

**Allotment Letter**

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

**To,**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dear Sir/ Madam,**

**Sub:** Allotment of Shop/Office/Flat No. \_\_\_\_ on \_\_\_\_ Floor in the proposed new Commercial cum Residential Building to be known as “**SUMUKH PLAZA**” to be constructed on final plot No. 539, TPS IV, Mahim Division, situated at off Bhawani Shankar road Opp. Jogani Industrial Estate, Dadar (West) Mumbai - 400028.

We as a Developer herein refer to your meetings with our sales team. As per your request contained in the booking form, we are pleased to allot to you Shop/Office/Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs RERA Carpet area on the \_\_\_\_\_ floor in the proposed new Commercial Residential building to be known as “**SUMUKH PLAZA**” to be constructed on final plot No.539, TPS,IV, Mahim Division, situated at off Bhawani Shankar Road, opp. Jogani Industrial Estate, Dadar (West) Mumbai – 400028 along with \_\_\_\_\_ car Parking space in Mechanical Tower Parking for a lump consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) subject to the terms and conditions contained herein.

We hereby confirm the payment of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only equivalent to 10% of Consideration Amount towards booking amount, as per below mentioned Cheque details:

Cheque no.	Bank Name / Dated	Amount

Upon the aforesaid payment of total 10% of Consideration Amount i.e. Booking amount, you shall make available yourself to register the Agreement for sale in respect of subject Shop/Office/Flat within 30 days from the date of issuance of this allotment letter, failing which we shall be free to cancel the Allotment letter of subject Shop/Office/Flat and further entitled to allot/sale subject Shop/Office/Flat to any third

party. We may grant you such further time extension for execution and registration of the agreement subject to payment of default interest as specified herein.

Balance payment of 90% of the Consideration Amount shall be made by you as per the payment schedule provided below :-

PAYMENT SCHEDULE STAGES		AMOUNT
20% of the consideration amount to be paid within 7 days from the date of execution of Agreement for sale Or on receipt of commencement Certificate, whichever is earlier.		
15% of the Consideration amount to be paid on completion of Plinth of the new building in which the subject Flat/Unit is located.		
25% of the consideration amount to be paid in installment on completion of each of the slabs of the new building in which the subject Shop/Office/Flat is located. The detailed Demand letter shall be issued in regards to the same.		
5% of the consideration amount on completion of walls, internal plaster, flooring, doors and windows of the subject Shop/Office/Flat.		
5% of the consideration amount on completion of sanitary fitting, staircases, lobbies to upto the floor of subject Shop/Office/Flat.		
5% of the consideration amount on completion of external plumbing, external plaster, elevation, terraces with waterproofing of the new building in which the subject Shop/Office/Flat is located.		
10% of the consideration amount on completion of lifts, water pumps, electrical fittings, entrance lobby's plinth protection, paving of areas appertain as stated in the Agreement for sale.		
5% of the consideration Amount i.e. balance amount at the time of handing over possession of the subject Shop/Office/Flat on or after receipt of occupancy certificate or completion.		
Other charges include Scanning charges, legal costs, charges and expenses upon execution of the		On Actuals

Agreement for sale		
Stamp Duty and registration fees		On Actuals to be paid directly to the authorities
GST or other Taxes		On Actuals as per the demand letter by the Developers

**Please note terms and condition of the Allotment :**

1.The Consideration Amount as mentioned above is escalation free, save and expect escalation/increases, due to increase on account of developers charges payable to the competent authority and/or any others increase in charges which may be levied or imposed by the MCGM/ Government from time to time. We shall enclose the said notification/order/regulation published/issued by the MCGM, Government or such other authority while raising the demand for payment of such increased/escalated amounts.

2. Apart from the consideration Amount, shall deposit with us the following amount on or before delivery of possession of the subject Shop/Office/Flat as per our demand letter :-

- i) Rs. \_\_\_\_\_ for share money, application entrance fee of the society.
- ii) Rs. \_\_\_\_\_ towards Society formation and registration charges.
- iii) Rs. \_\_\_\_\_ for proportionate share of taxes and other charges/levies in respect of the society.
- iv) Rs. \_\_\_\_\_for deposit towards provisional monthly contribution towards outgoing society.
- v) Rs. \_\_\_\_\_ for deposit towards water, electric and others utility and service connection charges.
- vi) Rs. \_\_\_\_\_ for deposits for electrical receiving and sub-station provided in layout.
- vii) Rs. \_\_\_\_\_ towards legal cost, charges and expenses, including professional cost of advocates/ solicitors of the developer in connection with formation of the society and for preparing its rules, regulations, bye-laws, etc.

3. Charges of Mahanagar Gas Limited (MGL) on actuals shall be paid by the Allottee/s.

4. The Developers may allow, in sole discretion, a rebate for early for payment by discounting such early payment at such rate as may be agreed by the Developers.

5. Timely payment is the essence of the allotment.

6. We shall send demand letter for each of the above payment mentioning the amount of the payments towards each heads including default interest etc. and the due date for such payment which shall be 7 days from the date of such demand.

**7.** Any communication including demand letter shall be sent to you via email on your email address or by post/courier at your address mentioned hereinabove. We shall not be responsible for non-receipt of our communications to you in case of any change in the address or email address not notified to us in writing and any such communication shall be deemed to be served upon you on the same being issued from our end.

**8.** You shall be liable to pay default interest as prescribed by the real Estate (Regulation and Developers) Act, 2016 and rules and regulation made thereunder as amended from time to time, on all delayed payment made after the due date as specified in our demand letter.

**9.** All the payment to be made by you shall be first adjusted towards the default interest and then towards the payment of installment of consideration amount or other payment as mentioned herein.

**10.** Upon you committing three defaults of payment of installments, we shall at our own option, may terminate this allotment after giving you a written notice of fifteen days. Upon termination of the allotment, we will refund the consideration amount paid by you without any interest thereon. We shall not be responsible for the refunds of any amounts paid by you towards Gst, Tds or any other taxes, levy, statutory charges, brokerages etc.

**11.** You hereby specifically agree that during your meeting with our sales team, we have given you sufficient information regarding our project and the Flat/Unit you propose to purchase. You have made your request for allotment of subject Flat/Unit, without relying on any of the publicity materials / advertisements published in any form or any channel by the developers or any third party in the past. You further confirm and undertake to not make any claims against the developers or seek cancellation of the allotment or refund of the monies paid for reason of anything contained in the publicity material / advertisement published in any form or in any channel.

**12.** This allotment in subject to the provisions of real Estate (Regulation and Development) Act, 2016 Rules and Regulations as applicable for the state of Maharashtra.

You are requested to sign this letter in duplicate to confirm your agreement to bind by the terms and condition contained herein.

Thanking You,

Yours Faithfully,

For Dharmesh Construction Co.

I/We Accept

Authorized Signatory

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made at Mumbai, this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ BETWEEN **M/s. DHARMESH CONSTRUCTION CO.**, a Partnership Firm ,  
having its registered office at Avior Corporate Park, LG-42, LBS Road, opp. Johnson &  
Johnson Co. Mulund (west), Mumbai-400 080, represented by / **through its duly  
authorized Partners SHRI ASHSIH RAGHWANI**, hereinafter referred to as “**THE  
DEVELOPERS**” (which expression shall unless it be repugnant to the context or  
meaning thereof be deemed to mean and include its successors and assigns) of the  
ONE PART

**A N D**

\_\_\_\_\_ Indian  
inhabitant/s, residing at \_\_\_\_\_  
\_\_\_\_\_, hereinafter called and referred to as  
**“THE PURCHASER/s”** (which expression shall unless it be repugnant to the context  
or meaning thereof mean and include his/her heirs, executors, administrators and  
assigns) of the OTHER PART.

**WHEREAS:**

1. By virtue of Indenture dated 12<sup>th</sup> October 1973, duly registered in the office of the  
sub-registrar of Assurance at Mumbai under No.BOM/2882 of 1973 **“SHREE MAULI  
CO-OPERATIVE HOUSING SOCIETY LTD.,”** a Society formed under provisions of the  
Maharashtra Cooperative Societies Act, 1960 having Registration No.BOM/HSG/3912  
of 1973 is the Owner and as such absolutely seized and possessed of or otherwise well  
and sufficiently entitled to all that piece and parcel land or ground hereditaments (   
hereinafter referred to as **“THE SAID LAND”**) and premises together with the  
structures/ Building/s known as “Pankaj” standing thereon (hereinafter referred to as  
**“SAID BUILDING”**) bearing Final Plot no.539, TPS IV (Mahim), admeasuring 702.34  
sq. Mtrs. or thereabouts situated at off Bhavani Shankar Road, opp. Jogani Industrial  
Estate, Dadar (West), Mumbai-400 028, Mumbai District ( hereinafter the said land  
together with the said Building are collectively referred to as the **“SAID PROPERTY”** )

2. The name of the said Society is recorded in the Survey Register for Town and Island of  
Mumbai/Property Register Card of the said property maintained by the City Survey and  
Land Records Department.

3. The said Building was constructed on the said Land as per sanctioned plan of MCGM  
bearing No. EB/5875/A/dated 12.11.1973. Subsequently the Building Occupation  
Certificate dated 24/08/1978 was issued by MCGM.

4. The Building of the said Society have been assessed by the Municipal Corporation of  
Greater Mumbai under Assessment Ward No. G/NORTH Ward Account  
No.GN0105680090000.

5. The said existing building comprising of 2 wings (viz. A & B), with Ground plus 3  
upper floors. The Existing members of the Society have right to hold, use and occupy  
their respective residential flats, who are at present occupying their respective  
residential flats by virtue of their holding shares in the Society.

6. The said existing building belonging to the Society have become very old (i.e.  
nearly \_\_\_\_ years old) and in dilapidated condition and requires extensive repairs  
besides which several works of improvements are required to be carried out to the  
building structure and cost of such repairs and renovations and improvements is  
considerable and the members of the Society are not interested to raise the funds for

carrying out the work of repairs, renovation and improvements and therefore, the Society members opted for redevelopment of the said Property by demolishing the said Building and construction of new Building (hereinafter referred to as “**the said New Building**”) by utilising the FSI originating from the said Property additional FSI (including TDR, Fungible FSI or by whatever nomenclature such FSI is referred to under the DCR, 1991 and DCPR 2034) up to the maximum potential of the said Property- inter-alia, for the benefit of its members had invited offers for the same instead of carrying out repairs repeatedly .

7. By **Development Agreement dated 27th March 2021, (hereinafter referred to as ‘the said Development Agreement’)** executed by and between the parties hereto and registered in the office of the sub-registrar of assurance at **Mumbai City, under Sr. No. BBE-4/5357/2021**, for the consideration and on the terms and conditions contained therein, the Society has granted the development rights of the said Property to the Developers i.e. **M/s. DHARMESH CONSTRUCTION CO.**, a registered Partnership firm under the provisions of Indian Partnership Act,1932, and having its registered office at Avior Corporate Park, LG-42, LBS Road, opp. Johnson & Johnson Co. Mulund (west), Mumbai-400 080.

8.By **Power of Attorney dated 27th March 2021**, registered in the office of the sub-registrar of assurance at **Mumbai City, under Sr. No. BBE-4/5359/2021**, the said Society through its office bearers also granted to the partners of the said Developer **M/s. DHARMESH CONSTRUCTION CO.**, and delegated various powers for doing various acts, things and matters in respect of the said property.

9. The Municipal Corporation of Greater Mumbai approved and sanctioned the building plans to be constructed on the said property and IOD has been obtained bearing No. \_\_\_\_\_,

10. The Developers shall construct building/s on the said Property in accordance with the rules and regulations of the municipal authorities.

11. The Developers intend to construct on the said property, the multistoried building with a view to allot residential Flats to the members of the Society and sell the remaining components thereof in the open market as they deem fit. ( hereinafter referred to as "**the Said New Building**" ). The said New Building shall consist of the commercial cum non-residential, residential, premises which is inclusive of the Shops/Offices/Flats/Units/Premises/Apartment/s etc.

12. The Developers shall provide the new premises and parking as agreed in the said New Building to the Present Members of the Society and sell the other sale premises therein to the outside purchasers as the Developers may deem fit subject to the Purchasers fulfilling the requirements of the Bye Laws of the Society;

13. As a result of the said Agreements, the Developers alone are entitled and enjoined upon to construct building/s on the said Property in accordance with the rules and

regulations of the municipal authorities. The Developer herein has the sole right to sell the Shops/Offices/Flats/Units/Premises/Apartment/s etc ; in the said New Building proposed to be constructed on the said property as described in the First Schedule hereunder written and to enter into regular prescribed Model Agreement/s for Sale with the prospective Purchaser/s of the said respective Shops/Offices/Flats/Units/Premises / Apartment/s etc. and to receive from him/ her/them/it the sale proceeds in respect thereof in part, full, final and complete consideration amount and in its sole and absolute discretion, as it may deem fit and proper.

14. The Developers arrived at arrangement with an Architect, who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the building has been done till the completion of the Building.

15. The Purchaser demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said property, the said Agreements, plans, designs and specifications prepared by the Developers' Architects, and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, sale, management and transfer) Act, 1963 read with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the rules made there under.

16. The copies of Certificate of Title issued by Advocate, copies of the Revenue Records showing nature of title of the Society/ Developers to the said property on which the said Building/s are to be constructed, I.O.D. from the Municipal authorities and Copies of plans and specifications of the premises agreed to be purchased by the Purchaser and approved by the concerned municipal authorities have been annexed hereto and marked as **Annexure "A", " B", "C" and "D"** respectively.

17. 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 Developers while developing the said Property and the said building and upon due observance and performance of which occupation certificate in respect of the said building shall be granted by the concerned local authority.

18. The Developers has accordingly commenced construction of the said building/s in accordance with the said plans.

19. The Purchaser is interested in purchasing the premises of the Building to be constructed on the said property and more particularly described in the **Second Schedule** hereunder written and applied for the allotment of the **Shop/Office/Flat Premises No. \_\_\_\_\_ in wing ' A ' on the \_\_\_\_\_ floor** of the Building/s to be erected on the said property.



20. The Developers agreed to sell to the Purchaser and the Purchaser agreed to purchase from the Developers the **Shop/Office/Flat Premises No. \_\_\_\_\_ in wing ' A ' on the \_\_\_\_\_ Floor** of the said proposed new Building to be known as **"SUMUKH PLAZA"** of **"SHREE MAULI CO-OPERATIVE HOUSING SOCIETY LTD"**, to be constructed on the said property, together with the benefit of \_\_\_\_\_ **Car parking** and more particularly described in the **Second Schedule** hereunder written at the price and on the terms and conditions hereinafter appearing.

21. Prior to the execution of these presents the Purchaser has paid to the Developers, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the **Part payment of Total Sale price** of the **Shop/Office/Flat** agreed to be sold by the Developers to the Purchaser as advance payment or deposit (the payment and receipt whereof the Developers DO hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developers balance of the total sale price in the manner hereinafter appearing.

22. The Developers have registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority on \_\_\_\_\_ no. \_\_\_\_\_

23. Under the said Act, the Developers is required to execute a written Agreement for sale of the said **Shop/Office/Flat** to the Purchaser/s and also to register the same under the Registration Act.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-**

1. The Developers shall under normal circumstances, re-construct the Building/s, to be known as **" SUMUKH PLAZA "** of **"SHREE MAULI CO-OPERATIVE HOUSING SOCIETY LTD."** consisting of Ground plus \_\_\_\_\_ upper floors or as approved by MCGM on the said Property in accordance with the plans, designs and specifications prepared by their Architects Godbole Mukadam & Associates and processed under File No./I.O.D. No. \_\_\_\_\_ dated \_\_\_\_\_ by the Municipal Authorities and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority.

2. The Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s **Flat/Shop/Office premises no. \_\_\_\_\_ admeasuring RERA Carpet area of \_\_\_\_\_ sq. ft. in wing 'A' on the \_\_\_\_\_ floor of the Building** to be known as **"SUMUKH PLAZA"**, shown in the floor plan thereof hereto annexed and marked **Annexure "D"** (hereinafter referred to as **"the Said Premises"**) together with the benefit of \_\_\_\_\_ Car parking for which separate allotment letter shall be issued to the Purchaser/s at the time of handing over the

possession of **Flat/Shop/Office premises** . The total price of the said premises to be paid by the purchaser/s to the Developers works out to Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_ only). The said consideration of the said premises shall be paid by the Purchaser/s to the Developers in the following manner that is to say-

i. Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration paid on or before execution hereof. (the payment and Receipt whereof the Developer DO hereby admit and acknowledge).

ii. Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 30% of the total consideration) to be paid to the Developers after the execution of Agreement

iii. Rs \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 45% of the total consideration) to be paid to the Developers on completion of the Plinth of the building or wing in which the said Apartment is located.

iv. Rs\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 70% of the total consideration) to be paid to the Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located. (total \_\_\_\_\_ slabs, \_\_\_\_/% on each slab)

v. Rs\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 75% of the total consideration) to be paid to the Developers on completion of the walls, internal plaster, floorings doors and windows of the said Premises.

vi. Rs\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 80% of the total consideration)to be paid to the Developers on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.

vii. Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_only) ( not exceeding 85% of the total consideration) to be paid to the Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises are located.

viii. Rs\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 95% of the total consideration) to be paid to the Developers 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 or wing in which the said Premises are located.

viii. Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

(Time for payment of each installment being the essence of this contract).

The Total Price above excludes Taxes (consisting of tax paid or payable by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project.

The Purchaser/s hereby grant/s his/her/its/their express consent to the Developers for any variation in the aggregate area of the said Premises not exceeding 3% of the aggregate area of the said Premises agreed herein and both the Purchaser/s and the Developers agree that no adjustment will be made to the Consideration in the event of such variation.

3. 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 Developers undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers 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 Purchaser, which shall only be applicable on subsequent payments.

4. The Purchaser authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

5. Time is essence for the Developers as well as the Purchaser. The Developers shall complete the project and hand over the said Premises to the Purchaser after receiving the occupancy certificate.

Similarly, the Purchaser 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 Developers as provided in clause No.2 herein above. ("Payment Plan").

6. The Purchaser/s agrees to pay to the Developers interest at the rate of 12% per annum on all amounts which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the purchaser to the Developers .

It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Financial Institution/Lender. Any delay in receiving the installments from the

Purchaser/s or the Financial Institution/Lender for any reason whatsoever will entitle the Developers to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time on the outstanding amount.

7. Without prejudice to the right of Developers to charge interest in terms of clause No.\_\_\_\_ above On the Purchaser/s committing default in payment on due dates of any amount due and payable (including his/her proportionate share of taxes levied by the concerned local Authority) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their option to terminate this Agreement.

PROVIDED always that the power of termination shall not be exercised by the Developers unless and until the Developers shall have given fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which he intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches after the giving of such notice.

PROVIDED further that upon the termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the installments of sale price which may till then have been paid by the Purchaser/s to the Developers after deduction of any liquidated damages or any other charges as applicable. The Developers shall also not be liable to pay any interest on such refund amount. The Developer shall not be responsible for the refunds of any amounts paid by the Purchasers towards Gst, Tds or any other taxes, levy, statutory charges, brokerages etc.

On refund of such amount, the Developers shall be at liberty to dispose of and sell the premises to such person and at such price the Developers may in their absolute discretion think fit.

8. The Developers declare that as on this day, the said Society is absolutely seized and possessed of the said Property, more particularly described in the Schedule hereunder written and its title to the said Property is clear marketable and free from encumbrances and reasonable doubts. The Developers have obtained the title certificate of the said property from their Advocate, Copy whereof is hereto annexed and marked as **Annexure "A"**.

9. The Developers hereby declare that that no part of the Floor space index of the said demised piece of land has been utilized by the Developers elsewhere for any purpose whatsoever. The Developers shall have the right to make additions and / or alterations and raise or put up additional structures as may be permitted by the concerned authorities/MCGM by using permissible basic F.S.I. and FSI by paying premium or FSI in any form including utilization of F.S.I. under T.D.R. Scheme or by whatever nomenclature such FSI is referred to under the DCR, 1991 and DCPR 2034 up to the maximum potential of the said Property. If any portion of the said Property is acquired or notified to be acquired by the Government or any other public body or authority, the Developers shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I. and all other benefits which may be permitted in lieu thereof. The

Developers hereby agree that they shall before handing over possession of the premises to the Purchaser/s make full and true disclosure of the nature of title to the said property as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances.

10. The fixtures, fittings and amenities to be provided by the Developers in the said Premises are those that are set out in **Annexure "E"** annexed hereto.

11. The Developers declare that title of the said entire property is clear marketable and free from encumbrances and reasonable doubts. The Developers have obtained the title certificate of the said property from Samir Vaidya, Advocate, a Copy whereof is hereto annexed and marked as **Annexure "A"**.

12. Under normal circumstances, the Developers shall give possession of the said Premises to the Purchaser/s on or before \_\_\_\_\_. PROVIDED that the Developers shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of :-

(i) War, civil Commotion or act of God;

(ii) any notice, restrictive order, rule, notification of the Court, Government and/other public or competent authority.

(iii) Lockdown due to pandemic , epidemic deceases or for any other reasons.

(iv) any other reasons, beyond control of the Developers.

**13. Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said Premises, to the Purchaser in terms of this Agreement. The Purchaser agree(s) to pay the maintenance charges as determined by the Developers or the Society, as the case may be.

The Purchaser shall take possession of the said Premises within 15 days of the written notice from the Developers to the Purchaser intimating that the said Premises are ready for use and occupancy.

**14. Failure of Allottee to take Possession of the said Premises:** Upon receiving a written intimation from the Developers, the Purchaser shall take possession of the said Premises from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the said Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided herein above such Purchaser shall continue to be liable to pay maintenance charges as applicable.

PROVIDED that if within a period of five years from the date of handing over the Shops/Offices/Flats to the Purchaser/s, the Purchaser/s bring to the notice the Developer any defect in the said building/s in which the Shops/Offices/Flats is situated or in regard to the material/s used therein in the Shops/Offices/Flats or in the construction thereof, then, wherever possible such defects shall be rectified as may be possible by the Developer at its own costs . The above condition shall be applicable only if the Purchaser/s has not carried out any additions or alterations of whatsoever nature in the said Shops/Offices/Flats and/or in the structure of the building including but not limited to changes/additions/ alterations in the beam, columns, RCC structure or in the fittings therein or in the fittings of the water pipes, water supply connections, erection or alterations in bathroom, toilet or kitchen which may result in seepage of water. If any of such works are in any manner carried out without prior written consent of the Developer, then the defect liability shall automatically become void. Defect herein shall mean the manufacturing or workmanship defect/s caused on account of willful neglect on the part of Developer and shall not mean or include defect/s/damage caused by normal wear and tear and/or by negligent use of the Shops/Offices/Flats by the occupants. It shall be the responsibility of the Purchaser/s to maintain the Shops/Offices/Flats in a proper and diligent manner and take all due care needed including but not limited to the joints in the tiles being regularly with white cement /epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Developer to the Purchaser/s ends before the defect liability period and such warranties are covered under the maintenance of the said building and/or Shops/Offices/Flats and if the annual maintenance contracts are not done or renewed by the Society and/or the Purchaser/s, the Developer shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts to be sustainable and in proper working condition to continue warranty in both the Shops/Offices/Flats as well as the building / common project amenities wherever applicable. The Purchaser/s has been made aware and Purchaser/s agree that the regular wear and tear of the Shops/Offices/Flats and/or the building includes minor hairline cracks on the external and internal walls excluding the RCC structure after a certain time which happens due to variation in temperature of more than 20 degree C and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is agreed that before any liability of defect is claimed by the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defect in materials used, in the structure built of the Shops/Offices/Flats and/or the building and in the workmanship executed keeping in mind the aforesaid clauses of this agreement.

15. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence or business as permitted under this agreement. The Purchaser/s shall use the parking space, if allotted, only for purpose of keeping or parking their own vehicle. Purchaser will not claim for any type of parking

space in future to Developer nor Society if no parking space has been allotted to the purchaser. It is specifically clarified & agreed by the Purchaser that the Purchaser/s shall at their own cost and responsibility maintain cleanliness of the said premises & parking space as well as its surrounding area so that no nuisance or un-healthy atmosphere is created.

16. The Purchaser/s have/has expressly consented to the Developer for re-designing any building/s or the recreation area or internal road and passages and such other area/s which the Developer may desire to realign and to re-design. The Developer shall be entitled to use and to utilize any further additional and extra F.S.I., if available in future, on the said property or in any part thereof or from any other property or properties as the case may be and till the entire building/s "SUMUKH PLAZA" is completed and the full and complete F.S.I available on the said property is duly utilized and/or consumed thereon by the Developer.

17. The Purchaser/s along with other Purchasers of the components in the said building shall join the Said Existing Society and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developers within 8 days of the same being forwarded by the Developers to the Purchaser/s, so as to enable Developers to admit the Purchaser/s as member of the said Society as required under the said Act. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent Authority.

18. Commencing a week after notice in writing is given by the Developers to the Purchaser that the Premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to their respective area of the Shop/Offices/Flat) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/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 said land and Building until the Society is formed and the said land and building transferred to it, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developer provisional monthly contribution as per actual expenses per month towards the outgoings. The amount so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Developers to the Society as the case may be. The Purchaser undertakes to pay such monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

19. The Purchasers shall bear cost of stamp duty, cess, scanning fees, out of pocket expenses, Legal charges, Registration charges, vat (works contract tax), GST , Betterment charges and Development charges, Labour cess or any other cess, levies or taxes that may be levied by the MCGM, Central Government, State Government, or local authority as applicable from time to time and as when demanded by the Developers.

20. The Purchasers shall on or before delivery of possession of the said premises keep deposited with the Developers the following amounts:

- (i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards share money application, entrance fee of the Society.
- (ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards cost of getting membership rights of the Co-operative Society.
- (iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards legal charges of this Agreement.
- (iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards installation charges of Electric Meter/water Meter connection and the same is non-refundable.
- (v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only ) towards the provisional monthly contribution (for 12 months) towards the outgoings of the Society.
- (v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards development charges.

Total Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)

Whatever actual amount towards proportionate maintenance charges in advance for Twelve months, sub-station charges, installation charges of Electric Meter/water Meter connection and other development charges, etc shall be paid by the Purchasers to the Developers, on or before delivery of possession of the said premises, as the said amount is to be finalized and paid at the time of taking over possession.

21. The Developers shall utilize the said Sum paid by the Purchaser/s to the Developers for the purpose for which they are received and maintain a separate account in respect thereof.

22. The Developers hereby represents and warrants to the Purchaser as follows :-

- i. The Developers has clear and marketable title with respect to the project land; as declared in the title certificate 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 Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii.There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv.There are no litigations pending before any Court of law with respect to the project land or Project..

v.All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi.The Developers 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 Purchaser created herein, may prejudicially be affected;

vii.The Developers confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

viii.The Developers has duly paid and shall continue to pay and discharge 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;

ix.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 Developers in respect of the project land and/or the Project.

23. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DO hereby covenant with the Developers as follows:

a. To maintain the said Premises at Purchaser's own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/ alter or make any additions or alterations without Developers or MCGM permission in or to the building in which the said premises are situated and the said premises itself or any part thereof.

b. Not to store in the premises 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 same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the premises are situated, including entrances of the building. On account of the negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for all the consequences of the breach & shall be treated as breach of conditions.

c. To maintain the said premises in the same good condition and order in which it was delivered by the Developers and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s making alteration and additions in the said premises & committing any act in contravention of the municipal corporation or any their legal provisions of the appropriate authorities, the purchaser/s alone shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

d. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside colour scheme of the building in which the Premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said premises without the prior written permission of the Developers & MCGM or concerned authorities .

e. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said property and the building whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said Premises in the compound, gutter or in the portion of the same building.

g. Not to demolish/shift/change/alter place of kitchen & toilets or any part of the same which effects drainage system of the said property.

h. Not to do any interior work in the said premises after receiving the possession of Shop/Office/Flat which harms & damages the structure of the building or premises of the other member. If any such changes, alteration or work found to be done by the member in the said premises, Developer shall not be responsible for any such defect liability or repairs & member alone shall be responsible for the same & defect liability shall automatically become void.

i. Not to enclose any balconies, chajjas to increase any floor space area or not to make any installation or additions to the exterior of Shop/Office/Flat or windows of the Shop/Office/Flat which alters exterior features, façade or elevation appearance on any side of the building or detracts from the uniformity of the said building.

j. Pay to the Developers within 7 days of demand by the Developers his/her/their share of Security Deposit or any additional amount demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Premises are situated.

k. To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, MCGM, Government, Public authority on account of change of user of the said premises of the Purchaser/s.

l. The Purchaser/s shall not let, sub-let, transfer, assign or part with the purchaser/s' interest or benefit factor of this Agreement or part with possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Developers and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement.

m. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

n. The Purchaser/s shall permit the Developers and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof and do the construction activities, if permitted by the municipal authorities or concerned authorities.

o. The Member specifically agreed & undertaken that any defaults, breaches & non-compliance of the terms & conditions of this agreement shall be treated & deemed as breach & will be liable for all the consequences of the breach.

24. It is expressly agreed by and between the Developers and the Purchaser/s and all persons claiming under them that

(a) The Developers shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, arraigns, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A.R. (F.S.I.) and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the neighboring properties that may have been or that may hereafter be agreed to be developed by the Developers.

(b) The Developers shall have the right to make addition and alterations and raise or put the additional structures, as may be permitted by MCGM/concerned authorities on the terrace of the said property and/or grant right of way from the said property for development of adjoining property. Such additional structure and storey/s shall be the sole and exclusive property of the Developer alone. The Purchaser/s shall not be entitled to claim any rebate and/or concession in the price of her/his Premises on account of additions/alterations made in the building and or right of way, if any granted by the Developers and/or shall not claim any compensation or damages from the Developer on the ground of inconvenience or otherwise in whatsoever manner.

( c ) It is hereby agreed that the Developer shall be entitled to sell the other unsold Shops/Offices/Flats and allot Parking/s in the said New Building to any third party as it may deem fit and proper in that behalf.

(d) Any of the unsold shops/flats/offices/commercial premises/parking's or any sale area under the scheme are not sold by the Developer after giving the possession to the members, the Developer shall hold such unsold shops/flats/offices/commercial premises/parking's in his own name as an unsold inventory & shall have unrestricted rights & authority to sell and dispose off to any prospective purchaser and society/purchaser shall not object to any such sale nor shall they will refuse to enroll the purchaser as a member in the society.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said piece of land / Property or any part thereof. The Purchaser/s shall have no claim save and except the said premises agreed to be sold to him/her and the parking space, open terrace , balance F.S.I. etc. will remain the property of the of the Developers as hereinbefore mentioned.

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

27. The Purchaser/s shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the Developers will attend such office and admit execution thereof.

28. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchaser of the terrace Premises and such terrace spaces are intended for the exclusive use of the respective terrace Premises purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Developers and the Society.

29. It is specifically clarified that the Developers shall be entitled to allow or permit the concerned authorities to put cable station, hoardings, machineries etc. in the terrace or in the premises of the building to carry on telephone, cable or any other lawful activities and Purchaser un-conditionally undertake not to take any objection there for, which shall be transferred to the society.

30. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D/ under certificate of posting at his/her address specified below :-

Name of the Purchaser :- \_\_\_\_\_

Purchasers Address :- \_\_\_\_\_

\_\_\_\_\_

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

31. The Purchaser/s shall not be entitled to claim partition or any separate legal document in respect of the premises agreed to be acquired by him.

32. 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 purchasers of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

33. It shall be the duty of the Purchasers 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 Purchasers.

34. That in case there are Joint Purchasers all communications shall be sent by the Developers to the Purchasers whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchasers.

35. GST or any other taxes, as applicable and/or if any levied by the government authorities in respect of this agreement shall be borne and paid by the Purchasers alone.

36. The Purchaser/s shall deduct TDS, applicable by law from the total consideration of this Agreement and deposit in the appropriate. The Purchaser/s shall produce **TDS certificate** to the Developers in respect of the said payment.

37. 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 premises/building, as the case may be.

38. The Developers have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as "the said RERA Act).

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

40. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

41. The present document is made in English language herein & the Purchaser/s have read over & the meaning thereof is explained & understood to them & has got approved from their lawyers & has no-objection with respect to the same.

42. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with Real Estate (Regulation and Development) Act, 2016.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All those pieces and parcels of land or ground, hereditaments and premises bearing F. P. No.539, T.P.S IV (Mahim), admeasuring 702.34 sq.mtrs of Village Mahim, Mumbai City District together with building known as Shree Mauli CHS Ltd, Pankaj Building standing thereon, situated at opp. Jogani Industrial Estate, off. Bhavani Shankar Road, Dadar (West), Mumbai – 400028 & assessed under G/NORTH- Ward & bounded as follows; that is to say :-

- On or towards the East by : CTS No.503
- On or towards the West by : CTS No.538
- On or towards the North by : CTS No.537
- On or towards the South by : CTS No.543

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**The Shop/Office/Flat premises bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft. RERA Carpet area in the wing ‘A’ to be located on \_\_\_\_\_ floor of the new building to be re-constructed and known as “ SUMUKH PLAZA ” of SHREE MAULI CO-OPERATIVE HOUSING SOCIETY LTD., situated at opp. Jogani Industrial Estate, off. Bhavani Shankar Road, Dadar (West), Mumbai - 400028, consisting of Gr. plus 9 upper floors and to be constructed on the property, more particularly described in the First Schedule hereinabove written together with the benefit of \_\_\_\_\_ Car parking.**

SIGNED, SEALED & DELIVERED  
BY THE WITHINNAMED  
**DEVELOPERS**  
**M/s. DHARMESH CONSTRUCTION CO.**  
**represented through its duly authorized partner**  
**(1) SHRI ASHISH RAGHWANI**  
In the presence of  
1.  
  
2.



**SIGNED & DELIVERED**

BY THE WITHINNAMED

**PURCHASER/s**

1] SHRI. \_\_\_\_\_.

2] SMT. \_\_\_\_\_.

in the presence of

1.

2.



**R E C E I P T**

Received from the Purchaser/s Shri/Smt. \_\_\_\_\_, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being part consideration of Shop/Office/Flat Premises No. \_\_\_\_\_, located on \_\_\_\_\_, of the building known as “ **SUMUKH PLAZA** ” of **SHREE MAULI CO-OPERATIVE HOUSING SOCIETY LTD.,** as stated in Clause No. 2 a hereinabove as under.

<b>Cheque No.</b>	<b>Date</b>	<b>Bank</b>	<b>Amount</b>
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WE SAY RECEIVED

**M/s. DHARMESH CONSTRUCTION CO.  
DEVELOPERS**

Witnesses

1.

2.



## **ANNEXURES**

**ANNEXURE "A"**  
TITLE CERTIFICATE

**ANNEXURE "B"**  
PROPERTY CARD

**ANNEXURE "C"**  
I.O.D.

**ANNEXURE "D"**  
PLANS & SPECIFICATIONS

**ANNEXURE "E"**  
AMENITIES