

**LETTER OF ALLOTMENT**

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

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Mumbai- \_\_\_\_\_

**Sub:** Allotment of the Commercial Premises admeasuring \_\_\_\_\_ sq. meters carpet area equivalent to \_\_\_\_\_ sq. ft. carpet area or thereabouts being **Shop No.** (“**the said Shop**”) on the \_\_\_\_\_ Floor in the project of redevelopment of “**SAVITRI CHS LTD**” undertaken by us on piece and parcel of land bearing Survey No. 21 Hissa No. 2 corresponding to C.T.S. No. 1305 A/1 admeasuring 768.7 sq. meters or thereabouts lying being and situate at Village Kandivali at M.G. Road, Nr. Vohra Colony, Opp. Raj Heights, Kandivali (West), Mumbai 400 067 (“**the said property**”) by construction of multi-storied building known as “**Sugra Heritage**” (“**the proposed building**”)

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Dear Sir/ Madam,

You are aware that we are the Developers of the said property and as per the plans and approvals granted in our favour by the Municipal Authorities and other Government Authorities we are developing the said property and in view of you having expressed your inclination and interest to purchase the said Shop from us in the said project we have agreed to tentatively allot to you the aforesaid Shop, subject to the terms, conditions and stipulations herein contained:-

1. You have fully verified our title by taking inspection of the title documents, sanctioned plans and approvals as also sanctions/permissions in respect of the said Project issued in our favour. Further, you have expressed your inclination to purchase the premises despite knowing that the process of registration of the said project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (“**RERA**”) with the Maharashtra Real Estate Regulatory Authority is not completed.
2. The area of the said Shop as per the BMC Approved plans is mentioned in Sq. meters and the area of the said Shop mentioned above is as per the definition of the carpet area within the meaning of Section 2k of the provisions of the RERA Act.
3. You have agreed to pay total lump-sum purchase price of **Rs. \_\_\_\_\_/- (Rupees [\_\_\_\_\_] Only)** for the said Shop, which includes costs, charges and

expenses of facilities appurtenant to the said Shop along with the proportionate price of the common areas and facilities appurtenant to the said Shop ("the Purchase Price"). The said Purchase Price for acquisition of the said Shop shall be payable by you in installments in the manner set out in Annexure "A" and time for payment of each such installment shall be of the essence of this writing. The Purchaser Price shall be revised in the event of any increase in the development charges or any other charges payable by us to MCGM or any other Government Authorities.

4. We confirm receipt of an aggregate amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide Cheque bearing No. \_\_\_\_\_ dated \_\_\_\_\_, drawn on \_\_\_\_\_ Branch towards advance booking amount paid on or before the issuance of this letter and the same shall be adjusted towards the Purchase Price at the time of execution of the Proposed Agreement.
5. We have already executed work to the extent of \_\_\_\_\_ and accordingly as per the Payment Schedule Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ Only] has already become due and payable by you towards the Purchase Price of the said Shop. You shall be responsible and liable to pay the said amount of Rs. \_\_\_\_\_, which has become due and payable within period of \_\_\_\_\_ days from the date of execution of this Writing, against which an Agreement for Sale shall be executed in respect of the said Shop in your favour.
6. The said Purchase Price payable by you to us towards the said Shop is excluding Stamp Duty, Registration Charges and all taxes, duties, cesses including VAT, Service Tax, Goods and Service Tax etc., and also any betterment charges/new levies/surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority ("Statutory Charges") and the same shall be separately charged extra, as applicable, and shall be payable by you (over and above the Purchase Price on or before execution of the Proposed Agreement for Sale. Such Statutory Charges are subject to change as per the Government Norms and if any increase is levied than the same shall be paid and borne by you.
7. It is clarified and agreed between us that the time for making payments of the aforesaid installments of the Purchase Price and all other amounts as set out in this Allotment Letter is of the essence and any delay by you in making the aforesaid payment/s, shall forthwith render this Allotment Letter terminable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you. In the event of our so terminating this Allotment Letter on account of delay in payment by you, we shall be entitled to impose cancellation and administrative charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being 50% of the Earnest Deposit and thereupon we shall also be free and entitled in our own right to deal with the said Shop, in any manner as we deem fit in our sole and absolute discretion **PROVIDED HOWEVER THAT** we shall not exercise the aforesaid right of termination unless and until a notice of 7 (Seven) days demanding the said payment is given to you **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, we may in our sole discretion instead of treating this allotment void as aforesaid, permit you to pay the said installments after their respective due dates but after charging interest thereon at such rate of interest per annum ("the Agreed Interest Rate"), as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules").
8. You have further confirmed to us that intimation forwarded from us to you at your aforesaid correspondence address that a particular stage of construction is commenced or completed in the said Project, shall be sufficient proof that such stage

of construction is commenced or completed in the said Project. However, it is also agreed by you that the failure of receipt of any such notice/intimation from us requiring such payment, shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.

9. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project of development of the Proposed Building.
10. You have agreed to bear and pay the stamp duty and registration charges payable on the proposed Agreement for Sale ("**the Proposed Agreement**") in respect of the said Shop. You have agreed to pay the stamp duty and registration fee and to visit our offices for executing the Proposed Agreement within a period of 15 (fifteen) days from our calling upon you to do so and you agree to pay the stamp duty thereon and attend the office of the sub-registrar of assurances for admitting execution of such Proposed Agreement and other incidental documents. You are aware that unless and until the Agreement for Sale is executed, you shall not have any right title and interest in respect of the said Shop and the amount paid shall remain with us as non interest bearing deposit.
11. We shall have full right and absolute authority to, at any time hereafter to change, alter and amend layout plans, designs, elevation etc., of the proposed building and you shall not have any objection/s in that regard.
12. You have agreed that you shall not be entitled to transfer the benefits of this Allotment Letter or otherwise sell, transfer or assign the said Shop to any Third Party without our prior written consent. In the event if you desire to transfer the benefits of this Allotment Letter to any third party, you shall be entitled to do so only after you have cleared all your dues under this Letter of Allotment (including financial charges on delayed payments, other deposit/s and charges) and further subject to your paying the transfer/administrative charges, as may be determined by us at our discretion, towards such transfer. Any consequent stamp duty/registration charges in respect of such transfer shall be borne and paid by you.
13. We shall complete construction of the building in which the said Shop is situated by 31<sup>st</sup> December 2020, subject to force majeure events (which will be set out in detail in the proposed agreement for sale in respect of the said Shop).
14. You agree not to claim any right, title or interest in the said Shop till the entire Purchase Price, Statutory Charges and other payments payable by you are paid in full. This is not an Agreement for Sale or transfer of the said Shop in your favor and is merely a confirmation of our intent to allot the said Flat to you, provided you comply with all the terms and conditions contained in this letter.
15. The said Shop is agreed to be purchased by you for carrying out legitimate Commercial Activities and shall not be used for any other purpose by you.
16. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing on this letter and returning to us a duplicate copy of this Allotment letter.
17. This Letter of Allotment shall be subject to Mumbai Jurisdiction.

## **SCHEDULE**

### **Description of the said Shop**

Commercial Premises bearing Shop No. \_\_\_\_\_ admeasuring approximately \_\_\_\_\_ square meters carpet area equivalent to \_\_\_\_\_ sq. ft. carpet area as per the definition of the term "**carpet area**" under Section 2 (k) of RERA on the \_\_\_\_\_ Floor of the Proposed Building to be known as "Sugra Heritage" being constructed on a piece and parcel of land bearing Survey No. 21 Hissa No. 2 corresponding to C.T.S. No. 1305 A/1 admeasuring 768.7 sq. meters or thereabouts lying being and situate at Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai Suburban lying being and situate at M.G. Road, Nr. Vohra Colony, Opp. Raj Heights, Kandivali (West), Mumbai 400 067

Thanking you,

Yours faithfully,

### ***For M/s. MS. Developers***

**(Partner)**

We, [1] \_\_\_\_\_, hereby confirm and agree to the terms and conditions of this allotment letter and confirm that we shall abide by the same.

## **ANNEXURE 'A'**

## **DETAILS OF INSTALLMENTS OF PURCHASE PRICE**

The total Purchase Price payable by the Allottee to M/s. MS. Developers in respect of the said Shop shall be **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**. The said Purchase Price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid by the Allottee to M/s. MS. Developers in the following manner, time for such payment being of the essence of Allotment: -

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made at and entered into \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN

**M/s MS. DEVELOPERS**, a Partnership Firm registered under the provisions of the Partnership Act, 1932, carrying on the business as Builders and Promoters through its partners [1] **HOZEFA N. SONI** and [2] **KHOZEMA M. SONI** and having its registered office at A-116, 1<sup>st</sup> Floor, Super Shopping Center, Bajaj Cross Road, Near Kandivali Railway Station, Kandivali (West), Mumbai 400 067, hereinafter referred to as "**THE PROMOTERS**", (which expression shall unless repugnant to the context or meaning thereof, mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his permitted assigns) of the **ONE PART**

AND

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\_\_\_\_\_, Adult/ Minor, Indian Inhabitant/s of Mumbai/ a Partnership Firm registered under the Indian Partnership Act, 1932 / a Private Limited / Public Limited Company registered under the provisions of the Companies Act, 1956/ 2013, having his/her/their/its address at

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\_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/ their heirs, executors, administrators, successors and assigns and in case of partnership firm the partners or partner for the time being of the said Firm, the survivor or survivors and the heirs, executors and administrators of last survivor and in case of HUF the members of the HUF from time to time and the last surviving and heirs, executors and administrators and assigns the firm the partners or partner for the time being of the said Firm or from time to time constituting the said firm and survivors or survivor of them and the heirs, executors and administrators and assigns of last surviving partner and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

(The word Allottee would mean and include plural meaning of the word and shall be referred to irrespective of male/female/legal entity as "Allottee". The Promoters and the Allottee are hereinafter collectively referred to as "**the Parties**" and individually as "**Party**")

**W H E R E A S: -**

- A. Originally one Keshav Ganpat Tarlekar as Owner was seized and possessed of and otherwise well and sufficiently entitled to the larger plot of land admeasuring 5938.5 sq. meters or thereabout bearing Survey No. 21 Hissa No. 2 corresponding to C.T.S. No. 1305 of Village Kandivali in the Registration District and Sub-District of Mumbai Suburban. The said Keshav Ganpat Tarlekar expired on 18th August 1952 and upon his demise his entire estate got vested in favour of his heirs and legal representatives being three sons viz., (a) Laxmikant Keshav, (b) Ramakant Keshav and (c) Umakant Keshav. The name of the heirs and legal representatives was mutated in Revenue Records vide Mutation Entry No. 720 dated 28th February, 1954;
- B. The Ownership right of Keshav Ganpat Tarlekar was subject to the occupancy rights of Harishankar Anandrao Mhatre alias Kandivalikar, whose name was mutated in Revenue Records as "Kul Kabjedar" vide Mutation Entry No. 1008 dated 27th March, 1959;
- C. Vide registered Indenture dated 14th February, 1959 the heirs and legal representatives of Keshav Ganpat Tarlekar viz., (a) Laxmikant Keshav, (b) Ramakant Keshav and (c) Umakant Keshav for valuable consideration received sold, transferred and conveyed all their rights title and interest in respect of portion of the said larger plot admeasuring 2409.1 sq. meters or thereabouts to Harishankar Anandrao Mhatre alias Kandivalikar subject to the terms, conditions and covenants therein recorded and on the basis thereof the name of Harishankar Anandrao Mhatre alias Kandivalikar got mutated in Revenue Records vide Mutation Entry No. 1037 dated 8th July 1959;
- D. Vide Order of Sub-division passed by the Dy. Collector, Bombay dated 27th July, 1992 the said entire layout admeasuring 5938.5 sq. meters bearing Survey No. 1305 was sub-divided into smaller plots of land bearing [i] C.T.S. Nos. 1305/A admeasuring 2409.1 sq. meters which was purchased and acquired by Harishankar Anandrao Mhatre alias Kandivalikar under the aforesaid Indenture dated 14<sup>th</sup> February, 1959, [ii] C.T.S. Nos. 1305/B admeasuring 201.9 sq. meters, [iii] C.T.S. Nos. 1305/C admeasuring 128.1 sq. meters and [iv] C.T.S. Nos. 1305/D admeasuring 3199.3 sq. meters. The Order of Sub-Division was recorded in Property Card vide Entry dated 26th August 1992. In respect of each of the aforesaid plots of land separate Property Card was issued by the Department of the Land Records;
- E. Out of the property bearing C.T.S. Nos. 1305/A admeasuring 2409.1 sq. meters, Harishankar Anandrao Mhatre alias Kandivalikar as Owner granted and assigned development rights in respect of area admeasuring 1640.5 sq. meters to one M/s. Raghuvanshi Associates vide Agreement of Development dated 19th December, 1979 and on the said piece and parcel of land granted in development, the said Developer developed and constructed a building known as "Savitri Kripa" comprising of 40 flats. The various flats in respect of the said building were sold to purchasers vide diverse Agreement for Sale under MOFA;
- F. Since Harishankar Anandrao Mhatre alias Kandivalikar had not executed conveyance in favour of the said "Savitri Kripa Co-operative Hsg. Soc. Ltd.", that Society filed Application under Section 18/2012 before the Competent Authority appointed under Section 5A of the MOFA viz., District Dy. Registrar of Co-operative Society, Mumbai under the provisions of Section 11 of MOFA for issuing Certificate of Entitlement to the Society to have a unilateral Deemed Conveyance in its favour.

The Component Authority finally vide Order bearing Ref. No. DDR-3/ Mum/ Deemed Conveyance/ Savitri Kripa Hsg/84/ 2013 dated 9th January, 2013 certifying that the Society was entitled to Unilateral Conveyance. On the basis of the said Order dated 9th January, 2013 finally a Conveyance came to be executed 16th February 2013 in favour of the "Savitri Kripa Co-operative Hsg. Soc. Ltd.", for area admeasuring 1640.5 sq. meters or thereabouts from the plot of land bearing C.T.S. No. 1305/A;

- G. On account of the said Conveyance dated 16th February 2013 the property bearing C.T.S. No. 1305/A came to be sub-divided into two parts [i] C.T.S. Nos. 1305/A/1 admeasuring 768.7 sq. meters on which building "Savitri CHS Ltd" is situated and [ii] C.T.S. Nos. 1305/A/2 admeasuring 1605.5 sq. meters which has been conveyed in favour of "Savitri Kripa Co-operative Hsg. Soc. Ltd," and accordingly separate Property Register Card were issued in respect of the said sub-divided plots;
- H. On the said property admeasuring 768.7 sq. meters or thereabouts bearing C.T.S. Nos. 1305/A/1, which is the subject matter of these presents ["**SAID PLOT**"], the said Harishankar Anandrao Mhatre alias Kandivalikar (**since deceased**) during his lifetime in or about the year 1982-83 carried out and completed the construction of the Building viz., "Savitri CHS Ltd". As per the sanctioned plans and approvals granted by the Municipal Corporation of Greater Mumbai, the said "Savitri CHS Ltd" comprises of Ground + Three Upper Floors with 2 Nos. of Shops and 16 Nos. The said deceased during his life time did not convey the said property to society and till date his name appears as Owner of the said property in the Property Card;
- I. The said Harishankar Anandrao Mhatre alias Kandivalikar during his lifetime vide diverse Agreements for Sale in his capacity as the Promoters of the project constructed the Building "Savitri CHS Ltd" and after selling and transferring all the premises /units/ flats in the project to the intending purchasers for consideration and on terms and conditions therein recorded retained with himself 2 Shops in a separate structure constructed by said deceased on the said property which was Assessed under Property Tax No. RS0402530080000 and also Flat Nos. A-101, A-102 and B-003 for self-use, residence and accommodation of himself and his family;
- J. The various Flat Purchasers constituted themselves into Savitri Co-op. Hsg. Soc. Ltd., ["**SAID SOCIETY**"] under the provisions of Section 12(2) of the Maharashtra Co-operative Society Act, 1960 read with Rule 10(1) of the Maharashtra Co-operative Society Rules, 1961 vide Registration No. BOM/WR/ HSG/TC/4437 of 1988-89 issued under Certificate of Registration dated 17<sup>th</sup> May 1989 and since then the said Society has been looking after, managing and handling the day-to-day affairs in respect of the said plot bearing CTS No. 1305/A/1 and the said building;
- K. The said Harishankar Anandrao Mhatre alias Kandivalikar expired on 9<sup>th</sup> February, 2004 leaving behind him surviving his widow Ashalata Harishankar Mhatre alias Kandivalikar and two sons Tushar Harishankar Mhatre alias Kandivalikar and Trunal Harishankar Mhatre alias Kandivalikar as his only heirs and legal representatives as per the Hindu Law of Succession by which he was governed at the time of his demise. The said Harishankar Anandrao Mhatre alias Kandivalikar died testate leaving behind his last Will and Testament dated 20<sup>th</sup> April, 2003 of which Probate dated 4<sup>th</sup> October 2005 was obtained from Hon'ble Bombay High Court vide Testamentary Petition No. 396 of 2005 filed by the Executors appointed under the Will and in terms thereof widow of the said deceased viz., Ashalata Harishankar Mhatre alias Kandivalikar, became the sole and absolute beneficiary

and legatee of the said plot bearing Survey No. 21 Hissa No. 2 corresponding to C.T.S. No. 1305 A/1 admeasuring 768.7 sq. meters or thereabouts and the said building "Savitri CHS Ltd" consisting of Ground and Three Upper Floors standing thereon lying being and situate at Village Kandivali at M.G. Road, Nr. Vohra Colony, Opp. Raj Heights, Kandivali (West), Mumbai 400 067 [**"SAID PROPERTY"**] more particularly described in the **FIRST SCHEDULE** hereunder written and shown delineated with **RED COLOUR BOUNDARY LINE** on the plan annexed as **ANNEXURE "I"** hereto;

- L. The building "Savitri CHS Ltd" which was constructed by the said deceased in or about the year 1982-83 being in the dilapidated condition and the Society not having sufficient funds and expertise to undertake the redevelopment of the said property that too in absence of the Conveyance in respect of the said property, the Members of the Society vide Resolution dated 15<sup>th</sup> October 2016 passed in the Special General Body Meeting decided to redevelop the said property by demolishing the existing building and re-constructing thereon a multistoried building by consuming the entire plot potential including by way of loading of TDR FSI and Fungible FSI under the provisions of Development Control Regulations for Greater Mumbai;
- M. The Promoters vide Offer Letter dated 24<sup>th</sup> December, 2016 gave offer to the Society and expressed its interest to redevelop the said property, which offer was accepted and approved by the Society and its Members vide Resolution dated 15<sup>th</sup> October 2016 passed in the Special General Body Meeting dated 15<sup>th</sup> October 2016, subject however to the obligation of obtaining the Conveyance in respect of the said property in favor of the Society;
- N. In pursuance of the obligation cast upon the Promoters, the Promoters approached the Owner Ashalata Harishankar Mhatre alias Kandivalikar and on account of the efforts and intervention of the Promoters, the Promoters have caused the Owner to execute Conveyance in respect of the said plot along with the building "Savitri CHS Ltd" more particularly described in the Schedule hereunder written in favour of the Society;
- O. By and under Deed of Conveyance dated 9<sup>th</sup> October, 2017 executed by and between the Owner Ashalata Mhatre alias Kandivalikar, therein referred to as Transferor, Tushar Trunal Mhatre alias Kandivalikar therein referred to as the Confirming Party and the Society therein referred to as the Transferee, the Transferor therein did thereby with the consent and confirmation of the Confirming Party did thereby in due discharge of the statutory and contractual obligation of the deceased husband did thereby transfer and convey in favour of the Society all the right title and interest in respect of the said Plot, said Building "Savitri CHS Ltd" consisting of Ground and Three Upper Floors and Separate Structure assessed to Property Tax under Account No.RS0402530080000 lying being and situate at M.G. Road, Nr. Vohra Colony, Opp. Raj Heights, Kandivali (West), Mumbai 400 067 on terms, conditions, and covenants therein recorded;
- P. The Members of the Society unanimously gave their consent for the redevelopment of the said property in favour of the Promoters and executed Agreement for Permanent Alternate Accommodation in respect of the premises to be allotted to Members in the building proposed to be constructed by the Promoters prior to vacating their respective premises and handing over possession the same to the for

facilitating the redevelopment of the said property. There are in aggregate 17 Nos. of Members who are to be rehabilitated in the proposed building that is being constructed on the said property;

Q. The Promoters prior to obtaining the vacant possession of the respective premises from Members got the plans approved from the Municipal Corporation of Greater Mumbai under Intimation of Disapproval (I.O.D) bearing Ref. No.CHE/WSII/3203/R/S/337(NEW) dated \_\_\_\_\_ and upon obtaining the vacant possession for the existing building fully demolished and obtained the Commencement Certificate bearing Ref. No.CHE/WSII/3203/R/S/337(NEW) dated \_\_\_\_\_ from the Municipal Corporation of Greater Mumbai;

R. The Promoters in terms of the plans and sanctions approved by the Municipal Corporation of Greater Mumbai is fully entitled to construct a multistoried building consisting of Ground and 14 Upper Floors as per the prevailing Building Rules and Regulations by utilizing and consuming the available F.S.I. of \_\_\_\_\_ sq. meters including by loading Fungible F.S.I. to the maximum extent possible as per the Building Rules and Regulations, subject to further construction, if permissible, on account of increase in F.S.I. or incentive F.S.I. in the form of loading of the T.D.R., Increased Fungible F.S.I. etc., as may be permitted by the Municipal Corporation of Greater Mumbai or such other Competent Authority to the maximum extent possible resulting from change in Policy, Circular, Amendment in D.C. Regulations, Modification in D.P. Plans, etc.,

S. The redevelopment of the said Building on the said property known as presently known as "Savitri CHS Ltd" and hereafter proposed to be named as "Sugra Heritage" as recited in Recital \_\_\_\_ above is proposed as a "**Real Estate Project**" by the Promoters and the Promoters have informed the Allottee that the same shall be registered as the "Real Estate Project" with the Real Estate Regulatory Authority ("**Authority**") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Promoters have informed the Allottee that the Promoters are yet to get the said project registered under the provisions of RERA for which they are in the process of making application and getting a Registration Number for the Project from Authorities and obtaining "**RERA Certificate**". The Certificate of the Registration will available after the Registration of the Real Estate Project and the Allottee can thereafter get the same and other documents uploaded by the Promoters on the Website of the Authority as required by RERA and the RERA Rules examined;

T. The principal and the material aspects of the development of the Real Estate Project, are briefly stated below: -

- (i) The proposed building shall be a single multistoried building comprising of Rehab Component and Saleable Component;
- (ii) The said Building inter-alia comprises of Ground and 14 Upper Floors as per the sanctioned plans and approvals already approved and sanctioned by the Municipal Corporation;

- (iii) The nature of development of the said property would constitute mixture of users as may be permissible under the law. As per the sanctioned plans the Ground Level consisting of commercial and puzzle Parking and 14 Upper Floors of Residential premises;
- (iv) As per the sanctioned plan already approved and available with the Promoters, the Total F.S.I. of \_\_\_\_\_ sq. meters have already been sanctioned for consumption of the said project. The Promoters proposes to eventually consume a further F.S.I. of \_\_\_\_\_ sq. meters aggregating to total F.S.I. of \_\_\_\_\_ sq. meters in the construction and development of the said Real Estate Project. The said proposed additional F.S.I. that is likely to become available to the Promoters is likely to be utilized by the Promoters for construction of additional Flats/ Premises / Floors as the case may be over and above the already sanctioned floors by the Municipal Corporation;
- (v) The Promoters would be entitled to aggregate any contagious land parcel with the development of the said property as provided in Proviso of Rule 4(4) of the RERA Rules;
- (vi) The Promoters for the purpose of complying with the terms, conditions, stipulations and restrictions as may be imposed by the Municipal Corporation for obtaining Occupation Certificate in respect of the said building and for facilitating the utilization, consumption and exploitation of the entire F.S.I. Potential on the said property that shall become available from time to time on account of change, modification and alteration in Building Rules and Regulations/ Development Control Regulation in force from time to time including by way of loading of TDR and Fungible F.S.I. be fully and absolutely entitled to alter and/or amend and/or modify the plans and specifications in respect of the proposed building in the manner as may be approved by the concerned authorities and the Allottee hereby accords his consent, no objection and confirmation in favour of the Promoters in that regards and further agrees to extend all co-operation required by the Promoters;
- (vii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in **Annexure "II"** hereto;
- (viii) The Promoters shall be entitled to put hoardings/ boards/ logo of their Brand Name "Project by M/s. MS Developers" in form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the facade, terrace, compound, wall or other part of the Real Estate Project. The Promoters shall also be entitled to select place, select, decide hoarding / board sites;
- (ix) The detail provision for handing over the charge and management to the Society already into existence upon completion of the entire redevelopment of the said property with respect to the Real Estate Project are more particularly stated herein below;

(x) All premises remaining after making provision for tenants including parking shall be the Saleable Component of the Project [“**Promoters Entitlement**”], which shall be for the benefit of the Promoters for the same being sold in open market, dealt by and disposed of to third party or intending Allottee on such terms as the Promoters deem fit and proper. Such Agreement in favour of Third Party shall be on principal to principal basis and that Society shall be bound to accept and admit such Purchaser as its Member as part of the contractual obligation under the Development Agreement.

The above details along with annexure to the RERA Certificate and further aspects of the proposed future and further development of the said property shall be available for inspection on the Official Website of RERA Authorities at <http://maharera.mahaonline.gov.in> (“**Proposed Future and Further Development of the said property**”)

- U. The Promoters have appointed Nilesh H Makwana as the Architects of the project and M/s Nexus Projects Solutions Pvt. Ltd. as the Structural Engineer for the preparation of the structural design and drawings of the building and have availed of their services and professional supervision till the completion of proposed building and with them the Promoters have entered into Standard Agreement as prescribed;
- V. The Allottee hereby agrees to purchase and acquire and the Promoters hereby agree to sell and transfer to the Allottee Flat/Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. Carpet Area equivalent to about \_\_\_\_\_ Sq. Mts. Carpet on the \_\_\_\_\_ Floor of the proposed Building to be known as “Sugra Heritage” with Amenities as specified in **ANNEXURE “II”** for consideration and on terms and conditions hereunder recorded (hereinafter referred to as the “**SAID PREMISES**”). The said premises forms part of the sale component which the Promoters are fully entitled to sale and transfer in favour of the Allottee. The Floor Plan of the said Premises which is agreed to be allotted and sold to the Allottee is attached as **Annexure “III”** hereto;
- W. On demand of the Allottee, the Promoters have given inspection to the Allottee of all the documents relating to the grant of development rights of said property, the plans, designs and specifications prepared by Architect and of such other documents as are required to be disclosed under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder, including inter-alia of the following: -
  - (i) All approvals and sanctions issued by the Competent Authorities for the development of the said Real Estate Project including I.O.D. bearing Ref. No.CHE/WSII/3203/R/S/337(NEW) and Commencement Certificate bearing Ref. No.CHE/WSII/3203/R/S/337(NEW) Layout Plans, Building Plans, Floor Plans, NOC, etc., and such other documents as required under Section 11 of RERA. A copy I.O.D. and Commencement Certificate is annexed as **ANNEXURE “IV” and “V”** hereto;
  - (ii) All title documents viz., Development Agreement, Conveyance in favour of the Society etc., by which the Promoters are entitled to redevelop the said property more particularly described in the Schedule hereunder written;

- (iii) Title Certificate dated 7<sup>th</sup> April, 2016 issued by Vivek T. Tripathi, Advocate and Legal Consultant inter alia certifying that the Promoters are absolutely entitled to redevelop the said property and that their entitlement to the said property is clear and marketable. A copy of the Title Certificate dated 7<sup>th</sup> April, 2016 issued by Mr. Vivek T. Tripathi, Advocate and Legal Consultant is annexed and marked as **ANNEXURE "VI"** hereto;
- (iv) The authentic copies of the Property Card, Village form VI and VII and XII showing the nature of the title of the Promoters to the said property on which the Real Estate Project is to be implemented have been annexed and marked as **ANNEXURE "VII", "VIII" and "IX"** hereto;

X. The Allottee prior to the execution of this Agreement has obtained independent legal advice with respect to the Agreement and the transaction contemplated herein with respect of the said premises, made inquiries there on and is satisfied with respect to, (i) the title of the Promoters to develop the Real Estate Project and the same being clear and marketable, (ii) the approvals and permission (including IOD and CC) obtained till date, and (iii) the Promoters' entitlement to develop the Real Estate Project and construct the said building on the said property as per applicable law and sell the premises therein. Accordingly, the Allottee has entered into this Agreement with full knowledge of all terms, conditions and stipulations as contained in the documents, papers, plans, orders, schemes, etc., recited and referred to hereinabove and those contained herein and agree not to raise any requisitions or objections in that regards including entitlement of the Promoters to deal with and dispose of the said premises;

Y. The Carpet Area of the said premises is \_\_\_\_\_ sq. meter equivalent to \_\_\_\_\_ sq. ft. carpet area or thereabouts as defined in Section 2(k) of the Real Estate (Regulation and Development) Act, 2016;

Z. The Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoters, the said premises at and for the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and upon the terms and conditions as mentioned in this Agreement (**"SALE COSIDERATION"**);

AA. The Allottee has prior to the execution of these presents paid to the Promoters a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as Deposit/ Earnest Money/Booking Amount (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) in respect of the said premises leaving the balance of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ Only], which shall be paid by the Allottee to the Promoters in the manner and stages recorded hereunder;

BB. The PAN Numbers of the parties hereto are as follows:-

<u>NAME OF THE PARTY</u>	<u>PAN NUMBER</u>
i) M/s MS. Developers	AAYFM8335Q
ii) Allottee/s:	

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

/FORM 60  
/FORM 60  
/FORM 60

CC. In due compliance of provisions of Section \_\_\_\_ of the RERA Act the Promoters are executing these presents in respect of the said premises agreed to be sold to the Allottee.

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

1. All the statements and representations made in the Recitals recited above shall form an integral part of the operative clauses of these presents.
2. The Allottee is aware that in terms of the powers, authorities and rights granted in favour of the Promoters by the Society, the Promoters are constructing a multistoried building comprising of Ground Level consisting of Commercial + 14 Upper Levels Residential to be known as "Sugra Heritage" ("**THE SAID BUILDING**") by utilizing and consuming the entire F.S.I. i.e. F.S.I. of the said property, F.S.I. that become available from demolition of old building, F.S.I. that may be available in the form of loading of Fungible F.S.I., and further premium F.S.I. that may be availed of by making payment of premium to the Municipal Authorities.
3. The Allottee doth hereby records and gives his irrevocable consent, power, authority and confirmation to the right of the Promoters to construct additional floors over and above 14 Floors that would become permissible on account of additional F.S.I. / benefit of T.D.R./ Fungible F.S.I. likely to be generated/ available on the said property and the Scheme under which the said project is being implemented and property being developed on account of change, modification and amendment in law, D.C. Regulations, Policies etc., and for this purpose and availing such benefits the Promoters is fully entitled to amend/ modify/ make alteration in the plans, designs, specifications etc., for such additional constructions being approved by the Concerned Authority. The Promoters shall be entitled to make additional construction on the said Building, vertically and/or horizontally and/or on any the portion of the said property and sell/allot or otherwise howsoever deal with and dispose of such additional premises and for that purpose shall be entitled to add alter modify and amend the building plans of the building without affecting adversely affecting the area of the said premises agreed to be sold to Allottee.
4. The Allottee agrees and undertakes not to raise any objection against the Promoters making such additional construction on any grounds whatsoever and agrees to extend all facilities and co-operation to the Promoters in this regard for making such additional construction, alterations and modifications even after entering into occupation of the said premises. The Allottee shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the grounds of the Promoters making additional construction or seek cancellation of this Agreement. The Allottee shall not either directly or indirectly do any acts or deeds whereby the Promoters are prevented or obstructed from putting any additional construction and/or altering the plans.

5. In consideration of the Allottee having agreed to pay to the Promoters the aggregate sum of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ Only] (hereinafter referred to as the "**SALE CONSIDERATION**") to the Promoters in the manner set out hereunder, the Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoters a commercial/ residential premises being Flat/Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. Carpet Area equivalent to about \_\_\_\_\_ Sq. Mts. Carpet on the \_\_\_\_\_ Floor ("**SAID PREMISES**") more particularly described in the **SECOND SCHEDULE** hereunder written as shown delineated with BLUE COLOUR BOUNDARY LINE (hatched in red) on the Floor Plan annexed as **ANNEXURE "III"** hereto in the Building "Sugra Heritage" ("**SAID BUILDING**") along with the amenities as listed out in **ANNEXURE "II"**.

6. The sale consideration of the said premises mentioned above is the lump sum price of the said premises and it is expressly agreed and made clear that there shall be no change in the price of the said premises. It is further made clear that while putting up final construction, in order to comply with the specification and terms and stipulation of planning authorities and in such event, there could be variations of five percent in the carpet area of the premises, which shall be acceptable by Allottee and the Allottee shall not make any complaints and/or raise any objections in respect thereof.

7. The Purchase Consideration in respect of the said premises shall be paid by the Allottee to the Promoters in the following manner: -

(i) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only on or before the execution of these presents, the receipt whereof the Promoters hereby do and doth admit and acknowledge;

(ii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only being payment on completion of Plinth;

(iii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only being payment on completion of 1<sup>st</sup>Slab;

(iv) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only being payment on completion of 2<sup>nd</sup> Slab;

(v) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only being payment on completion of 3<sup>rd</sup> Slab;

(vi) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only being payment on completion of 4<sup>th</sup> Slab;

(vii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_

Only being  
payment on completion of 5<sup>th</sup> Slab;

(viii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 6<sup>th</sup> Slab;

(ix) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 7<sup>th</sup> Slab;

(x) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 8<sup>th</sup> Slab;

(xi) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 9<sup>th</sup> Slab;

(xii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 10<sup>th</sup> Slab;

(xiii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 11<sup>th</sup> Slab;

(xiv) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 12<sup>th</sup> Slab;

(xv) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 13<sup>th</sup> Slab;

(xvi) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of 14<sup>th</sup> Slab;

(xvii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of Terrace Slab;

(xviii) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment on completion of Brick Work;

(xix) Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_

Only being  
payment on completion of internal works;

(xx) Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_  
Only being  
payment at the time of handing over possession of the  
Said Premises.

8. The time for making the payments of each installment as also other amounts due and payable shall be the essence of the contract. It is agreed that that a written notice forwarded by the Promoters to the Allottee stating that a particular stage of construction has been completed, shall be sufficient proof that a particular stage of construction is being completed for the purpose of making payment of the instalments of the consideration as mentioned above and the Allottee agrees, undertakes and covenants with the Promoters to make the payment of the installments mentioned in Clause 7 above within 15 days of the receipt of the Intimation/ Demand Notes demanding payments of installments by the Promoters PROVIDED FURTHER that non-intimation of payment of the installments or any other amounts due and payable by Allottee in terms of these presents shall not be an excuse for delay or non-payment of the installments.
9. The aforesaid consideration referred to hereinabove excludes all taxes (comprising *inter alia* of tax paid or payable by the Developer by way of Value Added Tax or Service Tax or Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction development of and carrying out the Project payable by the ) up to the date of handing over possession of the said Flat, as elaborated herein below. The said amount of consideration is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoters to MCGM or any other governing authorities. In the event of such escalations in the consideration as a result of the aforesaid events, then the Promoters shall enclose a copy of the relevant notifications, circulars etc., together with the demand letter issued by the Promoters to the Allottee for the escalated consideration amount.
10. All the amounts towards the sale consideration price shall be deposited by the Allottee in the Bank Account of the Promoters opened with Corporation Bank in the name of "**MS Developers Escrow Account**" bearing Account No.\_\_\_\_\_ all the Cheques / demand drafts etc., towards the Purchase Price payable by the Allottee to the Promoters and all the Cheque / Demand Draft etc., towards the purchase price payable hereunder by the Allottee to the Promoters shall be drawn by the Allottee in favour of and payable to the credit of "**MS Developers Escrow Account**" bearing Account No.\_\_\_\_\_, unless contrary instructions are issued by the Promoters requesting the Allottee to deposit such amount in any other Bank Account.
11. If the Allottee, to augment funds for making payment of the consideration recorded under this Agreement to the Promoters, intends to seek loan from any financial institutions/banks etc., against the security of the said premises, then, in such event, the Allottee shall be required to obtain on the letterhead of such Financial Institutions/Banks etc., the sanction of loan /pre-sanction loan letter and only thereafter and against that the Promoters will issue the requisite NOC for mortgage of the said Premises as requested by the Allottee in favour of such Financial

Institution/ Banks. All the disbursement of the Loan amount or installments made by such Financial Institutions/ Banks etc. shall mandatorily be made by issuing Pay Order/Demand Draft in the favour of the Promoters only and issued in the name of "**MS DEVELOPERS ESCROW ACCOUNT**" bearing Account No.\_\_\_\_\_. If the Financial Institution/ Bank etc., issues Pay Order /Demand Draft of Loan amount or installments in any other name or account than such Financial Institution/ Bank etc., shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising there from and all the NOC issued by the Promoters shall be deemed to be cancelled and of no legal consequences and void ab-initio and the premises shall not be considered to have been mortgaged with such Financial Institution/ Banks.

12. Notwithstanding anything contrary in this Agreement, it is specifically agreed by and between the parties that the time for making the payment shall be the essence of the contract and in the event the Allottee commits default and/or fails or neglects or refuses to make payment of any of the installments or any other amount payable hereunder including the proportionate share of taxes levied by the concerned local authority and other outgoings either in part or in full within the time and in the manner stipulated hereunder or in the Intimation/Demand Notice (time being the essence of the contract) or commits breaches and/or violations of any other terms and conditions of these presents, the Promoters shall be at liberty to exercise their rights as set out in these presents including right to terminate this Agreement after giving Fifteen day notice to the Allottee to rectify and/or remedy such breach/ violation. If despite notice/ intimation, the Allottee fails and/or neglects to rectify and/or remedy the breach within the time stipulated, the Promoters shall be absolutely entitled to terminate these presents without any further intimation and/or assigning any reasons to the Allottee and in such event this Agreement shall ipso-facto come to end. Non-intimation of terminations shall not thereafter be deemed to be waiver of termination by the Promoters. Upon termination, the consequences as set-out in these presents shall follow and the Promoters shall be absolutely free to deal with the said premises in the manner thought fit and proper by the Promoters without any reference and recourse of the Allottee.
13. Upon the Promoters exercising its right of termination the Promoters shall be entitled to forfeit the Earnest Money Deposit/ Booking Amount paid by the Allottee to the Promoters or 21% of the Allottee Price paid by the Allottee for purchasing the said premises till the date of the Termination, whichever amount is higher as and by way of agreed liquidated damages and after making such deductions, the balance consideration amount, if any remaining (subject to accounts) with the Promoters shall be refunded without interest in the manner stated hereinafter. It is made absolutely clear and expressly agreed that in any event neither the Allottee shall be entitled to demand nor the Promoters shall be liable and obliged to refund or reimburse the amounts that has been paid towards statutory dues and expenses including stamp duty, registration charges, Goods and Service Tax, Income Tax, capital gains etc., that might be incurred and expenses on account of the dealing in respect of the said premises.
14. The Promoters upon such termination shall be entitled to sell, transfer and assign the said premises to any third party of its choice, upon such terms and conditions, as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee. The Allottee shall have no right to object to such sale/disposal of the

said premises by the Promoters. If at the time of termination, the prevailing Market Value of the said premises is higher than the Market Value of the premises at the time of purchase, the benefit of the appreciation, if any, shall belong to the Promoters and the Allottee shall not have any claims in respect thereof. However, if the market value falls below the value of the said Premises as stipulated in this Agreement, the Allottee shall be liable to bear the losses accruing to the Promoters as a result of such cancellation/ termination of this Agreement. In quantifying such losses, the Promoters shall also take into account the interest liable to be paid by the Allottee from the date of intimation/Demand Note till payment and/or realization at rate of interest mentioned in this Agreement. The amount so quantified shall be adjusted and/or appropriated against the balance amounts due and payable by the Allottee to the Promoters in terms hereof. However, as far as the amounts that would become refundable by the Promoters shall be paid to the Allottee only after disposing off the said premises and after receiving full consideration thereof. It is clarified that refunding of such amount by Cheque by the Promoters to the Allottee at the address of the Allottee, whether the same is encashed or not, will amount to valid discharge of the obligation by the Promoters in refunding the amounts due to the Allottee as provided herein.

15. If the Allottee has sought loan from any Financial Institutions/ Banks, etc., against the security of the said Premises and in the event of the Promoters exercising its right to terminate this Agreement for Sale on account of default, breach and violation committed by the Allottee for any reasons whatsoever, the Allottee shall be responsible and liable to clear the mortgage debt outstanding by obtaining necessary letter in writing stating clearance of mortgage from such Financial Institution/Bank, etc. It is clarified that only after the issuance of the Discharge Letter/ No Due Certificate and original documents being released in respect of the said premises by Financial Institution/ Banks in favour of the Promoters, the Allottee shall be entitled to the refund of the balance amount, if any, standing to the credit to the account of the Allottee in respect of the said premises (after adjusting accounts and in accordance with the clause mentioned above). However, in the event of the Allottee failing to take any steps to clear the mortgage, the Promoters shall be entitled to and is authorized by the Allottee to approach the Financial Institutions/ Banks as the case may be and directly pay such Financial Institution/ Banks etc., the amounts payable in respect of the mortgage debt raised by the Allottee from the amount standing to the Allottee's credit with the Promoters in respect of the said premises and to the extent necessary to clear the mortgage debt. It shall always be obligatory on the part of the Allottee to duly and promptly pay the installments of the consideration amount as and when due and demanded under the terms of this Agreement for Sale, irrespective of the fact that the Allottee has applied for the loan/loan is under process/ sanction awaited/is rejected from any Financial Institution/ Bank etc., and the Allottee shall not raise any contention in respect of his failure to pay the installments on the due dates, on the basis of having applied for loan/loan is under process of disbursement from such Financial Institution /Bank, etc. In the event of the failure of the Allottee to pay the installments the Promoters without prejudice to his other rights and remedies under these presents, be entitled to terminate these presents.
16. Without prejudice to the above and without waiver of the other rights and contentions of the Promoters under this Agreement and/or in law, the Promoters at its discretion and option accept from the Allottee the payment of the defaulted

installments at the rate of 21% per annum for the delayed period i.e. from the payment becoming due till the realization thereof by the Promoters (the defaulted period). Such interest shall be payable by the Allottee at the time of payment of each defaulted installment or will be mandatorily cleared off before taking the possession (even for furniture purpose also) of the said Premises. The interest shall be cumulative interest. The Promoters shall accept such delayed payment on such terms and conditions as the Promoters deem fit at that particular point of time in its absolute discretion. The Allottee shall not raise any disputes with regard to the rate of interest payable for delayed period as provided hereunder.

17. The Promoters have prior to entering into these presents informed the Allottee that at the time of undertaking the redevelopment of the property it was specifically agreed with the Redevelopment Committee that out of the total parking that shall become available in the proposed building, 16 (Sixteen) number of parking spaces is to be allotted to the Society and the balance car parking spaces shall be forming part of and coming to the sole entitlement of the Promoters, which the Promoters are entitled to allot among the purchasers of the saleable premises. As far as the Allottee is concerned, the Promoters shall be allotting \_\_\_\_ Nos. of Car Parking Spaces to the Allottee. The parking space so allotted to the Member shall be solely used only for the purpose of parking of the vehicle and not for any other purpose.
18. The Parking space that would be so allotted to the Allottee by Committee shall be co-extensive and co-terminus with the allotment of the said premises. The Allottee shall not be entitled to make independent claims separate to the said premises in respect of such allotment and the Allottee shall not be entitled to deal with allotment/ parking space independent of and separately of the premises. The parking space allotted to the Allottee shall be used for parking vehicles of the Allottee only and for no other purpose including permitting parking of outside vehicle in such space allotted to the Allottee. The Allottee shall be obliged to pay the amounts of parking charges and/or maintenance charges determined by the Promoters and/or Society as the case may be. All obligations and restrictions as applicable to the user of the said premises shall also apply to the user of the parking space.
19. The Allottee agrees and undertakes to comply with all the terms and conditions of any order, schemes, permissions, specification etc., that may have sanctioned and imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits, whether refundable or not.
20. The said Building shall always be known as "Sugra Heritage" and Co-operative Society that shall be formed shall incorporate the name "Sugra Heritage" in its name. The Allottee undertakes, declares and grants his irrevocable consent to vote in favour of the said name in the Resolution to be passed by the General Body Meeting of the proposed Society and vide such Resolution the Society shall adopt and accept the name as stated above for the said Society. The Allottee and/or the Committee Members shall also not alter the name of the said Building as the Allottee is aware that the Promoters have made known to the public at large the said name for the project from the inception of the development being carried out on the said property.
21. The Allottee has already been informed that Promoters are not the owners of the said Property and does not have or hold the right to convey or grant the Proposed

Transfer in respect of the said Property in favour of the Legal Entity and accordingly, it is clarified that the only obligation of the Promoters in this regard shall be to make the requisite applications to the Owners and to make reasonable endeavour for execution of the Proposed Transfer as aforesaid in favour of the Legal Entity. All the costs, charges and expenses, penalties, value added tax, service tax, goods and service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Proposed Transfer shall be borne and paid by the Legal Entity and the Promoters shall not be liable to bear and pay any amounts towards the same. The Allottee has understood the aforesaid scheme as envisaged by the Promoters regarding the Proposed Transfer and the Allottee hereby agrees and undertakes with the Promoters that the Allottee shall never hold the Promoters responsible or liable if the Owners do not execute or approve the Proposed Transfer or any other document of transfer in respect of the said property in favour of the Society.

22. The Promoters shall at its discretion be entitled to give/grant right of way/access or other easement rights to any building/structure/wing within the said Property or the said larger property or adjoining or contagious to the said Property in favour of any other person over or through the said Property or any part thereof and the Promoters shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Promoters may deem fit and proper without there being any claim/ recourse/ objection from either the Allottee or the Society and the Allottee hereby grants his irrevocable consent and confirmation for the same. Any such documents executed by the Promoters shall be binding on the Allottee and Society.
23. The Allottee doth hereby agrees, confirms, declares and covenants with the Promoters as under: -
  - A. The Promoters is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take and acquire premises in the Building on Ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Promoters, with a view that ultimately the Allottee/occupants of the various premises in the Proposed Building shall be admitted as Members of the Society in existence as of date. That the management and administration of said property and the said proposed building shall only be handed over after the entire development and construction of the said property is completed in all respects. In the event if Ad-hoc Committee is formed pending the completion of the development and construction of the said property, such Ad-hoc committee will look after and manage the affairs of Society during the interim period. However, NO DUE CERTIFICATE shall be required in case of the Purchaser before he being admitted as member of the Society, which shall be produced before the Society at the time of submitting application to the Society.
  - B. The Promoters have under the Development Agreement recited above only purchased, obtained and acquired development rights in respect of the said property, which is Owner thereof and as such there shall be any requirement

or necessity for executing any Conveyance or Vesting Document in respect of the said property. The Vesting of the new proposed building in favour of the Society and the rights, benefits and entitlement of the Purchaser shall be governed by the provisions of the Development Agreement read with the terms, conditions and covenants herein recorded;

- C. At all times the Promoters shall be completely and absolutely entitled to utilize and consume the entire F.S.I. that may be available in respect of the said property or any part thereof whether at present or in future including the additional F.S.I. that may become available from time to time on account of any special concession, modification of rules and regulations, change in policy or otherwise. Under no circumstance will the Allottee, Ad-hoc Committee or the Committee of the Society will be entitled to make any claims or demand right to use or consume such additional F.S.I. and benefits. The Promoters alone shall be entitled to such additional F.S.I. or benefit and shall have a right and liberty to use, consume and load in any manner the Promoters in its sole discretion deems fit and proper. The claims of the Allottee shall only be restricted to the premises purchased in the said Building in terms of these presents;
- D. The Allottee shall never claim any exclusive right, entitlement and authority to use and enjoy the common benefits and amenities like R.G., internal road, approach road, water tanks, electricity sub-station, if any installed, underground water tanks etc., which shall be common for the enjoyment and benefit of all the flat/shop Allottee of the building and the Society and its Members, as the case may be;
- E. That the Promoters shall be fully and absolutely entitled to sell and transfer on outright basis or on License basis the commercial premises to be constructed in the proposed building and the same be used by the Purchasers thereof in such manner as permissible as per the building rules and regulation and Municipal Laws, without any restriction or impediments. The Allottee, Ad-hoc Committee and Society shall not obstruct and/or interfere with the user of the said commercial premises in any manner whatsoever;
- F. That the Allottee shall indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the non-observance and non-performance of such stipulations and restrictions;
- G. That the Promoters shall have unfettered right to the full, free and complete means of access at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect the drains, pipes, cables, etc. under, over or along the land appurtenant to the said Building as also to store materials, construct site office, hutments and other facilities, putting up further construction and use all amenities and facilities for such further construction;
- H. To bear and pay any increment in the price of building material, labour and other escalations as may be decided by the Promoters whose decision shall be final and binding on the Allottee. Such increment in the pricing shall not be

disputed by the Allottee and the same shall be paid and discharged by the Allottee before taking the possession of the said premises;

- I. For all or any of the purposes mentioned above or under this Agreement to keep and/or store any construction material on the said property or part thereof and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all acts deeds matters and things as may be necessary. In such event the Allottee shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or prescription of any nature whatsoever;
- J. To execute, if any further or otherwise writings, documents, consents, etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto;
- K. To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Allottee, which the Promoters in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement;
- L. To co-operate with the Promoters to complete the construction peacefully and also not to challenge the plans, approvals and sanctions that have been granted by the Planning Authorities and the Municipal Corporation in respect of the new building;
- M. The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises are handed over to the Allottee;
- N. The signage of the Promoters in the form of Promoters logo, their trade name etc., installed and subscribed by the Promoters at any conspicuous space of the said building and in the said property shall be maintained by the Allottee, Committee and the Society of which the Allottee shall be a member and the same shall never be removed, tampered and distorted in any manner whatsoever. At all times, the said signage shall remain and continue to be part of the said new building and the said property and in the event of any furbishing being done of the said building or property, it shall be ensured that the said signage shall be re-installed and re-subscribed.

24. The Promoters to the extent possible endeavor to offer the possession of the said Premises to the Allottee on or before 31/12/2020 PROVIDED THAT the Promoters shall always be entitled to reasonable extension of time for delivery of the said Premises on the aforesaid date in case of any delay caused for reasons and situations not attributable to the Promoters and in particular delay caused on account of non issuance of the requisite permissions and sanctions as also amendment in the plans and specification, change in policy etc., and other reasons which hampers the construction process in any manner whatsoever including non-receipt or inordinate delay in receiving payment of the installments from the Allottee herein and/or Allottee of other Premises in the said Building and in particular or situations like Act of God viz.,:-

- i. Non-availability of steel, Cement, building and construction materials, water or electric supply, etc.;
- ii. War, Civil commotion, act of God, force majeure or reasons beyond control of the Promoters, including strikes by the workers, employees or laborers of the Promoters, the contractors, the suppliers or due to disturbance/hindrance in work/site by any anti-social elements;
- iii. Any notice, order, any stay orders from any authorities, courts, and/or any amendments in the rules and regulations or the prevailing applicable law, change in rules, notifications of the Government and/or other public or competent authority;
- iv. Any other cause that may be deemed reasonable by the Real Estate Regulatory Authority under Section 20 of the RERA.

If the Promoters fail to offer possession of the said Premises to the Allottee on account of reasons as specified above then the Promoters shall neither be liable to refund the amount paid by the Allottee nor liable for payment of any compensation for delay in handing over the possession of the premises as the default being due to the reasons beyond the control of the Promoters and for reasons not attributable to the Promoters.

- 25. At no point, the Allottee shall be allowed to visit the construction site during the course of construction. Despite of limitation being put up on such visit of the Allottee to construction site, if the Allottee does visit the construction site than it shall be absolutely at the cost, risk and expenses of the Allottee alone and it is made clear that the Promoters shall not in any manner be responsible and liable for any accidental or personal injury caused to the Allottee visiting the site.
- 26. After the construction of the structure of the said building is completed by the Promoters and pending the completion of the finishing work in respect of the said premises and pending receipt of the Occupation Certificate from the concerned authorities, the Promoters at the request of the Allottee may give the possession of the said premises at the costs, charges and expenses of the Allottee for the limited purpose of carrying out and completing the internal work in respect of the said premises. It is specifically agreed that in such situation, since the Occupation Certificate would not have been obtained and issued by the authorities, the Promoters shall not be held responsible to provide and make available the light and lift in working conditions and water into the said premises. It is made absolutely clear that the Allottee shall not be entitled to carry out any internal modification and structural changes of permanent nature on any account whatsoever. If on account of any unauthorized and illegal changes and modifications done by the Allottee into the said premises, the Promoters are not in a position to obtain the Occupation Certificate, the Promoters shall not be responsible and liable for not obtaining Occupation Certificate in respect of the said building. In such event to facilitate the obtaining of the Occupation Certificate, the Allottee shall be responsible and liable to restore the premises in its original conditions as per the sanctioned plans at its own costs, charges and expenses and if any liability and/or penalty is levied by the concerned authorities in respect of such unauthorized changes, alterations and

modifications including unauthorized occupation and possession of the said premises, the Allottee shall be liable to pay the same without holding the Promoters responsible and liable for the same. Any additional taxes, levy, cess, increased water charges, increased assessment tax etc., which may be imposed by Municipal Authorities on account of such unauthorized occupation pending Occupation Certificate shall be borne by the Allottee.

27. It is made clear that the possession of the premises granted in the manner aforesaid should be as licensee for the limited and temporary only and for the reasons recorded above. The Allottee is aware that the possession of the said premises shall only be handed over by the Promoters upon issuance of the Occupation Certificate being issued by the Municipal Authorities. If there is any breach and violation of this Agreement or any unauthorized work being carried out by the Allottee in the said premises comes to the notice of the Promoters, the said license shall stand forthwith cancelled and revoked without prejudice to other right and remedies of the Promoters including termination of these presents. It has been further clarified that if there is any damage caused to the said premises and/or the structure of the said building, the Promoters shall be absolved of the defect liability period and obligation running on account thereof and such defects shall be rectified at the cost, charges and expenses of the Allottee without raising any dispute in respect thereof.
28. In the event of the Allottee taking possession of the said premises before the issuance of the Occupation Certificate for the reasons and purposes aforesaid, the Allottee alone shall become liable to pay and discharge the maintenance charges and other outgoings in respect of the said premises as may be applicable and determined by the Promoters. Further, from the date of taking possession of the said premises, the Allottee shall also be liable to pay property/ assessment tax as levied by the Municipal Corporation.
29. The Allottee shall take possession or keys of the said Premises within 10 (Ten) days of the Promoters giving written notice to the Allottee intimating that the said Premises is ready for use and occupation. Upon expiration of such period of 10 (Ten) days all the payments in respect of maintenance charges and other taxes and outgoings in respect of the said Premises shall become payable, irrespective of the fact that the Allottee has taken the possession or keys of the said Premises or not.
30. The Allottee shall before taking the possession of the said Premises inspect the same thoroughly and point out defects, if any, in construction of the said premises and bring the same to the notice of the Promoters. As far as the amenities and facilities are concerned, the Allottee is aware that the same shall only be available while taking permanent possession post Occupation Certificate and not prior thereto. If any defects are brought to the notice of the Promoters prior to taking possession (temporary or permanent), the Promoters shall undertake the rectification at its costs, charges and expenses. The Allottee shall take possession of the said premises or keys only after Promoters have carried out such rectification. On taking possession or keys of the said Premises the Allottee shall be deemed to have inspected/re-inspected the same thoroughly and found the same without any defect/s in construction and/or amenities and facilities and the Promoters thereupon shall cease to be liable for the defects that are found in the said premises. In the event the Allottee fails to take the possession of the said premises within 30 days of the Promoters offering the possession of the said premises, the

Promoters shall be entitled to treat this Agreement as duly cancelled/ terminated/ rescinded and the consequences of termination without prejudice to other rights and remedies shall follow including recovery of proportionate share of outgoings and expenses, taxes, etc., as may be applicable and receivable from the Allottee in respect of the said premises.

31. The Allottee shall use the said premises for residential/ commercial purposes, for which the same has been sanctioned and approved by the Municipal Corporation and shall not use the same for any other purposes whatsoever.
32. The Allottee agrees and undertakes to timely sign and execute all necessary papers, documents, applications as may be required and to do all acts and deeds for becoming a member of the Society including signing of bye-laws of the Society. The Allottee shall not raise any objection if any changes or modifications are made in the Model Bye-Laws as may be required by the Registrar of Co-operative Societies. The Allottee hereby gives the authority to the Promoters to sign all or any of the documents and/or to do all acts, deeds, things and matters envisaged above or under these presents.
33. The Allottee shall be obliged to ensure that the provisions of this Agreement and all other documents and writings entered or to be entered into by the Promoters with the Allottee shall be fully acted upon and given full effect. The failure on the part of the Allottee to observe and perform this clause, when called to do so by the Promoters, shall entitle the Promoters to rescind/ terminate this Agreement and the consequence of rescission /termination herein provided shall follow.
34. Upon the management of the said building is handed over to the Co-operative Society, Co-operative Society shall be responsible to look after all the affairs of the said building, the Society shall be responsible for collection of all dues from its members and for the disbursement of such collections towards payments of all outgoings including ground rent, if any, Municipal Taxes, water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said new building, towards the security of the said building to the intent that the said building shall be kept free from all claims, attachments and sales or other legal encumbrances, charges and liens. On happening of such event, the Promoters shall stand absolved from all responsibilities and obligations of managing the said building, receiving and/or paying the outgoings and other incidental expenses and charges connected with the Maintenance, Administration, Security, etc. of the said building or otherwise for any reason whatsoever. The Allottee hereby agrees to indemnify the Promoters in that behalf. The Allottee shall ensure that such obligations are undertaken and performed by the Co-operative Society.
35. The Allottee shall bear and pay proportionate expenses, assessments by appropriate authority, Levies, Taxes, Maintenance and other charges in respect of the said property as may be determined by the Promoters, Committee of the Co-operative Society, as the case may be, and their decision as regards the quantum of proportionate expenses coming to the share of Allottee shall be final and binding upon him.
36. The Allottee of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Municipal Corporation for property

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

37. The Allottee is fully aware that the Allottee shall be liable to make the payment of the Good and Service Tax, Service Tax, M-VAT, etc., at the time of executing these presents and accordingly the Allottee shall be solely and absolutely liable to make the payment of such Good and Service Tax, Service Taxes, MVAT, and other charges incidental thereof without holding the Promoters in any manner responsible for the same. Further the Allottee shall also be liable to make the payment of all future taxes, levy, penalty etc., including, penalty, cess, interest payable on delayed payment as may be applicable and payable in connection with the said premises and present transaction. It is further agreed by and between the parties that if by reason of any amendment to the Constitution or enactment or amendment or any other law this transaction is held to be liable to any additional taxes such as Goods and Service Tax Sales Tax, Turnover Tax, Surcharge, Vat Tax, any surcharge etc., the same shall be payable by the Allottee to the Promoters forthwith on demand and the Promoters shall not be responsible and liable for the same. The Allottee shall at all time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provisions of the law and further the Allottee undertakes to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee. Failure and default of the Allottee to make such payments shall be treated as default of the vital terms and conditions of these presents and will entitle the Promoters to cancel/ terminate these presents and in such event the consequences of the termination shall follow.
38. From the date of the Allottee taking possession of the said premises, whether temporary or permanent, whichever is earlier, the Allottee will be liable and pay regularly to the Promoters (a) the proportionate share of the Allottee of the Municipal Assessment Tax of the said property, all rates and taxes, whether any or all tenements of the said Building shall have been actually assessed or not or even if the assessment may not have been finally determined, (b) the share of the Allottee in all other dues, duties, impositions, outgoings and burden of any nature, at any time hereafter assessed or imposed upon towards the said property and Building or upon the owners or occupiers of the premises thereof including of the entire property by any authority including the Municipality Government Revenue Authority in respect of the said Building or the users thereof and payable either by the Promoters or occupiers and (c) the proportionate share of all other outgoings in respect of the said premises or said Building and said property including other

taxes, insurance, common lights, sanitation, additions and alterations, paintings, color washing, repairs, water statutory out charges, in the event of water being charged on the basis of meter by the Municipality, Salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc., as also maintenance of contract of lift, Fire Fighting System, Water Pumps, etc.,) all other expenses necessary and incidental to the said Building and the said Property including the management and as applicable, and towards the general maintenance of the said new building. Until the Co-operative Society takes over the management of the said building, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. In the event the Allottee fails to make such payments due and payable, the Promoters shall hold the Allottee for payment of such outstanding amounts by the Allottee towards his proportionate share of outgoings as stated above and the same will be liable to be recovered with interest thereon at the rate of 21% from the date of the same becoming due and payable till payment and realization. Failure and default of the Allottee to make such payments shall be treated as default of the vital terms and conditions of these presents and will entitle the Promoters to cancel/ terminate these presents and in such event the consequences of the termination shall follow.

39. The Allottee shall on or before receiving the delivery of the said premises pay to the Promoters the following amounts: -

- i. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards Legal Charges and Expenses in respect of the said premises;
- ii. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards Formation of Society;
- iii. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards Share Money and Application Entrance Fee of the Society or as applicable;
- iv. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards being proportionate Development/ Betterment Charges;
- v. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards Electric Meter, Cable, water meter and other charges and expenses;
- vi. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards common facilities within the said new building;
- vii. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards Structural Audit Fees;
- viii. Rs.\_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards labour, cess;

ix. Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards advance maintenance charges payable in respect of the said premises for a period of 12months;

x. Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards the Society Welfare Fund;

xi. Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only towards Land under Construction Reimbursement Charges.

40. The Promoters shall utilize the amounts mentioned in sub-clause (i) to (xi) aforesaid paid by the Allottee to the Promoters towards the expenses and for the purpose mentioned therein. The payment so made for the aforesaid purpose shall neither be refundable nor accountable. The Allottee hereby agrees to pay to the Promoters any difference, which may arise in the above charges due to any changes in the rules accordingly.

41. The Promoters are authorized by the Allottee on his behalf and out of the amounts so deposited to spend for all costs for preparation of all other documents, deeds, declarations, costs of lawyers and all out of pocket expenses like stamp duty, registration charges etc., of such documents which also will be borne and paid wholly by the Allottee and other acquirers of premises. Incase if the costs, charges and expenses exceed the aforesaid amount the same would also be made good by the Allottee.

42. The Allottee herein un-equivocally agrees with the Promoters before taking possession of the said premises, whether temporary or permanent, to pay a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month in advance for 12 (Twelve) Months amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as and by way of contribution towards the ON ACCOUNT proportionate share of outgoings (hereinafter referred to as "**Maintenance Charges**"), which includes but not limited to Security Charges, Water Charges payable to the Concerned Authorities, Water-Man Charges, if any, Sweeper Charges, Common Electricity Charges (i.e. Electricity charges for Staircases, Passages, Lifts, Pump Room Meter/s and Fire Fighting Meter/s, if any), Lift Maintenance, water pump maintenance, fire-fighting system maintenance, whichever is applicable and the amount of Maintenance Charges so collected shall remain with the Promoters and the Allottee shall not be entitled to make any claims and demands in respect thereof including demanding accounts in respect thereof from the Promoters. Upon the committee being formed such deposits shall be handed over by the Promoters. Only the members of the Committee that will be formed shall be eligible to raise any query in respect of the accounts within 30 days from the handover of the accounts by the Promoters to the Society. After the expiration of the period of 30 days it will be presumed that Accounts are proper and accepted by the members of the committee without any doubt/query.

43. Hereinafter, if any charges are levied by or payment required to be made to any Government Authorities or local bodies either on the said property or Building or otherwise, the Allottee on being called upon to do so by the Promoters, pay to the

Promoters his proportionate share thereof before or at the time of taking possession of the said Premises as may be required or demanded by the Promoters.

44. The Allottee with intention to bind all persons in to whosoever hands the said Premises may come doth hereby declare, confirm and covenant with the Promoters as follows: -

- i. To maintain and carry out all internal repairs of the said Premises at the Allottee's own cost and keep the said Premises in good tenantable repair and same condition, state and order in which it was delivered by the Promoters to the Allottee from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Premises and the said Building in which the said Premises is situated, its staircases, elevators or any passages, lobbies, etc. which may be against the rules/regulations or bye-laws of concerned local or any other authority or the said Society nor change/alter or make addition in or to the Building in which the said Premises is situated and the said Premises itself or any part thereof. In the event the Allottee's committing any act in contravention of the above provision the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or the said Society;
- ii. Not to commit any breach or violation of any of the stipulations specified by the Municipal Corporation while issuing I.O.D., C.C. and the Occupation Certificate of the said building. Further, the Allottee shall strictly adhere to the Guidelines that have been issued Municipal Corporation for the Citizen regarding the Management of the Solid Waste according to which the Allottee shall be responsible to identify and segregate the wet garbage and dry garbage that may be generated in the said premises and accordingly dispose of the same so effective management of solid waste. Further, the Allottee shall ensure that the Society shall strictly adhere to the said Guidelines according to which the entire waste that is so generated and collected from each of the premises of building shall be treated/ disposed of on the said property or in such manner as notified by the Municipal Corporation in that regard;
- iii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to cause damage to the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages to upper floor/s which may damage or likely to cause damage to the staircases, lifts, common passages, lobbies or any other structure of the said Building in which the said Premises is situated including entrances of the said Building in which the said Premises is situated and incase any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be solely liable for the consequences of the breach;
- iv. Not to demolish or cause to be demolished the said Premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Premises or any part thereof nor any

alteration in the elevation and outside color scheme of the said Building in which the said Premises is situated and to keep the land, sewers, drains, pipes in the said Building or the Premises and appurtenances thereof in good tenantable condition and in particular so as to support shelter and protect the other parts of the said Building in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or RCC pardis or other structural members in the said Building or said Premises without prior written permission of the Promoters and/or the Society;

- v. Not to permit the sale and transfer of the Ground Floor premises or allow the same to be given on License basis for the purpose of hotel, Nursing Home, Bar, Marriage Hall, Liquor Shop, Meat Shop;
- vi. That the Flat/Shop Allottee shall not be entitled to encroach upon the Open Passages in front of the Flat/Shop Premises and/or use such passages for storing of any materials/belongings or such other substances or in any manner obstruct the use thereof. Further, the Flat/Shop Allottee shall not encroach upon or cover the areas provided by the Promoters in the form of niche, Flower Bed, Duct, Void Areas approved and sanctioned as per the plans sanctioned by the Corporation and under no circumstances shall carry out any additions, modifications or alterations either or temporary or permanent nature at any given point of time;
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said lands and the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance and the said Premises alone shall be liable for the breach thereof incase of non-compliance of this clause. However, it is clarified that this does not cast any obligation upon the Promoters to insure the said Building or the said Premises agreed to be sold to the Allottee;
- viii. To paint the said building every five years from the date of possession;
- ix. To perform a Structural Audit as per the latest bye-laws of the Society and as per the norms prescribed by the Authority and according to the period specified from the date of possession thereof;
- x. To pay to the Promoters regularly whether demanded by the Promoters or not his share of security deposit or any deposit as demanded or as required to be given to the concerned local authority or Government for giving water, electricity, sewer clearance, cooking gas or any other service connection to the said Premises or the said Building in which the said Premises is situated;
- xi. Not to install water tank within the said Premises and even as far the Air Conditioning Installation and fittings shall be installed at the place and location specified by the Promoters;

- xii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building in which the said Premises is situated;
- xiii. Not to put up any Flower Pots on the Window Grill and put up any other belonging and articles onto the Windows and Grills provided by the Promoters in the proposed flats/shop and also put up chajja/covering over the Floor Surface of the proposed premises/shop and carry out any furniture and fixture work in the such spaces between the outside wall and such Grill Area;
- xiv. Not to keep anything in the common passages, lobbies, staircases, lifts, terraces, walls or any other common places and not to hang any sign boards, hoardings, name boards etc., in the passages or on the inner or outer wall/s of the said Building. The Promoters or Society shall throw away such things without any notice if anything is found in breach of this provision;
- xv. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other public authority, including on account of change of user of the said Premises by the Allottee viz., user for any purpose other than for the permissible purpose;
- xvi. The Allottee shall not let, sub-let, transfer assign or part with the said Premises Allottee's interest or benefit factor of this Agreement or part with possession of the said Premises until all the dues payable by the Allottee to the Promoters or Society under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any terms and conditions of this Agreement or the said Society Bye Laws and only after obtaining prior written permission of the Promoters or such Society as the case may be;
- xvii. The Allottee shall observe and perform all the rules and regulations, which the said Society may adopt at its inception and the additions, alterations or amendments in the said rules and regulations thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the rules, regulations and bye-laws for the time being, of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all stipulations and conditions laid down by the said Society regarding the occupation and the use of the said Premises in the said Building and in regard to use of infrastructure facilities and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement or Bye Laws of the said Society;
- xviii. To use passenger-lift in the said Building in which the said Premises/ shop is situated as per the rules framed by the lift manufacturer or the person who has installed the lifts. All persons using lift/s shall do so at their own risk. The Allottee or his agents or employees shall not do any damage of any nature

whatsoever to the lifts, staircases, common passages or any other parts of the said Building;

xix. The Allottee will immediately on the receipt of possession of the said Premises at his own costs and expenses get the said Premises properly insured for Natural Calamities such as earthquake, storm, flood, etc. and also against theft burglary and fire;

xx. To Maintain Fire Fighting Equipments which are already installed.

45. The Allottee hereby confirms, declares and covenants with the Promoters that the Allottee has agreed to purchase the said Flat after being fully satisfied with regards the plans and development that is undertaken on the said property and the amenities that are agreed to be provided by the Promoters and in specific agrees, undertakes and covenants that in due compliance of the rules, regulation and norms of the Municipal Corporation not to raise any grievances or make any complaints against the Municipal Corporation or its officers and servants at any point of time in future in matters where:-

(i) Any development is undertaken on the neighborhood property/ adjoining or contagious property appurtenant to the said property with deficient open space;

(ii) Any failure that may occur in the Mechanical Parking System/ Car Lift devises and systems installed and provided by the Promoters on the said property;

(iii) Any inadequacy in area/ sub-standard size of the room being provided by the Promoters who has been carrying out the development of the said building on the said property;

(iv) There being any inadequate maneuvering space of car parkings by the Promoters in the said building;

(v) Any leakages caused or occasioned on account of the any toilets/ bathrooms being located and situated above the said premises.

46. Within a period of 5 (five) years from the date of handing over of the possession of the said Flat to the Allottee ("**Defect Liability Period**"), if the Allottee brings to the notice of the Promoters any structural defect in the said premises or in the Proposed Building, then wherever possible such defects shall be rectified by the Promoters, at its own cost and expense and in case where it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA and RERA Rules PROVIDED HOWEVER the Allottee shall not carry out any alterations of the whatsoever nature in the said premises and in specific any alteration to the structure of the Proposed Building, which shall include but not limited to alteration to columns, and beams of the Proposed Building. The Allottee shall not make any alterations to any of the fittings, pipes, water supply connections or any erection or make any alteration in the bathroom, toilet or kitchen of the said premises, which may result in seepage of the water. If any of such work is carried out, without the written consent of the Promoters, then the defect liability of the Promoters shall automatically become

inoperative. The word "defect" herein shall mean only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoters and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said premises / Proposed Building by the Allottee or other occupants of the Proposed Building.

47. The Allottee shall be responsible to maintain the said premises in a proper manner and take all due care needed including but not limited to taking of due care of the joints in the tiles installed in the said premises by regularly filling white cement/epoxy therein, so as to prevent water seepage. Where the manufacturer's warranty as shown by the Promoters to the Allottee expires before the Defect Liability Period and such warranty is covered under the maintenance of the said premises / Proposed Building and if the annual maintenance contracts are not renewed by the Allottee/ Legal Entity, then the Promoters shall not be responsible for any such defects occurring during the Defect Liability Period. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the said premises / Proposed Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is also further agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used the said premises / Proposed Building, keeping in mind the aforesaid agreed conditions.
48. The Allottee agrees to sign and deliver to the Promoters before and after taking possession of the said Premises all writings, papers, documents, applications, etc. as may be necessary or required by the Promoters to put the intention of the parties as reflected herein into complete effect.
49. It is hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building as per the norms set by the Municipal Corporation. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same.
50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of right of any nature in law, in respect of the said Building or of the said property or any part thereof in favour of the Allottee and/or other Allottee of the Premises in the said Building. The Allottee shall have no claim save and except in respect of the said Premises/ shop/ commercial premise hereby agreed to be sold to him. The said Property including all open spaces, parking spaces, lobbies, staircases, lifts, recreation spaces, walls, compound wall/s, terraces including the right over walls, hoarding rights, will remain the property of the Promoters who shall be entitled to sell, transfer, deal with or dispose of the same in any manner it deems fit.
51. Irrespective of disputes, if any, which may arise, between the Promoters and the Allottee and/or the said Co-operative Society all amounts, contributions and deposits, including amounts payable by the Allottee to the Promoters under this

Agreement shall always be paid punctually by the Allottee to the Promoters and shall not be withheld by the Allottee for any reasons whatsoever, if so, then interest will be charged from the due date till the date of payment. This shall be without prejudice to the rights of termination available to the Promoters under this Agreement or otherwise.

52. In the event any Premises, parking spaces and any other premises or spaces remain unsold at any time, the Promoters shall not be liable to pay any maintenance charges and municipal taxes to the Society. All or any outgoings of any nature whatsoever including assessments, maintenance, repairs, water, electricity, security etc., shall be borne and paid by the Allottee and/or the Society. Such unsold premises and/or any other premises/spaces will continue to belong to the Promoters and Promoters alone shall be entitled to deal with and/or sell the same and the Allottee and/or the Society shall have no right, title, interest, claim or demand of any nature whatsoever into or upon the same and as and when the Promoters sell the same, the Allottee of such premises shall be admitted as member of the Society by the Society without charging any premium or any other extra payment.
53. The deposit that may be demanded by or paid to any authority including Corporation for the purpose of sanctioning the plans and/or issuing the Commencement Certificate and/or the Occupation Certificate and/or giving water connection to the said Building and the electric meter deposit to be paid to the relevant Supply Company, shall be payable by all the Premises in the said Building in proportion to the respective area of their Premises. The Allottee agrees to pay to the Promoters such proportionate share of the Allottee towards such deposits at the time of taking possession or within 7 days of demand, whichever is earlier.
54. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoters.
55. The Allottee shall present this Agreement when executed at the proper Registration Office, within the time limit prescribed by the Registration Act without fail and the Promoters or the Constituted Attorney appointed by the Promoters will attend such office and admit execution thereof, PROVIDED THAT the Promoters are informed well in advance about the same and provided with a copy of receipt of registration of such documents issued by appropriate authority within reasonable time. In case of default, the Allottee alone shall remain liable to penalty and/or punishment for his negligence. All the stamp duty and registration charges and all expensed incidental thereto shall be paid and borne by the Allottee.
56. All notices, demands, intimations, etc. to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served, if sent by Registered A.D. or Courier Services or U.P.C., to the Allottee at his address specified below:

Mr./ Mrs./ M/s.

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57. After possession or key of the said Premises is handed over to the Allottee, if any additions or alterations in or about or relating to the said Building and/or said Premises are required to be carried out by any Statutory Authority, the same shall be carried out by the Allottee of the Premises in the said Building at his own costs, expenses, risks and responsibilities without creating any nuisance in the Building or damaging the structure or elevation of the Building with the written consent of the Promoters or the Society whichever is then applicable and Promoters will not in any manner be liable or responsible for the same.
58. The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said Building to be constructed by the Promoters and/or the FSI benefits in respect of the said property, but the same shall be without effecting the rights of the Allottee in respect of the said Premises agreed to be purchased by the Allottee in terms of these presents.
59. Under no circumstances the possession of the said Premises/shops shall be given to the Allottee unless and until all payments required to be made under this Agreement by the Allottee or any other expenses related to the said Premises which are required to be paid by the Allottee have been paid by him.
60. The Allottee shall not be entitled to claim partition of his share in the said Premises in any manner whatsoever and the same shall always remain undivided and imitable.
61. All documents executed in pursuance hereto shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations and additions therein as the Promoters may deem fit and proper and including such other clauses which it thinks necessary and desirable.
62. The Allottee shall sign all papers and documents and do all other things that the Promoters may require him to do from time to time in this behalf including for safeguarding the interests of the Promoters and holders of other Premises in the said Building on the said Property.
63. All costs, charges and expenses in connection with the execution of these presents and for preparing, engrossing, including Stamp Duty and Registration Charges and other related charges of and incidental to this Agreement and all other agreements, covenants, deeds or any other documents, required to be executed by the Promoters and/or the Allottee, out of pocket expenses and all costs, charges and expenses arising out of or under these presents, as well as the entire professional costs of the Advocates or Solicitors for the Promoters including preparing and approving all such documents shall be borne and paid by the acquires of the tenements proportionately or by the Society. The Promoters shall not contribute anything towards such expenses. The Allottee immediately on demand in this regard shall pay the proportionate share of the costs, charges and expenses.
64. The Allottee have carefully gone through the documents and agreement they are entering into and have expressly understood the contents of the same.

65. Provisions of RERA and the rules made thereunder shall govern this Agreement.

66. This Agreement shall be subject to Mumbai jurisdiction.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**  
**(THE SAID PROPERTY)**

All that piece and parcel of land bearing Survey No. 21 Hissa No. 2 corresponding to C.T.S. No. 1305 A/1 admeasuring 768.7 sq. meters or thereabouts and the said building "Savitri CHS Ltd" consisting of Ground and Three Upper Floors standing thereon lying being and situate at Village Kandivali at M.G. Road, Nr. Vohra Colony, Opp. Raj Heights, Kandivali (West), Mumbai 400 067 within the Registration District and Sub-District of Mumbai Suburban and bounded as follows:-

On or towards North	: -
On or towards South	: -
On or towards West	: -
On or towards East	: -

**THE SECOND SCHEDULE HEREINABOVE REFERRED**  
**(THE SAID FLAT)**

All the right title and interest in respect of flat premises being Flat/ Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. Carpet Area equivalent to about \_\_\_ Sq. Mts. Carpet on the \_\_\_\_\_ Floor in the building known as "Sugra Heritage" being constructed on the property more particularly described in the FIRST Schedule hereunder written

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

SIGNED SEALED AND DELIVERED by the	}
Within named "PROMOTERS"	}
<b>M/S MS. DEVELOPERS</b>	}
Through its PARTNER MR. HOZEFAN SONI	}

SIGNED AND DELIVERED by the	}
Within named "ALLOTTEE"	}
_____	}
_____	}
_____	}
_____	}
In the presence of ...	}

WITNESSES

1.

2.

**RECIEPT**

RECEIVED of and from the within named }  
a sum of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ ) }  
\_\_\_\_\_ Only) by Cash or }  
Cheque/P.O./D.D. bearing No. \_\_\_\_\_ Dated }  
\_\_\_\_\_ drawn on \_\_\_\_\_ }  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch, }  
being the amount of deposit of Earnest Money/ }  
Booking Amount, towards part payment as within }  
mentioned, required to be paid by the to us. }

Rs.\_\_\_\_\_/-

WE SAY RECEIVED

M/S MS. DEVELOPERS

WITNESSES:-

1.

2.

\*\*\*\*\*

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018  
\*\*\*\*\*

BETWEEN

**M/S MS. DEVELOPERS** ..PROMOTERS

AND

\_\_\_\_\_ ..ALLOTTEE/S

\*\*\*\*\*

**AGREEMENT FOR SALE**

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**D. M. LEGAL ASSOCIATES**  
**Advocates and Solicitor**  
**10<sup>th</sup> Yashwant Chambers, 3<sup>rd</sup> Floor,**  
**Behind Fab India, Kala Ghoda,**  
**Fort, Mumbai 400 023**