pursuant to the said Third Agreement, the Society on 20<sup>th</sup> day of September 2010 executed a Power of Attorney in favour of (1) Mr. Sameer Suhas Parulekar and (2) Mr. Raj Ramlal Yadav, the two of the partners of the Promoters as the Constituted Attorneys of the Society to do, execute and perform various things in relation to the said property as therein mentioned and registered the same at Sr. No. BDR- BDR-3/10882/2010 with the

Jt. S.R.O. Kurla-1, on 20<sup>th</sup> day of September 2010 (hereinafter referred to as the “**said Third Power of Attorney**”);

(h) By a Further Supplemental Agreement dated 2<sup>nd</sup> day of January 2013 made between the Society therein called the Society of the One Part and the Promoters herein therein called Developers of the other part and registered at Sr. No. KRL1/88/2013 with the Jt. S.R.O. Kurla-1, M.S.D. Mumbai (hereinafter referred to as the “**said Fourth Agreement**”), in part modification of the said First, the said Second and the said Third Agreements and the said First, the said Second and the said Third Powers of Attorney on one hand **AND** the area of the Society’s land (710.84 Sq. Mts. as per MHADA demarcation Plan) as mentioned in the NOC dated 25<sup>th</sup> February 2010 issued by MHADA, it was thereby clarified and agreed by and between the Society and the Promoters as under:

- (a) That the area for redevelopment of the Society’s property shall be treated as **“710.84 Sq. Mts.”** as stated in the NOC dated 25<sup>th</sup> February 2010 issued by MHADA.
- (b) That the area of the Society’s land given for redevelopment to the Promoters and/or comprised in the said First, the said Second and the said Third Agreements and the said First, the said Second and the said Third Powers of Attorney **shall be read as and/or understood to mean “710.84 Sq. Mts.”** as stated in MHADA Demarcation Plan **in stead and place of “526.19 Sq. Mts.”** as stated in particular in the Schedule of property mentioned therein.

- (c) The Promoters shall be entitled to avail of the benefit of the “Fungible Compensatory F.S.I. or area” available in respect of Society’s land for the purpose of its re-development, subject to payment by the Developers of premium or charges for the same, if any.
- (i) Under the said First Agreement, the said Second Agreement the said Third Agreement and the said Fourth Agreement, the Promoters are entitled to construct a new building on the said land admeasuring 710.84 Sq. Mts. and to sell the commercial premises and all residential premises therein except twelve flats as stated hereinabove, on such terms and conditions as may be decided by the Promoters in their discretion and to enter into agreements with the prospective purchaser/s thereof and to receive the sale price in respect thereof **AND** are also entitled to 50% of the stilt car parking and to allot to the same to a person of their choice;
- (j) The Promoters have proposed to construct on the said property a new multi-storied building containing partly commercial and partly stilt on the ground floor and 10 or more upper floors for residential use, on the said land (hereinafter referred to as "the said building);
- (k) The Promoters have entered into a standard agreement with M/s. Ajit Pandharinath Redkar, Architects registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects;

- (l) The Promoters have appointed M/s. U. D. Chande as the structural Engineer for the preparation of the structural design and drawings of the building and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building;
- (m) The Purchaser demanded from the Developer/Promoters and the Developer/Promoters have given inspection to the Purchaser/Allottee of all the documents of title relating to the development rights to the said property, said Agreement/s and the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) act 2016 and the Rules and regulation made thereunder;
- (n) The Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") has approved and sanctioned the plans and other specifications in respect of the building proposed to be constructed on the said property as per I. O. D. No. CE/6544/BPES/AM/E dated 28<sup>th</sup> January 2013 a copy whereof is annexed hereto as **Annexure "B"**;
- (o) While granting No objection for the redevelopment of the said property and sanctioning the said plans MHADA and MCGM have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Promoters



while developing the said property and upon due observance and performance of which only, the completion and occupation certificate in respect of the said building shall be granted by MCGM;

- (p) The Developer/Promoters have accordingly commenced construction of the said building in accordance with the said plans;
- (q) A copy of the Certificate of Title issued by A. P. Singh Advocate is hereto annexed and marked as **Annexure "C"**;
- (r) The typical plan and specifications of the premises agreed to be purchased by the Purchaser and approved by the concerned Local Authority is hereto annexed and marked as **Annexure "D"**;
- (s) The common area and facilities and the limited common areas and facilities appurtenant and the amenities to the premises hereby agreed to be sold is hereto annexed and marked as **Annexure "E"**;
- (t) The Purchaser/Allottee requested the Developer/Promoters for allotment to the Purchaser/Allottee on what is known as ownership basis, the Flat No. \_\_\_\_ on \_\_\_\_ Floor in the said Building Sahakar Nagar Grace Co-op. Hsg. Soc. Ltd.

- (u) At the request of the Purchaser/Allottee the Developer/Promoters have agreed to execute this Agreement for the consideration and on the terms and conditions hereinafter appearing;
- (v) The Developer/Promoter as registered the project under the provision of the Real Estate Regulatory Authority at \_\_\_\_\_ No\_\_\_\_\_; authenticated copy is attached in Annexure\_\_\_\_\_.

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

1. The Developers/Promoter shall construct a building consisting of ground (part) and 14 upper floors in accordance with the Plans, Designs and Specifications approved by Brihan Mumbai Municipal Corporation and/or any other concerned Planning Authority (hereinafter referred to as “**Planning Authority**”) which have been seen and approved by the Purchaser/Allottee and are annexed hereto with only such variations and modifications therein as are set out herein and that Developers/Promoter may consider necessary or as may be required by the concerned Planning Authority / Local Authority / Government to be made in them or any of them. The Purchaser/Allottee hereby give his express consent to such modification as may be required to be made to the same as the Developers/Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

2. The Purchaser/Allottee hereby agrees to purchase from the Developers/Promoter and the Developers/Promoter hereby agrees to sell to the Purchaser/Allottee the Premises being Flat No. \_\_\_\_\_ admeasuring carpet area \_\_\_\_\_ square feet, in the building to be named and known as Sahakar Nagar Grace Co-op. Hsg. Soc. Ltd. (**“the Building”**) as shown in the typical floor plan hereto annexed to be constructed on the said property and which is more particularly described in the **“Second Schedule”** hereunder written (**“the Premises”**) at or for a lump sum price or consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Excluding service tax and/or Value Added Tax, GST) including the proportionate price of the Common areas and facilities/amenities appurtenant to the Premises, the nature, extent and common areas and facilities. The Developer/Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this agreement. Developers/Promoter shall have to obtain prior consent in writing of the

Purchaser/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. The Purchaser/Allottee has paid to the Developers/Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on or before the execution of this Agreement and agrees to pay the balance sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the following manner for the above said **“Building”**

- (i) Rs. \_\_\_\_\_/- being earnest money or deposit on or before the execution of these presents (the payment and receipt whereof the Developers/Promoter do hereby admit and acknowledge and acquit, release and discharge the Purchaser/Allottee from the payment and receipt thereof and every part thereof ;)
- (ii) Rs. \_\_\_\_\_/- on execution of these Agreement/presents.
- (iii) Rs. \_\_\_\_\_/- on completion of Excavation or piling;
- (iv) Rs. \_\_\_\_\_/- on completion of Plinth;
- (v) Rs. \_\_\_\_\_/- on completion of 1st slab;
- (vi) Rs. \_\_\_\_\_/- on completion of 2nd Slab;
- (vii) Rs. \_\_\_\_\_ on completion of 3rd Slab;
- (viii) Rs. \_\_\_\_\_ on completion of 4th Slab;
- (ix) Rs. \_\_\_\_\_ on completion of 5th Slab;
- (x) Rs. \_\_\_\_\_ on completion of 6th Slab;
- (xi) Rs. \_\_\_\_\_ on completion of 7th Slab;

- (xii) Rs. \_\_\_\_\_ on completion of 8th Slab;
- (xiii) Rs. \_\_\_\_\_ on completion of 9th Slab;
- (xiv) Rs. \_\_\_\_\_ on completion of 10th Slab;
- (xv) Rs. \_\_\_\_\_ on completion of 11th Slab;
- (xvi) Rs. \_\_\_\_\_ on completion of 12th Slab;
- (xvii) Rs. \_\_\_\_\_ on completion of 13th Slab;
- (xviii) Rs. \_\_\_\_\_ on completion of 14th Slab;
- (xix) Rs. \_\_\_\_\_ on completion of 15th Slab;
- (xx) Rs. \_\_\_\_\_ on Flooring;
- (xxi) Rs. \_\_\_\_\_ on Sanitary fittings & plumbing;
- (xxii) Rs. \_\_\_\_\_/- remaining on possession /occupation.

TOTAL Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

4. The aforesaid payment instalments and all other amounts hereunder payable by the Purchaser/Allottee to the Developers/Promoter shall be paid by the Purchaser/Allottee within 10 days of notice in writing from the Developers/Promoter to the Purchaser/Allottee to be served as hereinafter mentioned. Without prejudice to the Developers/Promoter' other rights under this Agreement and/or in law, the Purchaser/Allottee agrees to pay to the Developers/Promoter an interest at the rate of \_\_\_\_\_% per month on all the amounts which become due and payable by the Purchaser/Allottee to the Developers/Promoter under the terms of this Agreement from the date the any amount becomes payable by the Purchaser/Allottee to the

Developers/Promoter until the date such outstanding amount is received by the Developers/Promoter.

5. The Total Consideration/Price mentioned in clause 2, exclude Taxes(such as Value added Tax, Service Tax, Goods and Service Tax(GST), and cess or any other similar taxes , which may be levied, in connection with the construction and carrying out the Project payable by the promoter) up to the date of handing over the possession of the [Flat/Shop/Plot].
6. The Developers/Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Developer/Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Agreement.

7. The Purchaser/Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
8. Time is essence for the Promoter as well as the Allottee. On the Purchaser/Allottee committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser/Allottee to the Developers/Promoter under this Agreement (including the Purchaser/Allottees proportionate share of taxes levied by the BMC and other outgoings) and/or on the Purchaser/Allottee committing breach of any of the terms and conditions herein contained, the Developers/Promoter shall without prejudice to its other rights or remedies hereunder or in law, be entitled to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers/Promoter unless and until the Developers/Promoter shall have given to the Purchaser/Allottee fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/Allottee in remedying such breach or breaches within a 15 (fifteen) days after service of such notice. It is expressly agreed that this Agreement shall stand terminated upon expiry of the fifteenth day from the date of service of notice as and in the manner aforesaid. Provided further that upon termination of this Agreement as aforesaid, the amount of 10 % of the total consideration as liquidated damages of the Premises will

stand ipso facto forfeited without any reference or recourse to the Purchaser/Allottee and the Developers/Promoter shall refund to the Purchaser/Allottee the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser/Allottee to the Developers/Promoter within one months of the date of termination of this Agreement by the Developers/Promoter but the Developers/Promoter shall be liable to pay to the Purchaser/Allottee interest on the amount so refunded and upon termination of this Agreement and upon offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developers/Promoter, (whether acceptable and realised by the Purchaser/Allottee or not) the Developers/Promoter shall be at liberty to dispose off and sell the Premises to such person and at such price as the Developers/Promoter may in its absolute discretion think fit and proper. On termination of this Agreement, the Purchaser/Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers/Promoter or against the Premises.

9. The Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 3156.64 square meters only and Developer/Promoter has planned to utilize Floor Space Index of 3156.64 Square Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer/Promoter has disclosed the Floor Space Index of 3156.64 Square Meters as proposed to be utilized by him on the project land in the said Project and Allottee has



agreed to purchase the said Apartment based on the proposed construction and sale of Shop/Flats to be carried out by the Developer/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Promoter only.

10. The Developers/Promoter have commenced construction of the Building in accordance with Plans and specifications as are approved by the Planning Authority with only such variations and modifications therein as the Developers/Promoter may consider necessary and/or convenient and/or as may be required by the Planning Authority and/or any other concerned authority/s to be made by them. The Developers/Promoter shall be entitled to make such changes in the building/s plans as may be required by the Planning Authorities and as the Developers/Promoter may from time to time determine and as may be approved by the Planning Authorities and the Purchaser/Allottee hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser/Allottee to the Developers/Promoter carrying out construction as per the Plans and specifications as are approved as of date with such changes in the building/s plans as stated hereinabove. The Developers/Promoter agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Planning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Purchaser/Allottee, obtain from the concerned authority the occupation certificate in respect of the Premises.

11. If the Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Said Flat to the Purchaser/Allottee, the Developer/Promoter agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Developer/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee to the Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee(s) to the Developer/Promoter.

12. Without prejudice to the right of Developer/Promoter to charge interest in terms of clause 3 above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Developer/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of instalments, the Developer/Promoter shall at his own option, may terminate this Agreement: Provided that, Developer/Promoter shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the

Developer/Promoter within the period of notice then at the end of such notice period, Developer/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers/Promoter shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers/Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser/Allottee to the Developers/Promoter.

13. It is expressly agreed that the right of the Purchaser/Allottee under this Agreement is only restricted to the Premises agreed to be sold by the Developers/Promoter to the Purchaser/Allottee and the remaining portion of the said property and all other premises shall be the absolute property of the Developers/Promoter and as between the Developers/Promoter and the Purchaser/Allottee, the Developers/Promoter shall be absolutely entitled to sell the same without any reference or recourse or consent or concurrence from the Purchaser/Allottee in any manner whatsoever. The Purchaser/Allottee hereby grants his irrevocable consent to the Developers/Promoter and hereby agrees that the Developers/Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the buildings constructed on the Property including the terraces, basement, open spaces, garden area and to permit the same to be utilised for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developers/Promoter. It is hereby expressly agreed that the Developers/Promoter shall always be entitled to sell

the premises in the Building for the purpose of using the same for any purpose including as guest houses, dispensaries, shops, consulting rooms, banks, coaching classes, training centers, community halls or for any other user as may be permitted by the Planning Authorities and the Purchaser/Allottee thereof shall be entitled to use the premises purchased by them accordingly and similarly the Purchaser/Allottee herein shall not be entitled to object to such of such other premises on or any part of, the said Property for the aforesaid purposes by the respective Purchaser/Allottee thereof.

14. If the FSI, by whatever name or form is increased in respect of the Property and additional construction is possible on account thereof or due to Transfer of Development Rights is available for being utilised and/or if the Planning Authorities permit construction of additional floors/wing, then and in such event/s, the Developers/Promoter shall be entitled to put up additional construction in the form of floors, wing/s as per the revised building/s plans. The Purchaser/Allottee expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser/Allottees consent as contemplated by applicable Section of the Act. The Purchaser/Allottee hereby agree that the Developers/Promoter shall always have a right to get the benefit of additional FSI for construction from Planning Authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Planning Authorities and other competent authorities and such additions structures and storeys will be the sole property of the Developers/Promoter alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common

facility or amenity such as water, electricity etc. available in the Premises and the Purchaser/Allottee agree not to object to the same. It is expressly agreed that the Developers/Promoter shall be entitled to put a hoarding or give on lease site for pager station, cellular base or relay station and telecom towers on the Building or any part thereof including the terrace and the said hoardings may be illuminated with or be comprising of neon sign and for that purpose Developers/Promoter shall be absolutely entitled to allow temporary or permanent construction or erection or installation either on the exterior of the Building or on the terrace thereof, as the case may be and the Purchaser/Allottee agrees not to object or dispute the same. The Purchaser/Allottee shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developers/Promoter. The Developers/Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Developers/Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo or otherwise.

15. The Developers/Promoter shall always have the right and be entitled to purchase and acquire Transfer of Development Right from the market and consume the same on the said Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Developers/Promoter deems fit and proper and the Purchaser/Allottee hereby irrevocably confirms, affirms and consents to the rights of the

Developers/Promoter mentioned above as well as the rights of the Promoters to revise and modify the Building/s plans from time to time.

16. The Purchaser/Allottee is fully aware that the terrace attached to any flat/s or premises in the building shall exclusively and absolutely belong to the Developers/Promoter and/or its nominees or assigns and over which none of the Purchaser/Allottee of the premises in the buildings (except the Purchaser/Allottee of such terrace/s) shall have any right, title, interest or share. The Developers/Promoter shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the such terrace/s as it may in its absolute discretion deem fit and proper. The aforesaid terrace shall always be deemed to be excluded from the common areas and facilities.

17. Before the allotment and handing over of possession of the twelve flats to the Society or its members, as the case may be, as also the sale and disposal by the Developers/Promoter of all the premises in the Building, the power and authority of the Society or that of the Purchaser/Allottee and the Purchaser/Allottees of other premises in the Building shall be subject to the overall authority and absolute control of the Developers/Promoter in respect of any of the matters concerning the Building and the unsold flats, the construction and completion thereof and all the amenities pertaining to the same. The Developers/Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. The Developers/Promoter shall at its option (without any obligation) join in as a member in respect of such unsold premises and the Purchaser/Allottee agrees that as and when such premises are sold and the

Developers/Promoter request, the Society shall admit such Purchaser/Allottee as the member/s without charging any premium or extra payment and the Purchaser/Allottee hereby agrees not to raise any objection to the admission of Purchaser/Allottee/s of such unsold premises to the membership of the Society. The Purchaser/Allottee hereby unconditionally agrees that till the entire development of the said Property is completed, the Purchaser/Allottee shall not interfere in any manner in any work of development of or construction on the said property and the Developers/Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or amenities to be provided in the Property and the Purchaser/Allottee shall have no right object to or obstruct the said right of the Developers/Promoter. The Purchaser/Allottee expressly and irrevocably agrees that the Developers/Promoter are entitled to develop the Property on such terms and conditions as the Developers/Promoter may deem fit (either itself or through its affiliates or in joint venture with any parties) and shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Developers/Promoter deem fit and the Developers/Promoter shall be entitled to grant, offer or share to such affiliates, co-developer or the joint venturer, any part or portion of the building on the said Property, all such rights, benefits, privileges, easements etc. including right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property in such manner as may be desired by the Developers/Promoter and the Purchaser/Allottee. The Purchaser/Allottee further expressly and irrevocably agrees that the Developers/Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-

locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, and their dimension as the Developers/Promoter deems fit.

18. In the event the Developers/Promoter have paid or are being required to pay any amount by way of premium, betterment charges, development charges etc. payable to any Planning Authority or other authority or any taxes, cess, duties or levies as are applicable on the consideration hereinbefore mentioned or due to the sale of the premises hereby contemplated, the same shall forthwith be reimbursed by the Purchaser/Allottee to the Developers/Promoter as is attributable to the premises as may be determined by the Developers/Promoter. Non payment of the same by the Purchaser/Allottee after being demanded by the Developers/Promoter, shall constitute a breach of this Agreement.

19. The possession of the Premises shall be delivered to the Purchaser/Allottee after the Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser/Allottee under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser/Allottee. The Developers/Promoter expects to give possession of the Premises to the Purchaser/Allottee on or before \_\_\_\_\_. Subject to the force majeure conditions as hereinafter stipulated, if the Developers/Promoter fail or neglect to give possession of the Premises to the Purchaser/Allottee on the above referred date or within any further date or dates as may be mutually agreed between the parties hereto, then in such an event the Purchaser/Allottee shall be entitled to give notice to the Developers/Promoter terminating



this Agreement. In the event of Purchaser/Allottee giving such a notice as aforesaid, the Developers/Promoter shall within three weeks from the receipt of such notice, refund to the Purchaser/Allottee the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developers/Promoter from the Purchaser/Allottee as installments in part payment in respect of the Premises along with the simple interest at the rate of \_\_% per annum from the date of receipt till repayment. Upon such termination, neither party shall have any further claim against the other in respect of the Premises or arising out of this agreement and the Developers/Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Developers/Promoter may deem fit. Provided that the Developers/Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the Building is delayed on account of:

- (ii) force majeure or acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster);
- (iii) non-availability of steel, cement, other building material, water or electric supply;
- (iv) war, civil commotion, acts of terrorism, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute;

- (v) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
- (vi) delay in any approvals;
- (vii) other reasonable cause beyond the control of the Developers/Promoter;

The Purchaser/Allottee agrees that the return of the payment mentioned in this Clause, shall constitute the Purchaser/Allottees sole remedy in such circumstances and the Purchaser/Allottee foregoes any and all his rights to claim against the Developers/Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

20. The Purchaser/Allottee shall take possession of the Premises within 15 days of the Developers/Promoter giving written notice to Purchaser/Allottee intimating that the Premises is ready for use and occupation. Provided that if within a period of Five years from the date of handing over the Premises to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developers/Promoter any defect in the Premises or the Building in which the Premises are situated or the material used therein or any unauthorized change in the construction of the Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developers/Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/Allottee shall be entitled to receive from the Developers/Promoter reasonable compensation for such defect or change. Provided further, if any defect or damage is found to have been caused due to the negligence of or acts or omissions

directly or indirectly attributable to the Purchaser/Allottee or his agents, then the Developers/Promoter shall not be liable for the same.

21. Upon receiving a written intimation from the Developer/Promoter, the Purchaser/Allottee shall take possession of the Flat/Shop from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Shop to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time mentioned such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

22. On completion of the Building and upon payment by the Purchaser/Allottee of all the amounts due and payable by the Purchaser/Allottee to the Developers/Promoter under this Agreement and that of the stamp duty and registration charges in respect of the Premises the Developers/Promoter shall recommend the admission of the Purchaser/Allottee to the membership of the Society against the Purchaser/Allottee paying total outstanding to the Developers/Promoter and upon the Purchaser/Allottee from time to time signing and executing such applications, memorandum, undertaking/s, letters, documents and other papers and writings and paying the entrance fee, share money and other fees as may be required by the Society under the hereinbefore recited Agreements. The Purchaser/Allottee shall, at the time of being recommended for admission to the Society, sign and execute appropriate writing as may be required by the promoters, inter alia, containing the following:

- (a) the right of the Developers/Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Developers/Promoter the entire sale proceeds thereof and the obligation of the Society to admit such Purchaser/Allottee of the premises comprised in the new construction as its member without charging any additional amount;
- (b) the right of the Developers/Promoter of full and complete access to the said property and the Building for the aforesaid purpose;
- (c) the right of the Developers/Promoter to deal with all or any part or portion of the Building excluding Twelve Flats to be allotted to the Society;
- (d) the continuance of obligations on the part of the Purchaser/Allottee, herein contained in his/her/their capacity as the member of the Society after admission thereto;
- (e) Confirmation of all the rights of the Developers/Promoter under this Agreement and under the Agreements hereinbefore recited;

23. The Purchaser/Allottee shall observe and perform all the rules and regulations and bye-laws prescribed by the Promoters Developer or by the Society and for the time being in force for protection and maintenance of the Building and the premises therein and for adherence by them of Building Rules, regulations and Bye-laws for the time being notified by the concerned local authority, government or public bodies. The Purchaser/Allottee shall also observe and perform all the terms and stipulations laid down by the Developer/Promoter or by the Society regarding occupation and use of the

Premises and shall pay outgoings in accordance with rules laid down by the Society, from time to time.

24. The Purchaser/Allottee with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Developer/Promoter as follows:

- (i) To use the Premises or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser/Allottee shall use the car parking space (if allotted) for the purpose of parking the Purchaser/Allottees own vehicle and shall not be entitled to sell or dispose of the same except with the prior permission of the Developers/Promoter/Society. The Purchaser/Allottee agrees not to change the user of the Premises without prior consent in writing of the Developers/Promoter and any unauthorised change of user by the Purchaser/Allottee shall render this Agreement voidable at the option of the Developers/Promoter and the Purchaser/Allottee in that event shall not be entitled to any right arising out of this Agreement.
- (ii) To maintain the Premises at the Purchaser/Allottees own cost, in good tenantable repairs and condition from the date, the possession of the Premises is received and shall not do or suffer to be done anything in or to the Premises or the Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Premises or part thereof;

- (iii) Not to store in the Premises any goods of inflammable, hazardous, explosive, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which is not permissible under the rules and regulations and bye-laws for the time being in force or by the concerned local or other authority and shall not carry or caused to be carried heavy packages in a manner whereby the staircase, common passage or any other structures of the Building including the entrance thereof may be or is likely to be, damaged. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for all the consequences of such an act on the part of the Purchaser/Allottee;
- (iv) To carry out at the Purchaser/Allottees own cost, all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developers/Promoter to the Purchaser/Allottee and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority;
- (v) Not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any

other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the Premises;

- (vi) Not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Building or any part thereof or whereby any increase in insurance premium shall become payable;
- (vii) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the said property except the designated place for the same;
- (viii) Pay to the Developers/Promoter within 7 days of demand by the Promoters, his/her share of security deposit demanded by the concerned local authority or government for connecting or providing water, electricity or any other service connection to the Building;
- (ix) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and/or which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the Premises or otherwise;
- (x) To bear and pay all Goods and Service Tax (GST), service tax, works contract tax, VAT etc. and such other levies, if any, which may be imposed with respect to the construction on the said property and/or any activity whatsoever related to the Premises by the MCGM and/or State/Central/Government and/or Public Authority from time to time;
- (xi) Not refuse or neglect to carry out any work directed to be executed in the said building or in the said Premises after he/she/they had taken possession thereof, by

a competent authority, or require or hold the Developers/Promoter liable for execution of such works;

- (xii) Not encroach upon or made use of any portion of the said building or open space of the compound not agreed to be acquired by him or otherwise forming part of the said Premises;
- (xiii) Not stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
- (xiv) not restrain the Developers/Promoter or their servants and agents from entering upon the said Premises for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said Premises for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or for similar purposes;
- (xv) Become a member of the said Society and from time to time sign all letters, writings, communications, applications forms and registration of documents and to do all other acts, deeds, matters and things as the Developers/Promoter and/or the said Society shall reasonably require him to do.
- (xvi) Not to let, sub-let, transfer, assign or part with the Purchaser/Allottees interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/Allottee to the Developers/Promoter under



this agreement are fully paid up and only if the Purchaser/Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/Allottee has intimated the Developers/Promoter of the proposed transfer and obtained its prior consent in writing in that behalf;

- (xvii) Till the management of the Building is handed over to the Society, to allow the Developers/Promoter, its surveyors and agents at all reasonable time to enter into or upon the Property to view and examine the state and condition thereof;
- (xviii) Not to change the external colour scheme or the pattern of the colour of the Building;
- (xix) Not to change exterior elevation or the outlay of the Building;
- (xx) Not to fix any grill to the Building or windows except in accordance with the design approved by the Developers/Promoter in writing;
- (xxi) Not do or suffer to be done anything on the said property or the Building which would be forbidden or prohibited by the rules of the concerned Government authorities.
- (xxii) In the event, the Purchaser/Allottee commits any acts or omissions in contravention to the above, the Purchaser/Allottee alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developers/Promoter in that behalf;

25. The Developers/Promoter and Purchaser/Allottee also agree to the following conditions:

- a) if, after the date on which Purchaser/Allottee has taken possession of the said Premises, any damage of whatsoever nature is caused to the said Premises, neither the Developers/Promoter nor their Contractor will be held responsible for the cost of reinstating or repairing the same and that Purchaser/Allottee along will be responsible for the same.
- b) Before carrying out the interior works in the said Premises the Purchaser/Allottee should give Developers/Promoter in writing, the details of the nature of interior works to be carried out and take Promoters written permission for the same.
- c) The Developers/Promoter shall have the right to inspect and satisfy themselves about the nature of Interior works during the course of execution of the said works and if after such inspection the Promoters find that the nature of such works will be harmful to the building or any part thereof or to the other Premises, then the Developers/Promoter will have the right to stop such interior works.
- d) The Purchaser/Allottee will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by the Developers/Promoter or their Contractor for the same and the same will be cleared by the Purchaser/Allottee, on a daily basis and this should at no cost cause any nuisance or annoyance to the other Purchaser/Allottee of Premises. All cost and consequences in this regard will be to the account of Purchaser/Allottee.
- e) The Purchaser/Allottee will ensure that the contractors and workers engaged by Purchaser/Allottee during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line, which

may block the free flow of down take waste water, thus resulting in perennial choking and leakage.

- f) The Purchaser/Allottee must ensure that contractors of Purchaser/Allottee or workmen do not use or spoil the toilets inside the said Premises or in the said building and that they must use only the toilet earmarked by Developers/Promoter;
- g) All materials brought to the said Premises/site for carrying out such interior works will be at the sole cost, safety, security and consequences of Purchaser/Allottee and that Developer will not be held responsible for the same.
- h) If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by Purchaser/Allottee by providing at his own cost, and consequence proper medical care and attention and that the Developers/Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by Purchaser/Allottee alone.
- i) If during carrying out of such interior works, if any of Purchaser/Allottees workmen misbehave or if found to be in a drunken state then the said workmen will be removed from the site forthwith and will not be allowed to re-enter the site again.
- j) The Purchaser/Allottee must extend full cooperation to the Developers/Promoter and contractors of Developers/Promoter and ensure good governance of such works.
- k) The Purchaser/Allottee must ensure that common passages/walkways are not obstructed or damaged during the course of carrying out such interior works or thereafter forever.

- l) No external or elevation change/s modifications of whatsoever nature will be permitted to be carried on by Purchaser/Allottee;
- m) The Purchaser/Allottee will abide by all regulations and requirements of Developers/Promoter and contractors of Developers/Promoter in this regard, which are all of/for common good and in no way cause any nuisance to the Purchaser/Allottees of other Premises.
- n) The Purchaser/Allottee will not change or alter the design of the Grills provided by Developers/Promoter at any point of time.

26. The Purchaser/Allotted hereby agrees to grant to the Developers/Promoter, all the facilities, assistance and co-operation as the Developers/Promoter may reasonably require from time to time even after the Developers/Promoter has delivered possession of the Premises to the Purchaser/Allottee, so as to enable the Developers/Promoter to complete the scheme of development of the Property as per the sanctioned plans. The Developers/Promoter shall be entitled to modify, amend, alter or change the lay out of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new Wing/structure either independent or by way of extension or in continuation or attached to the Building in the layout with or without amendment of such layout.

27. The Purchaser/Allottee confirms that the Developers/Promoter has given full free and complete inspection of documents of title in respect of the Property and the

Purchaser/Allottee confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser/Allottee has inspected the Title Certificate issued by A. P. Singh, Advocates and the Purchaser/Allottee undertakes not to raise any objection and/or requisition on the title of the Property.

28. The Purchaser/Allottee shall have no claim save and except in respect of the Premises.

All other areas including terraces, open spaces, etc. will remain the property of the Developers/Promoter until completion of entire development of the Property.

29. Commencing a week after notice in writing is given by the Developer to the Purchaser/Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not, the Purchaser/Allottee shall be liable to pay the proportionate share of the outgoing in respect of Property and the Building namely local taxes, betterment charges sub-station, cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building. Until the management of the Building is handed over to the Society, the Purchaser/Allottee shall pay to the Developer his/her proportionate share of the outgoings as may be determined by the Developer. The Purchaser/Allottee shall pay to the Developer provisional monthly contribution of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason whatsoever. The amount so paid shall not carry any interest and remain with the

Developer until the management is handed over to the Society. The Purchaser/Allottee shall on or before the delivery of the possession of the Premises pay to the Developer the following amounts:

**I) Charges/Taxes/Cess for one year**

- a) Municipal Cess/Taxes : Rs. \_\_\_\_\_
- b) Water Charges : Rs. \_\_\_\_\_
- c) Electricity Charges : Rs. \_\_\_\_\_

**II) Deposits**

- a) Electrical Meter : Rs. \_\_\_\_\_
- b) Gas Connection : Rs. \_\_\_\_\_
- c) Water Meter : Rs. \_\_\_\_\_

**III) Expenses /Outgoing**

- a) One year Building Maintenance Charges : Rs. \_\_\_\_\_
- b) Society Registration Charges : Rs. \_\_\_\_\_
- c) Legal Charges : Rs. \_\_\_\_\_
- d) Share Money Charges : Rs. \_\_\_\_\_
- e) Administrative Charges : Rs. \_\_\_\_\_

**IV) Other Charges**

- a) Development Charges : Rs. \_\_\_\_\_

30. The Developer shall hand over the deposits as mentioned hereinabove or balance thereof to the Society as aforesaid. In the event of any additional amount becoming payable, the

Purchaser/Allottee shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest. The Developer shall maintain a separate account in respect of sum received from the Purchaser/Allottee as advance or deposit as mentioned hereinabove, on account of the share capital of the Society, maintenance and other charges and shall utilise the same for the purpose for which they have been received.

31. The Property already vests in the Society and therefore it is agreed that no separate Deed or document for conveying the Property to the Society shall be executable by the Developer/Promoter or the Society. Unless it is otherwise agreed to by and between the parties hereto, the Developer shall not be called upon to handover the charge of the Building to the Society unless all the saleable premises in the Building have been sold and disposed of and the Developer has received full consideration or dues payable to them under the Agreements for Sale with the respective Purchaser/Allottee of the various Premises and the Developer have fully utilized the Floor Space on the said property including TDR and any Additional FSI or benefit in any form that may be allotted / granted / released / sanctioned by the MHADA or the concerned Planning Authority and the building Completion Certificate have been received from MCGM.

32. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of any part of the Property or the Building or any part thereof.

33. The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/Allottee. The Purchaser/Allottee shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in that behalf being served upon the Developer, the Developer shall attend such office and admit the execution thereof.

34. Any notice or communication by either of the parties hereto to the other in connection with any matter concerning this Agreement shall be in writing and shall be sent to such parties contact details Given Below:

Name                      and                      Address                      of                      Purchaser/Allottees:

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Notified Email ID:\_\_\_\_\_

Name And Address of Developers/Promoter: Apoorva Homes

002, Radha Bhuvan, L. J. Road, Mahim, Mumbai 400028

Notified Email ID: arealties@gmail.com

Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly served, if sent to the Purchaser/Allottee at the address hereinbefore stated through registered letter, courier service, personal delivery or facsimile on the third day after the date of dispatch thereof. Notice to the Developer shall be served by prepaid Registered letter with



acknowledgement Due and shall be deemed to have been served, on the third day after the date of dispatch thereof.

35. It is also understood by and between the parties hereto that the terrace space in front of or adjacent to the premises, if any, shall belong exclusively to the respective Purchaser/Allottee of such premises and such terrace spaces are intended for the exclusive use of such Purchaser/Allottee and no Purchaser/Allottee/s of other premises in the Building shall have any right to the such terrace. The said terrace shall not be enclosed by the Purchaser/Allottee till the permission in writing is obtained from the concerned local authority and the Developer or the Society.

36. The Purchaser/Allottee shall indemnify and keep indemnified the Developer and hold the Developer saved, harmless and defended against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser/Allottee in the performance of any and/or all of his/its obligations under this agreement; (c) any injury to any Property(ies) or persons(s); or death of person(s); or damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/Allottee or his/its agents, servants, tenants, guests, invitees and/or any

person or entity under his/its control; and (d) Purchaser/Allottees non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

37. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/Allottee or made available for the Purchaser/Allottees viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the parties hereto. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof unless so waived expressly in writing and no single or partial exercise or enforcement of any right or remedy under this Agreement shall limit, preclude or restrict the further exercise or enforcement of any such right or remedy. If there is more than one Purchaser/Allottee named in this Agreement, all obligations hereunder of such Purchaser/Allottee shall be joint and several.

38. The Purchaser/Allottee hereby agrees and confirms that any liability, tax, duties or impositions including service tax, works contract tax, vat, GST etc. whether already chargeable or to be hereafter imposed and related to the construction on the property and/or any activity whatsoever related to the Premises or any proceedings or litigation related to the same, shall be due and payable by the Purchaser/Allottee. The Developer shall have the right and be entitled to recover such amounts proportionately or otherwise if required by the law from the Purchaser/Allottee and the Developers decision in respect of the same shall be final and binding to the Purchaser/Allottee. .

39. Unless the context otherwise requires:

- (i) any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa;
- (ii) the expression month and year shall be to the calendar month and calendar year;
- (iii) any reference to an enactment, regulation, rules or any instrument (including any specific section, clause or article therein) shall be to the same as amended or replaced, as the case may be;
- (iv) reference to days or dates which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day;

- (v) References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not;
- (vi) The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof;
- (vii) Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto;
- (viii) References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

**THE SCHEDULE ABOVE REFERRED TO:**

All that the building No.25 comprising of 12 tenements on ground plus two floors situated on the land bearing No.14 parts CTS No.54 part at Sahakar Nagar, Chembur, Mumbai 400 071 in the registration Sub-district of Kurla in Mumbai suburban district admeasuring 526.19 sq. Mtrs as per Lease Deed and subsequently found to be admeasuring 710.84 Sq. Mts. As per MHADA demarcation Plan on site bounded as follows:

That is to say:

On or towards the North by : 18 meter wide road.;

On or towards the South by : Scheme R.G.

On or towards the East by : 9 meter wide road; and

On or towards the West by : Building No 26.

**SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT Flat No \_\_\_\_\_ on \_\_\_\_\_ Floor in the proposed building Sahakar Nagar Grace Co-op. Housing Society Limited on the piece or parcel of lease hold land and bearing No.14 parts CTS No. 54 part at Sahakar Nagar- I, Chembur, Mumbai 400 071 in the registration Sub-district of Kurla in Mumbai suburban district.

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

SIGNED AND DECLARED BY \_\_\_\_\_ )

the withinnamed Developer/Promoter \_\_\_\_\_ )

M/s. APOORVA Homes \_\_\_\_\_ )

by the hand of its partner \_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

SIGNED AND DELIVERED by \_\_\_\_\_ )

the withinnamed Purchaser/Allottee/s \_\_\_\_\_ )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

in the presence of \_\_\_\_\_ )