

LETTER OF ALLOTMENT

Ref. : Allotment of Shop/Office/Flat No. _____ admeasuring _____ sq.ft. on _____ floor in proposed building to be constructed on all that piece and parcel of land or ground bearing No.286/1 and 2 of Revenue Village and City Survey Borivali, Taluka and Registration Sub District Borivali and registration District Mumbai Suburban and bearing original plot no.109 and old final plot no.171 and new final plot no.212 of Town Planning Scheme No.III Borivali admeasuring about 1047.38 Sq.Mtrs situated at L.T. Road, Borivali (West), Mumbai – 400 092 in the redevelopment project of New Gopal Premises Co-Operative Society Ltd.

Dear Sir/Madam,

1. **M/s. KAMLA REALTY (BOMBAY)** (hereinafter referred to as the Promoter) are absolutely seized and possessed of and otherwise well and sufficiently entitled to the above mentioned Property by and under a Development Agreement dated 28th September, 2011, duly registered with the Sub Registrar of Assurances at, Borivali, Mumbai vide Sr. No.BDR-11/08441/2011.
2. The building/structures standing on the said Property was occupied by various Members of the Society.
3. The Promoters herein have undertaken redevelopment of the said Property under provisions of Development Control Regulations and obtained the necessary permissions/ sanctions from the Concerned Local Authorities including IOD and CC and have commenced construction of a Building on the said property as per the sanctioned building plans for commencing the redevelopment of the said property. The Promoters agrees to obtain necessary permissions/sanctions from the Concerned Local Authorities, as may be required to complete the project.
4. Pursuant to negotiations held between us and yourself, we hereby agree to allot you Shop/Office/Flat No. _____ and admeasuring _____ sq. ft. Carpet Area on _____ Floor along with _____ Car Parking Space bearing no. _____ in the proposed new building to be constructed by us on the said property (hereinafter referred to as the "said Premises"). We have shown you the tentative floor plan of the flat and we will be entitled to change / alter the said plan as per the requirements of the orders of the concerned statutory authorities. The Carpet area shall have the same meaning as is assigned under Real Estate (Regulation and Development) Act, 2016.
5. The total amount/consideration for the said premises and Car Parking Space shall be Rs. _____ (Rupees _____ Only) (subject to deduction of Tax at Source (TDS) plus GST plus any other applicable tax, as per the present law). We further confirm that we have received a sum of Rs. _____ Only, vide cheque No. _____ dated _____ drawn on _____

Bank as earnest money deposit, for the said premises on or before execution of this letter of Allotment, a receipt of which amount is hereby confirmed. The payment schedule for the balance amount is to be made as per the attached **Schedule - I** in accordance with the construction work in progress of the project.

6. Timely payment of the consideration as mentioned in Schedule I is the essence of this Allotment Letter. Any delay in payment would attract interest and /or cancellation of this Allotment Letter at our sole discretion, as mentioned above. If any payment of the installments mentioned in the Schedule-I is delayed, you shall be bound and liable to pay interest as per MAHA RERA Rules, with monthly rests on all the amounts which become due and payable by you to us till the date of actual payment. The amount of interest may be informed to you from time to time or on completion of the said project and you shall be liable to pay the same as and when demanded before the possession of the said Premises is handed over to you. If there is default of payment by you of any of the Installments mentioned in Schedule I, then we shall be entitled to terminate this letter of allotment and forfeit to ourselves 10% of the amount till then paid by you plus GST or any other tax as applicable and refund to you the balance amount paid by you till the date of termination but without interest and you will accept the same in full satisfaction of all your claims under this letter of allotment.
7. The building of which the said premises forms a part, is to be constructed in accordance with sanctioned building plans, standard specifications and usual amenities and other facilities.
8. We will be entitled to carry out such modification, additions, alterations and/or changes in the building plans in respect of the proposed building to be constructed on the said property as per the requirement of the orders of the concerned statutory authorities. We shall develop the said property as per the municipal sanctioned plans and shall be entitled to change building plans for optimal utilization of common areas and facilities and as may be necessary for better planning, beneficial use and enjoyment of the said Property. In the event any additional FSI/ TDR, premium FSI or incentive/ compensatory FSI/fungible FSI/TDR etc. becomes available at any time hereafter and is sanctioned on the said Property, we shall be entitled to utilize the same on the said Property by either constructing additional floors on the proposed building or by constructing any additional structures by way of additional wings or by extension of the said building (either vertical or horizontal) and for which you have granted your consent provided that such additional construction does not affect or reduce the area of the said premises allotted to you hereunder.
9. You shall be given inspection of all the documents of title and true copies of Intimation of Disapproval, Commencement Certificate, the present and proposed plans and the specifications of the said building, which is in the process of being constructed by us on the said property as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under and under the provision of

Maharashtra Ownership of Flats Act, 1963 to the extent they are applicable;

10. The said Project of development of the said Property is registered under the provisions of the RERA Act, with the Maharashtra Real Estate Regulatory Authority.
11. We have mutually earmarked the said premises to be allotted to you on the tentative floor plans. However, we, reserve the right and entitlement to change and/or alter the said plan, if required, whilst seeking approval & sanction of the concerned local and Municipal Authorities, but the area of the said premises will remain the same, save and except by a margin of \pm 3% thereof which maybe caused due to the internal finishing work that is undertaken by us in the said premises or minor variations in the building plans, site conditions etc.
12. It is expressly clarified and confirmed that in the event of future building potential being available in respect of the said property, we shall be absolutely entitled to consume and/or utilize the same and that you have no right in respect of the same and/or any other development rights on the said property and your right is restricted only to have possession/ownership of the said premises.
13. Apart from the consideration in respect of the said premises, the following additional amounts shall be payable by you at the time of execution of the said Agreement for Sale in respect of the said Premises:

Details of other payments agreed payable by the Allottee/s /Purchaser to the Developers in addition to the consideration or sale price	Amount
Share application money and entrance fees	
Admission fees	
Proportionate share of municipal taxes and other charges/levies	
Towards provisional monthly contribution of outgoings of the society for 12 months including common area maintenance charges	
Towards Development charges, and charges towards Water, Gas, electricity meter, substation charges and other utilities etc.	
Legal costs, charges including professional costs	

You hereby agree to pay such further amount or amounts, if, any of such deposits or payments referred to above, get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by us, or for any such new deposit or payments as are required to be made by us in respect of the said premises.

14. You shall not be entitled to assign and/or transfer interest of the allotment letter in favour of any other party without our written consent.

15. Common areas, external amenities, Terrace etc. which form part of the Society will be exclusively retained by us till they are handed over to the Society, when the entire development work in respect of the said Property is concluded.
16. Pending the execution of the Agreement for Sale, we have issued this Letter of Allotment in respect of the said premises and you shall be required to execute such Agreement upon which the same shall be binding on both the parties. The miscellaneous charges shall be set out in more detail in the Agreement for Sale and you will be bound to pay the same. On the execution and registration of the Agreement for Sale, this Allotment Letter shall be ipso facto cancelled and shall be treated as null and void. This original Letter of Allotment shall be superseded by the Agreement for Sale. The Stamp Duty, Registration Fees, GST, Statutory Government Taxes, Applicable Levies and Charges and all other miscellaneous charges and all such additional charges shall be solely borne and paid by you as and when required and applicable in respect of the said premises/Agreement for Sale.
17. This Letter of Allotment records only the allotment of the said premises to you and sets out the broad terms. The detailed Agreement setting out all the terms and conditions will be prepared and finalised by our Advocates and you shall be required to execute such Agreement within 30 days of written intimation in that behalf by us upon which the same shall be binding on both the parties. The miscellaneous charges and other contributions by way of deposits and government taxes and charges will be set out in more detail in the Agreement for Sale and you will be bound to pay the same.
18. We shall be entitled to raise loan/finance by way of mortgage on the said Property/Development rights/Sale components of the project, from Banks and financial Institutions, NBFC, Company or any other Party and you hereby give your unconditional consent and no-objection for the same.
19. Timely payment is the essence of this Allotment Letter. Any delay in payment would attract interest and / or cancellation of this Allotment Letter at the sole discretion of the Promoter, as mentioned above.
20. You shall, subject to fulfillment of the terms and conditions of this letter of allotment and compliance of all the terms of the agreement for sale, to be executed hereinafter, be enrolled as new member of New Gopal Co-operative Society Ltd subject to rules/regulations and bye-laws of the Society.
21. Pending the execution of the Agreement for Sale, we have issued this letter of allotment to you and accepted the provisional booking of the above premises. Immediately, after the execution of regular agreement for sale between the parties, this allotment letter shall have no effect and it will be treated as null and void subsequently and the same shall have to be surrendered to us at the time of execution of the detailed Agreement for sale as is specified under the Real Estate (Regulation and Development) Act, 2016. In that event you will be given credit in the agreement for sale of the amount paid by you under this letter of allotment.

22. You have agreed that terms and conditions of this allotment letter and subsequent regular agreement for sale thereof, shall override all the terms and conditions mentioned and contained in any brouchers, advertisement, catalogues or any canvassing materials given by us and/or our agent as well as all representations made by us and/or our agents in connection with the said premises and redevelopment.
23. This letter of Allotment shall be final and binding on you and shall not be altered or modified in any manner whatsoever, unless mutually agreed between us in writing.

In view of your acceptance of all the terms and conditions of this Letter of Allotment, you are requested to sign herein below.

Thanking you,

Yours truly,

For Kamla Realty (Bombay)

Partner

I hereby confirm and agree the terms and conditions of the allotment letter.

I/We confirm

ALLOTTEE/S / PURCHASER/S

Payment Schedule- I

Payment Plan

i. Amount of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration), to be paid to the Promoter , on or before the execution of the Agreement for Sale.

ii. Amount of Rs. _____ (Rupees _____ only) (not exceeding 30% of the total consideration), to be paid to the Promoter , within 7 days after the execution of Agreement for Sale.

iii. Amount of Rs. _____ - (Rupees _____ only) on completion of Plinth of the building in which the said Premises is located (not exceeding 45% of the total consideration), within 7 days on the issue of demand note/invoice by the Promoter.

iv. Amount of Rs. _____ - (Rupees _____ only) on completion of Slabs of the building in which the said Premises is located (not exceeding 70% of the total consideration), within 7 days on the issue of demand note/invoice by the Promoter.

v. Amount of Rs. _____ - (Rupees _____ only) on completion of walls, internal plaster, floorings doors and windows of the building in which the said Premises is located (not exceeding 75% of the total consideration), within 7 days on the issue of demand note/invoice by the Promoter.

vi. Amount of Rs. _____ - (Rupees _____ only) on completion of Sanitary fitting, staircases , lift wells, lobbies up to the floor level of the said Premises (not exceeding 80% of the total consideration) , within 7 days on the issue of demand note/invoice by the Promoter.

vii. Amount of Rs. _____ - (Rupees _____ only) on completion of external plumbing , external plaster , elevation, terraces with water proofing of the building in which the said Premises is located (not exceeding 85% of the total consideration) , within 7 days on the issue of demand note/invoice by the Promoter.

viii. Amount of Rs. _____ - (Rupees _____ only) on completion of lifts , water pumps, electrical fittings , electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building in which the said Premises is located (not exceeding 95% of the total consideration) , within 7 days on the issue of demand note/invoice by the Promoter..

ix. Balance Amount of Rs. _____ /- (_____) against and at the time of handing over of the possession of the Premises to the Purchaser/Allottee on or after receipt of occupancy certificate or completion certificate.

AGREEMENT FOR SALE

This Agreement made at Mumbai this _____ day of _____ in the year Two Thousand and _____ between **KAMLA REALTY (BOMBAY)**, bearing PAN : **AALFK5436D**, a Partnership Firm registered under the Indian Partnership Act, 1932, having its office at 101, Mayur Tower, Junction Off Chandavarkar and Eksar Road, Borivali (West), Mumbai - 400 092; herein after referred to as "**The Promoter**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

bearing PAN _____
having address at _____ 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 Individuals, his/her/their heirs, executors and administrators and permitted assigns, in case of HUF, the Karta for the time being from time to time, in case of a Firm, the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of Company, its successors and permitted assigns) of the **OTHER PART**.

WHEREAS

(i) WHEREAS by a Deed of Conveyance dated 28-09-2011 registered with the Sub-Registrar of Assurances, Borivali, Mumbai under Sr. No. BDR-11/08440/2011 on 28-09-2011, the Society is absolutely seized and

possessed of and / or sufficiently entitled to all that pieces and parcels of land bearing New FP (212) formerly being a part of Old FP No.171 of village Eksar, Taluka Borivali admeasuring 1047.38 sq. mtrs. as more particularly described in the Schedule of the said Conveyance and situated at L.T. Road, Borivali (West), Mumbai Suburban District, admeasuring 1047.38 sq. mtrs. as more particularly described in the Schedule of the said Conveyance and situated at L.T. Road, Borivali (West), Mumbai Suburban District, as more specifically mentioned in the Schedule here under written ("hereinafter referred to as **the Project Land**");

- (ii) AND WHEREAS, since the date of construction of the said building in the year 1975, there exists compound wall with a gate around the said property and the same is in exclusive use, occupation, possession and enjoyment of the Society herein;
- (iii) AND WHEREAS, under the provision of the Development Control Regulations (DCR), it is possible to avail of the benefits of the Transferable Development Rights (T.D.R.) on the said property and to utilize the same on the said property in addition to FSI of the said Plot area. The Society intend to undertake and carry out the said redevelopment on the said property on which the said building is situated by demolishing the existing building and constructing a new building in its place by using the existing FSI, additional FSI available and the required TDR.

- (iv) AND WHEREAS, by the Development Agreement dated 28th September, 2011 (hereinafter referred to as the "**said agreement**") registered before the

Sub-Registrar of Assurances vide Sr.No.BDR-11/08441/2011 and Power of Attorney dated 28th September, 2011 registered before the Sub-Registrar of Assurances vide Sr.No.BDR-11/08442/2011 entered into between the said Society, New Gopal Premises Co-operative Society Ltd., of the One Part and the Promoter herein, therein called as "The Developers" of the Other Part, the Society and the members of the Society have granted to the Promoter development rights to the piece and parcel of the said plot of land bearing New Final Plot No. 212 of TPS-III, formerly being a part of Old FP No.171 of village Eksar, Taluka Borivali admeasuring 1047.38 sq. mtrs. as more particularly described in the Schedule hereinunder and situated at Lokmanya Tilak Road, Borivali (West), Mumbai Suburban District and to construct thereon building/s in accordance with the terms and conditions contained in the said Development Agreement and Power of Attorney executed with the said Society and its members.

(v) AND WHEREAS, the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

(vi) AND WHEREAS, the Society, being the Owner is in possession of the project land.

(vii) AND WHEREAS, the Promoter has proposed to construct on the project land, one building having Ground plus 13 upper floors.

(viii) AND WHEREAS, pursuant to the said Development Agreement, the Promoter herein have submitted the building plans with the MUNICIPAL CORPORATION OF GREATER BOMBAY (MCGM) for development of the said Property, the same have been sanctioned and I.O.D. dated 31-12-

2014 bearing No.CHE/A-5277/BP(WS)/AR of 2014-2015 has been issued and Commencement Certificate dated 8th February, 2018 bearing No. No.CHE/A-5277/BP(WS)/AR has been issued by the MUNICIPAL CORPORATION OF GREATER BOMBAY (MCGM) for construction of a building, comprising of ground plus seven upper floors on the said Project Land. The Promoter herein has also purchased T.D.R. in the name of the Society and applied with MCGM for the loading of said T.D.R. as available under the law to construct ground and ten upper floors of the building at the Project Land, as per the MCGM concession approved building plans and to be amended from time to time. Further the Promoters herein proposes to purchase additional T.D.R./Fungible F.S.I. in the name of the Society, and to amend the building plans, from time to time to be approved by the MCGM so as to finally construct on the project land, one building having Ground plus 13 upper floors.

(ix) AND WHEREAS, in the premises aforesaid, the Allottee/S is offered an Apartment bearing Shop/Office/Flat No. ____ on the ____ floor (herein after referred to as the said "**Apartment**") in the Building called 'NEW GOPAL PREMISES CO-OPERATIVE SOCIETY LIMITED' (herein after referred to as the said "Building") being constructed by the Promoter.

(x) AND WHEREAS, the Promoter has entered into a standard Agreement with Mr. Rasik P. Hingoo Architect of M/s. Rasik P. Hingoo Associates registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(xi) AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Maharashtra Real Estate Regulatory

Authority at Mumbai bearing no._____;

Authenticated copy is attached in Annexure'A';

(xii) AND WHEREAS, the Promoter has appointed Shri Kirti H. Shah of M/s. Paras Consultants as R.C.C./structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.

(xiii) AND WHEREAS by virtue of the Development Agreement/Power of Attorney, the Promoter has sole and exclusive right to sell the Apartment in the said building/s to be constructed by the Promoter on the said project land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

(xiv) AND WHEREAS, on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Rasik P. Hingoo Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made there under and the Allottee/s has understood the documents and information of future development in all respects. The Allottee/s has agreed and consented to the development and also to the future development;

(xv) AND WHEREAS, the authenticated copies of Certificate of Title issued by the Advocate of the Promoter and authenticated copy of the Property Card, showing the nature of the title/rights of the Promoter to the project

land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B' and 'C', respectively.

(xvi) AND WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'D-1'.

(xvii) AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project land have been annexed hereto and marked as Annexure 'D-2',

(xviii) AND WHEREAS, the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'E'

(xxxiv) AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

(xix) AND WHEREAS, while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or

occupancy certificate in respect of the said building shall be granted by the concerned local authority.

(xx) AND WHEREAS, the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

(xxi) AND WHEREAS, the Allottee/s has applied to the Promoter for the allotment of an Apartment- Shop/Office/Flat No. _____ on _____ floor situated in the building being constructed on the said Project Land.

(xxii) AND WHEREAS the Promoter has informed to the Allottee/s that the Promoter has availed of certain loans/financial facility/assistance from _____ (hereinafter referred to as "**the Mortgager/Lender**") and as a security for repayment of such loans/financial facility/assistance, the rights of the Project Land held by the Promoter and certain units/premises/flats in the Proposed Sale Component of the building (including the said units/flats/premises/) and the receivables from the project under development have been mortgaged by the Promoter in favor of the Lender vide an Agreement/Indenture of Mortgage dated _____ which is registered with the Sub-Registrar of Assurances, under number _____ and the transaction hereby contemplated is subject to the terms of the No Objection (NOC) issued by the said Lender on _____, 20____. A copy of the said NOC dated _____, 20____ issued by the Lender is annexed hereto and marked as Annexure 'F'. The Allottee/s has/ have executed this Agreement after understanding the aforesaid in all respects.

(xxiii) AND WHEREAS, the Allottee/s has applied to the Promoter for allotment of an Apartment- Shop/Office/Flat No. _____ on _____ floor, in the building being constructed.

(xxiv) AND WHEREAS, the carpet area of the said Apartment- Shop/Office/Flat is _____ square meters equivalent to _____ square feet and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

(xxv) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(xxvi) AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(xxvii) AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing no._____;

(xxviii) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

(xxix) AND WHEREAS, the Allottee/s is/are aware that the Promoter has approved building plans for the construction of the building with deficient open spaces and the Allottee/s being aware of the same will not hold the MCGM liable for dereliction of duty, further in this connection the Purchaser/s and through him/her/them the Society will not object to any development of the adjacent plot in future with respect to the deficient joint open space and the Promoter shall also handover the documents to the Society within 30 days from the date of obtaining the Occupation Certificate and the Promoter has executed registered undertaking in favor of the Municipal Corporation in this regard.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the covered parking.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building on the project land consisting of, one building having Ground plus 13 upper floors in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment-Shop/Office/Flat No. _____ of carpet area admeasuring _____ sq. metres on _____ floor _____ in the building 'New Gopal Premises Co-Operative Society Limited.' (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexure 'E' for the consideration of Rs. _____/- includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered parking spaces bearing Nos. _____ situated at _____ floor being constructed in the said building of the Project land (hereinafter referred to as "**Vehicle Parking Space**") as shown in the Floor plan thereof hereto annexed and marked Annexure 'G' for the

consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs._____/-.

1(c) The Allottee/s has paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner :-

- i. Amount of Rs._____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter, within the period of 7 days after the execution of Agreement.
- ii. Amount of Rs._____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter, on completion of the Plinth of the building where the said Apartment is located, within the period of 7 days, on the issue of demand note/invoice by the Promoter.
- iii. Amount of Rs._____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs of the building in which the said Apartment is located within the period of 7 days, on the issue of demand note/invoice by the Promoter.
- iv. Amount of Rs._____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment within the period of 7

days, on the issue of demand note/invoice by the Promoter.

- v. Amount of Rs._____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment within the period of 7 days, on the issue of demand note/invoice by the Promoter.
- vi. Amount of Rs._____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located within the period of 7 days, on the issue of demand note/invoice by the Promoter.
- vii. Amount of Rs._____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located within the period of 7 days, on the issue of demand note/invoice by the Promoter.
- viii. Balance Amount of Rs._____/- (Rupees _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate from the Competent Authority.

The Promoter shall intimate the amount payable as stated above,

by issue of demand note/invoice or by digital email to the Allottee/s and the Allottee/s shall make payment of such due amount within 7 days from the date of receiving such intimation/digital email. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Service Tax, VAT, GST and such other taxes, cesses, charges, etc. without any delay along with each installment.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter and to be recovered from the Allottee/s, by way of Value Added Tax, Service Tax, Goods & Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of Land and carrying out the Project payable and recoverable by the Promoter up to the date of handing over the possession of the Apartment, on or after the receipt of occupation certificate from the Competent Authority.

The Total Price above excludes any up-gradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other extra facilities/amenities, which have been done on at the request of the Allottee/s, which will be charged separately by the Promoter.

It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, VAT, GST and any other direct or indirect taxes, duties and impositions applicable, levied by Central/State Government and/or any other local, public or statutory authorities/bodies (including any increase thereof) on any amount payable under this Agreement and/or the transaction contemplated herein and/or in relation to the said premises, shall be borne and paid by

the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof and the Promoter is entitled to recover said dues from the Allottee/s.

1 (e) The Allottee/s shall be entitled to deduct Income Tax Deducted at Source (“TDS”) in accordance with the provisions of the Income Tax Act, 1961, if it is applicable, simultaneously with the payment of the aforesaid installments to the Promoter. The Allottee/s shall forthwith (however, not later than the prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Central Government Treasury, in the account of the Promoter and shall submit the requisite TDS Certificate to the Promoter. The Non-payment of TDS amount and non-submission of TDS Certificate, by the Allottee/s in the name of the Promoter, as required under the Income Tax Law, shall be considered a breach of this Agreement by the Allottee/s.

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

1(g) Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as stated above, the Allottee/s shall make all the payments, on demand by the Promoter, within the stipulated time, as mentioned in the payment plan through A/c payee cheque/demand draft or NEFT/RTGS/online payment maintained with RERA designated **Current Account No. 6591470025, Kamla Realty (Bombay)** (hereinafter referred to as "**the said Account**), maintained with **Indian Bank (Borivali-West) branch**, Ground floor, Natasha Manor-A, Chandavarkar Road, Borivali (West), Mumbai, having IFSC Code : IDIB000B086.

1(h) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments (inclusive of GST and taxes) payable by the Allottee/s by discounting such installment @ _____ %per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(i) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any

increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(j) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/they under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy certificate in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees/s after receiving the occupancy certificate from the competent authority. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in

clause 1(c) herein above. (“**Payment Plan**”).

2.3 Without prejudice to the rights of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per MAHARERA Rules, with monthly rests, on all the amounts which have become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1799.85 square meters (BUA) and Promoter has planned to utilize Floor Space Index of 3393.51 square meters (BUA) by availing of TDR/FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Total Floor Space Index of 3393.51 square meters (BUA) a proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of

apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the MAHARERA Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the MAHARERA Rules, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to

terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund, the balance if any, of the installments of the consideration, which may till then have been paid by the Allottee/s to the Promoter, after forfeiting 10% of the total aggregate consideration, (as specified in clause 1(b) hereinabove), as reasonable, pre-estimated, genuine, and agreed liquidated damages, within 30 days from the date of such termination of the Agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts to be provided by the Promoter in the said building and the Apartment, are set out in Annexure 'H', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before 31st December, 2020. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 2.3 and 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;
- (ii) any force majeure events;
- (iii) any notice, order, rule, regulations, notification or directive of the Government and/or any local or public or private body or authority and/or any other competent authority or any court or tribunal or any quasi-judicial body or authority;
- (iv) any stay order or injunction issued by any court of law/ competent authority;
- (v) any other circumstances that may be deemed reasonable by the authority;
- (vi) any delay in procurement/grant of any permission, certificate, consent and /or sanction from the competent authority.

7.1 **Procedure for taking possession -**

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment (**“Possession Notice”**), to the Allottee/s in terms of this Agreement, to be taken within 15 days (fifteen) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s.

The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities,

documentation on part of the Promoter.

The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees/s, as the case may be.

The Promoter on its behalf shall offer the possession (**"Possession Notice"**), to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice (**"Possession Notice"**), from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

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

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

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

to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Real Estate (Development & Regulation) Act & MAHA RERA Rules.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of Shop/Office/Flat. He/she/they shall use parking space only for purpose of keeping or parking vehicle.
9. The Allottee/s undertakes not to sell/transfer/lease/assign or otherwise transfer rights, title and interest in the said premises, without the No Objection Certificate (NOC) in writing from the Promoter till the occupation certificate is granted from the competent authority.
It is agreed that Promoter is entitled to charge minimum administrative cost of Rs.25,000/- for the issue of such NOC to the Allottee/s.
10. The Allottee/s along with other Allottee/s of Apartment in the building shall join as incoming member of the Society and for this purpose, also from time to time, sign and execute the application for membership and the other papers and documents, including bye-laws/regulations of the Society, which are to be duly filled in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to intimate Managing Committee of the Society, for the admission of such Allottee/s, as the members of the Society. No objection shall be taken by the Allottee/s in the bye-laws and regulations of the Society, which are already approved by the General Body of the Society and/or by the Registrar of Co-operative Societies, Mumbai, Maharashtra.

- 10.1 The Promoter has already caused conveyance, of all rights, title and the interest of the Vendors and/or the Original Owners of the project land in which the said Building/Apartment is situated.
- 10.2 Within 15 days after notice in writing is given by the Promoter to the Allottee/s, that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s, irrespective of the fact, that the said Allottee/s is admitted as a members of the Society, pursuant to this Agreement and he/she/they shall pay to the Promoter such proportionate share of outgoings as may be determined, till the time he/she/they is/are duly admitted as the members of the Society.
The Allottee/s further agrees that till the Allottee/s share is so determined and he/she/they be admitted as a member of the Society, the Allottee/s shall pay to the Promoter, provisional monthly contribution of Rs._____/- (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until he/she/they is/are be admitted as a members of the Society, pursuant to this Agreement.

11. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- (i) Rs._____/- towards share money, application, entrance fees of the Society
- (ii) Rs._____/- towards admission as member of the Society.
- (iii) Rs._____/- towards proportionate share of municipal taxes and other charges/levies in respect of the Society.
- (iv) Rs._____/-towards provisional monthly contribution of 12 months towards outgoings of Society, including common area maintenance charges till the Allottee/s is admitted as a member of the Society.
- (v) Rs._____/- towards Development charges, Water, Electric, Gas and other utility and services connection charges.

11.1 The Allottee/s shall pay to the Promoter a sum of Rs._____/- (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts paid by the Allottee/s with the Promoter.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows:

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

implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except (1) Suit No.442 of 2016 wherein Hon'ble Bombay High Court has directed Defendant No.5 of the said Suit, to collect the sale proceeds of the goods, worth Rs.500/- from The Prothonotary & Senior Master of the Bombay High Court, when such goods were collected from the premises of the Defendant No.5, at the time of vacating of the premises and demolition of the building structure, (2) Civil Suit NO.1440 of 2016, wherein Hon.Civil Court has refused ad-interim relief to the Plaintiff of the Suit (Defendant in 1 above).
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.
- vi. The Promoter has the right to enter into this Agreement and has not

committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement except loan/mortgage agreement entered with _____ as mentioned in clause (xxvii) herein above, in these presents, which has enabled the Promoter to augment the funds for the development of the project land, including the Project and the said Apartment. The Promoter shall clear the mortgage debt/loan in respect of the said Apartment before the execution of this Agreement by obtaining no objection certificate from the concerned Mortgager/Party.
- viii. The Promoter confirms, that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s/Society.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.

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

- i. To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused

to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other

structural members in the Apartment without the prior written permission of the Promoter and/or the Society an/or the concerned local authority/competent authority.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold/allotted.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the

possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up together with applicable interest thereon, if any.

- x. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement and/or in accordance with the rules, regulations and the bye-laws of the Society.
- xi. Till occupation certificate from competent authority is received for the building/project under development, the Allottee/s and the Society, shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof and to do construction/development of the project upon the project land.

14. The Promoter shall maintain a separate account in respect of sums

received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the admission as a member of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

17. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter

or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO
ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

21. SEVERABILITY

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

**22. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project,

the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

23. FURTHER ASSURANCES

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

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and by the Allottee/s, at a place, which may be mutually agreed between the Promoter and the Allottee/s. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the office of the Sub-Registrar, Mumbai. Hence, this Agreement shall be deemed to have been executed at Mumbai.

25. The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
26. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee/s

_____ (Allottee/s address)

Email ID: _____

PAN : _____

M/s. Kamla Realty (Bombay), (Promoter)

101, Mayur Tower, Jn. of

Chandavarkar & Eksar Road,

Borivali (West), Mumbai – 400 092

Email ID: kamlagroup@yahoo.com

PAN : AADCK4563C

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case maybe.

27. **JOINT ALLOTTEES**

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

28. STAMP DUTY AND REGISTRATION

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

29. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then such dispute shall be referred to the MAHA RERA Conciliation and Dispute Resolution Forum/MAHA RERA Authority for settlement, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and MAHA RERA Rules.

30. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground situate lying and being at Lokmanya Tilak Road, Borivali (West) in Greater Mumbai, bearing City Survey No.286/1 and 2 of Revenue Village and City Survey Borivali, Taluka and Registration Sub District Borivali and registration District Mumbai Suburban and

bearing original plot no.109 and old final plot no.171 and new final plot no.212 of Town Planning Scheme No.III Borivali admeasuring about 1047.38 Sq.Mtrs. and bounded as follows.

On or towards the East : By the Property bearing Final Plot No.211

on or towards the West : By the property bearing Final Plot 216

On or towards the south : By the property bearing Final Plot No.213

On or towards North : By Lokmanya Tilak Road

SECOND SCHEDULE ABOVE REFERRED TO

All that Apartment being Shop/Office/Flat No. _____ on _____ floor, admeasuring _____ sq. ft. carpet area equivalent to _____ sq. meter and Parking Space No._____ on _____ floor, in new building consisting of one building having Ground + 13th upper floors and to be known as 'New Gopal Premises Co-Operative Society Limited.' and being constructed on the plot of land mentioned in the First Schedule hereinabove referred to.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED THE ALLOTTEE/S)

INCLUDING JOINT ALLOTTEE)

(1))

PAN :)

(2))

PAN)

In the presence of)

(1)

(2)

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED THE PROMOTERS)

Please affix photograph and sign across the photograph

KAMLA REALTY (BOMBAY))
Pan No.:AALFK5436D)
Represented through its Partner)
MR. DWARKESH D. SHETH)
MR.AJAYPAL B. RAWAL)
In the presence of)
(1)
(2)

RECEIPT

Received with thanks a sum of Rs._____/- (Rupees _____ only) by Cheque/RTGS/NEFT from Mr./Mrs._____ towards Earnest Money Deposit or Application Fee of his/her/their Shop/Office/Flat No._____ on _____ Floor and Parking Space No._____ on _____ floor, at New Gopal Premises Co-Operative Society Limited., L.T. Road, Borivali (West), Mumbai - 400 092.

Date	Cheque No.	Bank Name	Amount

For M/s. Kamla Realty (Bombay)

Partner

ANNEXURE - 'A'

(Authenticated copy of the Registration Certificate of the Project granted by the Maharashtra Real Estate Regulatory Authority)

ANNEXURE -'B'

Legal Title Certificate

ANNEXURE -'C'

(Authenticated copies of Property Card record, showing nature of the title of the Owner/Society to the project land)

ANNEXURE -'D-1'

Authenticated copy of Plan of Layout

ANNEXURE -'D-2'

Authenticated copy of Plan of Layout proposed by Promoter

ANNEXURE- 'E'

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE-'F'

No Objection Certificate Issued by Mortgager/Lender for the said Apartment

ANNEXURE-'G'

Authenticated copy of Parking Space

ANNEXURE - 'H'

List of Amenities

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DATED THIS DAY OF, 2017

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Mr./Mrs.

ALLOTTEES

TO

M/s. Kamla Realty (Bombay)
"PROMOTERS"

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AGREEMENT FOR SALE

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