

## LETTER OF ALLOTMENT

To,

Date:

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

Re: Your booking of Flat bearing Flat No.\_\_\_\_\_ on the \_\_\_\_<sup>th</sup> floor of our proposed building under construction named 'Natekar Heights by Sabari', situate at C.T.S No. 1270, Village Chembur, 10<sup>th</sup> Road, Chembur, Mumbai – 400 071.

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Dear Sir,

This is to confirm and record that we have allotted to you Flat No. \_\_\_\_\_ on the \_\_\_\_<sup>th</sup> floor in our building 'Natekar Heights by Sabari' with no car park, situate at C.T.S No. 1270, Village Chembur, 10<sup>th</sup> Road, Chembur, Mumbai –400 071., for an lump-sum price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, exclusive of all other charges like legal fees, deposits, charges for formation of Society, Registration charges, Stamp duty, service tax, vat tax etc., which have to be separately borne and paid by you. You have agreed to pay to us the aforesaid consideration amount in installments as per the following schedule:-

You have paid on or before execution of this 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 ..... ) in the following manner :-

- a. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- b. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

- c. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- d. Amount of Rs...../- (.....) (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.
- e. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- f. Amount of Rs...../- (.....) ( 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 or wing in which the said Apartment is located.
- g. Amount of Rs...../- (.....) (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 or wing in which the said Apartment is located.
- h. Balance Amount of Rs...../- (.....) 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.

Note: Each of the installments mentioned in the sub clause (b) and (c) may be further subdivided into multiple installments linked to number of basements/podiums/floors and progress of work in case of multi-storied building /wing.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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 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, which shall only be applicable on subsequent payments.

We also hereby allot you parking space in podium bearing No. \_\_\_\_\_ for a consideration of Rs. \_\_\_\_\_/- to be paid by you on \_\_\_\_\_.

It is specifically agreed that time for payment of all the above installments is the essence of this contract. In case you commit default in payment of any of the abovementioned installments, you will have to pay us interest thereon as per RERA. However this will be without prejudice to our right to cancel the aforesaid allotment on your committing default in payment of any installment by giving you 7 days notice and in the event of our canceling the above allotment, all the amount paid by you to us hereunder shall be returned to you without interest after deducting our expenses and losses.

Incase of cancellation or transfer of flat we will charge you cancellation fee of Rs 250/- and transfer fee of Rs 500 per sq ft. of your saleable flat area

The building is likely to be completed by or about \_\_\_\_\_ subject to force majeure reasons i.e. delay should not be counted on account of any natural calamity or on account of reasons beyond our control.

The above allotment will be complete on your executing with us the printed Agreement for Sale on our standard form, which is under preparation, and the same will be conclusive of our rights and obligations in respect of the above premises.

Our RERA Reg. No. for the project is \_\_\_\_\_.

Yours faithfully,

For Sabari Developers LLP

We Confirm

Partner

\_\_\_\_\_

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_ day of \_\_\_\_\_ 2017

### **BETWEEN**

**M/s. SABARI DEVELOPERSLLP** a duly registered Limited Liability Partnership firm registered under the Limited Liability Partnership Act 2008 having its Registered Office at Sabari Prasad, Plot No.535, 11<sup>th</sup> Road, Chembur, Mumbai-400071 (erstwhile known as “M/s. Sabari Enterprises in the nature and form of a partnership firm then registered under the Indian Partnership Act 1932) hereinafter referred to as “**THE PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being or survivors of them and their respective heirs, legal representatives and administrators and assigns) of the

### **ONE PART**

### **AND**

(1)\_\_\_\_\_ aged: \_\_\_\_ years, having Pan Number: \_\_\_\_\_

(2)\_\_\_\_\_ aged: \_\_\_\_\_ years, having Pan Number: \_\_\_\_\_

(3)\_\_\_\_\_ aged: \_\_\_\_\_ years having Pan Number: \_\_\_\_\_

residing at / having their office at \_\_\_\_\_

\_\_\_\_\_ hereinafter called “**THE ALLOTTEE/S**”

(which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in case of individuals his/her/ their heirs, executors and administrators, in the case of firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last such survivor and in the case of company, its successor or successors and their permitted assigns) of the

### **SECOND PART;**

**WHEREAS:**

- a. One Mr. Shankar Janardan Natekar was the original owner of the property viz. Plot No. 437 (Part) admeasuring 997.5 sq. mtrs. of Sub Scheme No. III of Chembur bearing CTS No. 1270 of Chembur Village, Mumbai Suburban District (hereinafter referred to as **“the said Plot”**).
- b. The said Mr. Shankar Janardan Natekar constructed a structure being ground plus one storey on the eastern portion of land admeasuring 595.52 sq. meters of the said Plot (hereinafter referred to as **“the said Structure”**) and was in occupation thereof with his family. The said eastern portion admeasuring 595.52 sq. meters shall hereinafter be referred to as **“the said Property”** and more particularly described in the **First Schedule** hereunder written.
- c. The said Mr. Shankar Janardan Natekar entered into an Agreement dated 6<sup>th</sup> January 1992 with (1) Mr. John Harris Sunny Dean and (2) Mr. Gopal Bharat Krishnan whereby said Mr. Shankar Janardan Natekar agreed to sell and transfer a portion admeasuring 401.98 sq. mtrs on the western side of the said Plot (hereinafter referred to as **“the said Portion”**) for consideration and on terms and conditions mentioned therein.
- d. According to the said Agreement dated 6<sup>th</sup> January 1992 the said Plot was to be sub-divided and then the said portion was to be conveyed to said Mr. John Harris Sunny Dean and Mr. Gopal Bharat Krishnan. However till date the said Plot is not sub-divided and the Property Card and other records continue to show name of said Mr. Shankar Janardan Natekar as the owner of the said Plot.
- e. The said Mr. Shankar Janardan Natekar died intestate on 27<sup>th</sup> August 1993 leaving behind him surviving the following as his only legal heirs:
  - a. Mr. Uday Shankar Natekar
  - b. Mr. Vijay Shankar Natekar
  - c. Mr. Arun Shankar Natekar
  - d. Mrs. Nirmala Nandkumar Kulkarni
- f. Pursuant to above the said Plot was transferred to the names of said Mr. Uday Shankar Natekar, Mr. Vijay Shankar Natekar, Mr. Arun Shankar Natekar and Mrs. Nirmala Nandkumar Kulkarni (hereinafter referred to as **“the Owners”**) who thus became exclusively entitled thereto as holders and owners thereof.

- g. By duly registered Deed of Conveyance dated 21<sup>st</sup> June 2013 said Mr. Arun Shankar Natekar sold transferred and assigned all his right title and interest in his 25% undivided share in the said Plot in favour of M/s. Sabari Enterprises (now known as M/s. Sabari Developers LLP-the Promoters herein) for consideration and on terms and conditions mentioned therein. Thereafter, the said Mr. Arun Shankar Natekar expired on 7<sup>th</sup> April 2014.
- h. By a Separate Re-Development Agreement dated 29<sup>th</sup> June 2013 duly registered with the Sub Registrar of Assurances under Sr. No. KRL-1/5900/2013, the said Mr. Uday Shankar Natekar granted his 25 % share in the development rights in the said Plot, in favour of M/s. Sabari Enterprises (now known as M/s. Sabari Developers LLP-the Promoters herein) for the price and on the terms and conditions contained therein.
- i. By a Separate Re-Development Agreement dated 29<sup>th</sup> June 2013 duly registered with the Sub Registrar of Assurances under Sr. No. KRL-1/5898/2013, the said Mr. Vijay Shankar Natekar granted his 25 % share in the development rights in the said Plot, in favour of M/s. Sabari Enterprises (now known as M/s. Sabari Developers LLP-the Promoters herein) for the price and on the terms and conditions contained therein.
- j. By a Separate Re-Development Agreement dated 2<sup>nd</sup> July 2013 duly registered with the Sub Registrar of Assurances under Sr. No. KRL-1/5945/2013, the said Mrs. Nirmala Nandkumar Kulkarni granted her 25 % share in the development rights in the said Plot, in favour of M/s. Sabari Enterprises (now known as M/s. Sabari Developers LLP-the Promoters herein) for the price and on the terms and conditions contained therein.
- k. In the premises above, the said M/s Sabari Enterprises (now known as M/s. Sabari Developers LLP-(the Promoters herein) have become entitled to the ownership rights of 25% undivided share in the said plot and 75% share in the development rights of the said plot. The copy of the extract from the Property Register Card in respect of the said plot is annexed hereto as **Annexure A**;
- l. By a Certificate of Registration of Conversion of partnership dated 22<sup>nd</sup> July 2015, the said M/s. Sabari Enterprises has been converted to a limited liability partnership firm in the name and style of M/s. Sabari

Developers LLP (being the Promoters herein) under section 58(1) of the Limited Liability Partnership Act 2008. By virtue of the said conversion, the said M/s. Sabari Enterprises stands dissolved and the rights, title, interest and claim of the said M/s. Sabari Enterprises now vests in M/s. Sabari Developers LLP, being the Promoters herein. Hereto annexed and marked **Annexure "B"** is a copy of the said certificate of conversion dated 22.7.2015.

- m. One Mr. Anil Gupta & Others claiming through the said Mr. John Harris Sunny Dean and Mr. Gopal Bharat Krishnan filed a Suit bearing No. 807 of 2014 in the Hon'ble Bombay High Court against all the aforesaid legal heirs of Late Mr. Shankar Janardan Natekar (original owner) for conveyance of the said portion being land admeasuring 401.98 sq. mtrs on the western side of the said Plot and other reliefs more particularly stated therein. The Promoters herein were subsequently added as Defendant to the said Suit and Notice of Motion bearing No. 1036 of 2016 was taken out by the said Mr. Anil Gupta & Others (Plaintiffs therein) claiming injunction against the development of eastern side portion of the said Plot i.e. the said property, being undertaken by the Promoters. The Hon'ble Court after hearing all the parties passed an order dated 31.01.2017 and directed the Municipal Corporation of Greater Mumbai [MCGM] to issue full Commencement Certificate and other necessary permissions for the development of the said property on the basis of undertakings given by all the parties. The said Suit is still pending. *A copy of the said order dated 31.01.2017 is annexed hereto as **Annexure C.***
- n. As recorded in the said order dated 31.01.2017 the Promoter has undertaken that they, their successors-in-title, assignees or transferees, including all individual flat Allottees and any society of flat Allottees as and when it is formed, will not object to the use of open space to fulfil any marginal open space requirements for any future development of the portion admeasuring 401.98 sq. mtrs on the western side of the said Plot as and when same goes for redevelopment (and which may involve separately some open space concession for which the holders of the said Portion will pay the premium as then applicable).

- o. The Promoters have paid a premium to the MCGM for obtaining concession for reduction in the marginal open space requirement of the MCGM for the development work on the said property.
- p. Aside from what is stated hereinabove, there are no covenants affecting, impediments attached to or illegal encroachment on the said property;
- q. The Promoters propose to develop the said property by consuming the existing FSI, Transferable Development Right (TDR) and Fungible FSI as well as FSI acquired through any other mode whatsoever available in respect of the said property as may be permitted by the Corporation in accordance with the Development Control Regulations.
- r. The Promoters are thus entitled and enjoined upon to construct new building/s on the said property in accordance with the recitals hereinabove and are in possession of the said property;
- s. The Promoters have submitted the Building Plans for construction of the new building comprising of stilt plus 10 upper floors on the said property which have been duly sanctioned by the MMC and I.O.D. was issued under No. CHE/ES/1241/M/W/337 (NEW) and C.C. was issued under even No. dated 06.02.2017. The copies of the said I.O.D. and Commencement Certificate are annexed hereto as **Annexure 'D' & 'E' respectively.**
- t. In accordance with the building plans sanctioned by the Corporation, the Promoters have commenced the construction of the said building to be known as **"NATEKAR HEIGHTS BY SABARI"** on the said property more particularly described in the First Schedule hereunder written, hereinafter referred to as 'the said Project'.
- u. Pursuant to the above, the PROMOTER has entered into a standard agreement with M/s. Aakar Architects registered with the Council of Architects, and such agreement is as per the agreement prescribed by the Council of Architects, and M/s. Advanced Creative Design Consultants as structural Engineer for preparation of Structural design and drawings of the new building/s. The PROMOTER shall accept the professional supervision of the Architect and the Structural Engineer till the completion of construction of the said project as described hereinafter;



- v. Further, as required by the Municipal Authorities, for the approval of plans, the Promoters have given an registered undertaking to the Municipal Corporation, copy whereof is annexed hereto as **“Annexure ‘F’**;
- w. The Promoters have got the approvals from the concerned local authority to the plans, specifications, elevations, sections in respect of the Project and shall obtain the balance approvals, if any, from various authorities from time to time, so as to obtain the Occupation Certificate for the Project;
- x. While sanctioning the said plans for the Project, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the project and upon due observance and performance of which only the occupancy certificate in respect of the Project shall be granted by the concerned local authority;
- y. Certificate of Title issued by J Law Associates, Advocates of the Promoters dated 14.12.2013 certifying the title of the Promoters in respect of the said property is annexed hereto as **Annexure ‘G’**.
- z. The PROMOTER have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ no\_\_\_\_\_; authenticated copy whereof is attached at **Annexure ‘H’**;
- aa.The Allottee/s has/have requested the Promoters to sell and allot Flat No. \_\_\_\_\_ admeasuring \_\_\_\_ sq. mtrs. carpet area on the \_\_\_\_\_ Floor of building to be known as **"NATEKAR HEIGHTS BY SABARI"** (hereinafter referred to as **"the Apartment/ Flat"**) being constructed by the Promoters on the said Property more particularly described in the First Schedule hereunder written;
- bb. The Promoters have agreed to sell and allot **Flat No.** \_\_\_\_\_ **admeasuring \_\_\_\_ sq. mtrs. carpet area on the \_\_\_\_\_ Floor** of building to be known as **"NATEKAR HEIGHTS BY SABARI"** to the Allottee/s. The Flat agreed to be sold by the Promoters to the Allottee/s is shown on the plan hereto annexed as **Annexure ‘I’** surrounded by red colour boundary line;
- cc.The Allottee/s have demanded from the Promoters and the Promoters have given inspection to the Allottee/s of all the documents of title

relating to the said Property including the said Re-Development Agreements dated 2<sup>nd</sup> July 2013 and 29<sup>th</sup> June 2013 and Deed of Conveyance dated 21<sup>st</sup> June 2013, made between the said Owners and the Promoters herein, plans, designs and specifications prepared by the Promoters' Architects and sanctioned by the Corporation, the undertaking given to the Municipal Corporation as well as all other documents as are specified under the Maharashtra Ownership Flats (Regulations of Promotion of Construction, Sale, Management and Transfer) Act, (hereinafter referred to as "the said Act") as well as the and the Real Estate (Regulation and Development) Act, 2016 and Rules made there under; The Allottee/s have completely satisfied as to the title of the Promoters to develop the said property and the various sanctions accorded by the competent authorities for development thereof and further confirms that no further investigation or objections shall be made by the Allottee in that regard and is fully satisfied about the competency of the Promoters to enter into this Agreement;

- dd. The Purchaser understands and acknowledge that the said project and unsold flats have been mortgaged by the Promoters to Vistra ITCL Ltd in the capacity as security Trustee towards the loan availed by the said Developer from Piramal Finance Pvt. Ltd. for the purpose of construction of the said project. Promoters have obtained the NOC from Vistra ITCL Ltd dated \_\_\_\_\_ for release of the said flat and the same is annexed hereto as **Annexure "J"**. The Purchaser agrees and undertakes that he/ she/ they shall pay all amounts required to be paid by them in the escrow account titled "M/s Sabari Developers LLP Escrow Account Natekar Heights".
- ee. Prior to the execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- ff. 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;

gg. Under Section 4 of the said Act and u/s 13 of the Real Estate (Regulation and Development) Act, 2016, Promoters are required to execute Agreement for the sale of the said Flat/Apartment in writing being these presents and the same is required to be registered under the provisions of the Indian Registration Act.

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

1. The Promoter shall construct the said building being "**NATEKAR HEIGHTS BY SABARI**" consisting of stilt and 10 upper floors on the on the said property being plot of land being the eastern portion admeasuring 595.52 sq. meters of Plot No. 437 (Part) of Sub Scheme No. III of Chembur bearing CTS No. 1270 of Chembur Village, Mumbai Suburban District, and which is more particularly described in the First Schedule hereunder written 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 in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
2. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/ Duplex Flat No. \_\_\_\_\_ having a carpet area of \_\_\_\_\_ sq. mtrs. on the \_\_\_\_\_ Floor of the building to be known as "**NATEKAR HEIGHTS BY SABARI**" on the said property(hereinafter referred to as "the Apartment/ Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexure "I"** for the consideration of Rs. .... including 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.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

3. (i)The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs.\_\_\_\_\_-/-

(ii) The Allottee 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 ..... ) in the following manner :-

- a. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- b. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- c. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- d. Amount of Rs...../- (.....) (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.
- e. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- f. Amount of Rs...../- (.....) ( 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 or wing in which the said Apartment is located.

- g. Amount of Rs...../- (.....) (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 or wing in which the said Apartment is located.
- h. Balance Amount of Rs...../- (.....) 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.
- iii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- iv. 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 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, which shall only be applicable on subsequent payments.
- v. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

4. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 [hereinafter referred to as 'the said rules'], from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
5. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
6. 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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
7. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments 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 herein above. ("Payment Plan").

8. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project is 1608square meters only and Promoter has planned to utilize 1608Floor Space Index in respect of the project herein and shall utilize the any remaining FSI (now as well as accruing in future) by availing of (including but not limited to):

- (a) TDR or FSI available on payment of premiums and/or
- (b) FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation and/or
- (c) based on expectation of increased FSI which may be available in future on modification to Development Control Regulations (DC 2034), which are applicable to the said Project and/or
- (d) any other FSI that may be available to the PROMOTER in any manner

The Promoter has disclosed the aforesaid Floor Space Index as well as the likelihood of increase in FSI proposed to be utilized by him on the said property in the said Project and Allottee 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 likely increase in FSI on the understanding that the declared proposed FSI and the likely increase shall belong to Promoter only.

9. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule 18 of the said rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule 18 of the said rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter or from the date of intimation by the PROMOTER of such amount(s) being payable by the ALLOTTEE/s, till payment thereof.

10. Without prejudice to the right of promoter to charge interest in terms of aforesaid clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee 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, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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 be entitled to forfeit the earnest money from the consideration which may till then have been paid by the Allottee to the Promoter and refund the balance amount to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination.

AND PROVIDED FURTHER that, the ALLOTTEE hereby agrees that sending of the refund amount, if any, by cheque by the PROMOTER to the ALLOTTEES at the address given by the ALLOTTEE in these presents, whether the said amount is accepted and/or encashed or not, shall amount to the refund of the refundable amount and shall constitute full discharge on the part of the PROMOTER to make such refund, if any.

Further it is hereby expressly understood and agreed by the ALLOTTEE that the acceptance of the outstanding amount with interest as aforesaid shall solely be at the option of the PROMOTER and they shall have a simultaneous right to terminate this Agreement at their own discretion and as they may deem fit and proper.



11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'K'**, annexed hereto.

12. The Promoter shall give possession of the Apartment to the Allottee on or before 31<sup>ST</sup> day of May 2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee 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 the amounts already received by him in respect of the Apartment with interest at the same rate as mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. It is agreed that upon refund of the said amount together with interest as stated hereinabove the ALLOTTEE/s shall have no right title interest claim demand dispute of any nature whatsoever either against the said unit or against the said property in any manner whatsoever and the PROMOTER shall be entitled to deal with or dispose of the said unit to any person or party as the PROMOTER may desire at their absolute discretion.

However, it is specifically agreed and understood by the ALLOTTEE/s that the PROMOTER shall not be liable or responsible for any delay in delivery of possession of the said apartment by reasons of force majeure or those beyond the control of the PROMOTER or those attributable to the action/conduct/default of the flat ALLOTTEE/s and the time period for such delivery shall stand extended by such period of delay and thus 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 notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Any other cause beyond control of the PROMOTER

13. The PROMOTER may complete the entire construction of the said building or any part or portion thereof and obtain part occupation

certificate for the parts so constructed and give possession to the acquirers/ALLOTTEES of the flats in that constructed part and the ALLOTTEE herein shall not raise any objection thereto and hereby gives his express consent for the same. If the flat ALLOTTEE takes possession of the said apartment while the construction of the said building is still pending then in that case the PROMOTER shall be entitled to carry on the remaining work including further and additional construction work and the ALLOTTEE or any person claiming through the ALLOTTEE shall not be entitled to claim any compensation or damage or complain for any inconvenience or nuisance caused on account of such construction by the PROMOTER or their Agents or Contractors.

14. **Procedure for taking possession–**

- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee.
- The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.
- The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.
- The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

15. **Failure of Allottee to take Possession of [Apartment/Plot]:**

- Upon receiving a written intimation from the Promoter that the apartment is ready for occupation, the Allottee 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.

- In case the Allottee fails to take possession within the notice period such Allottee shall continue to be liable to pay maintenance charges as applicable from expiry of notice period.

If within a period of five years from the date of handing over the Apartment to the Allottee or the receipt of occupation certificate whichever is earlier, the Allottee 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. PROVIDED further that if the ALLOTTEE/s carries out any additions or alterations to the said unit agreed to be purchased hereby without obtaining prior consent of the PROMOTER in writing or the permission from the Municipal Corporation, the PROMOTER shall be relieved from their obligation as stated hereinabove.

16. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and shall not use the same for any other purpose without obtaining the prior written consent of the PROMOTER. He shall use the parking space only for purpose of keeping or parking vehicle.
17. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide. The ALLOTTEE hereby agrees that he shall become a member of the said society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken

by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The ALLOTTEE/s hereby agrees to observe comply with and adhere to the byelaws and rules and regulations of the said society.

18. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that all the unsold units/premises, etc in the said building and in the said property, shall at all times be and remain the sole and absolute property of the PROMOTER and the PROMOTER shall not be required to become members of the said society. However, the PROMOTER shall be liable to pay their pro-rata maintenance in respect thereof.
19. The Promoter shall, within 3 months of receipt of Occupation Certificate, cause to be transferred to the said society or Limited Company all the right, title and the interest of the Promoter and/or the said owners in the said property along with the management of the said Building in which the said Apartment is situated.
20. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 namely:
  - a. local taxes, betterment charges or such other levies by the concerned local authority and/or Government,
  - b. water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers,
  - c. and all other expenses necessary and incidental to the management and maintenance of the project until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

21. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the said property and handover of management of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease/handover of management being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

22. The Allottee shall on or before delivery of possession of the said apartment keep deposited with the Promoter, the following amounts:-

(i) Rs. .... for share money, application entrance fee of the Society or Limited Company.

(ii) Rs. .... for formation and registration of the Society or Limited Company.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout

(vii)Rs. \_\_\_\_\_/- towards development charges @ Rs. \_\_\_\_/sq.mtrs.

(viii) Rs. \_\_\_\_\_/- towards legal charges for preparing this agreement

**TOTAL: Rs. \_\_\_\_\_**

23. Until the ALLOTTEE is admitted as member of the said society, the ALLOTTEE shall be bound and liable to pay regularly and punctually to the PROMOTER all contribution and other amounts required to be paid on the part of the ALLOTTEE as detailed hereinabove and no such amounts shall be withheld by the ALLOTTEE. Provided that after the

ALLOTTEE is admitted to the membership of the said society, he shall be liable to pay the said outgoings and other amounts directly to the said society.

24. At the time of registration of ***conveyance of the said property and handover of management of the structure of the building*** the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building

25. Under no circumstances, the possession of the said apartment shall be given to the ALLOTTEE unless and until all payments required to be made under this Agreement by the ALLOTTEE have been made by him/her/them.

26. The PROMOTER shall have a first charge/lien over/on the said apartment in respect of any amount payable to the PROMOTER under the terms and conditions of this agreement and any other amounts that may be payable by the ALLOTTEE in respect of the said apartment to the PROMOTER.

27. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- a. The Promoter has clear and marketable title with respect to the said property and the project; as declared in the title report annexed hereto and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- b. 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;
- c. There are no encumbrances upon the said property or the Project except those disclosed herein and in the title report;

- d. There are no other litigations pending before any Court of law with respect to the said property or Project except those disclosed herein and in the title report;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, 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, and common areas;
- f. 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 created herein, may prejudicially be affected;
- g. 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 said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the association of allottees;
- j. 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 till handover of the management to the society/company to be formed of the allottees and thereafter the said society/company shall be responsible for the same;
- k. 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 said property and/or the Project except those disclosed herein and in the title report.

28. 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 :-

- a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of expiry of notice for taking possession of the Apartment 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.
- b. 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 or any person claiming through him or his servants in this behalf, then the Allottee shall be liable for the consequences of the breach and shall make good the said damage at his own costs and expenses on demand being made by the PROMOTER in that behalf.
- c. 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 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 Municipal Corporation of Greater Mumbai or the concerned local authority or other public authority. In the event of the Allottee



committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. 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 or the Limited Company, as the case may be. The ALLOTTEE/s shall neither shift the location of the windows and also not break the RCC pardis or do anything which will cause violation of FSI.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said project in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance, if any.
- f. 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 said property and the building in which the Apartment is situated. In case any such garbage, rags, rubbish or dirt including construction material/cement/interior work waste is thrown anywhere in the said apartment or in the passages or any portion of the said property by the ALLOTTEE/S or their family member, servants or other person/s claiming through the Allottee and the same is not cleared by him/them within 10 days from giving them notice to clear the same they shall be liable to pay such fine for each and every such breach to the PROMOTER as the PROMOTER shall requisition in that behalf.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, all the monies and deposits required to be paid on the part of the

ALLOTTEE under this agreement and 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.

- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, including on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit accruing from this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j. The Allottee shall apply for membership of the said society/company, and pay the necessary fees thereof and further observe and perform all the rules and regulations which the Society or the Limited Company 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 shall also observe and perform all the stipulations and conditions laid down by the Society/company 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.
- k. Till the conveyance/assignment of lease of the said property and handover of management of the structure of the building in which Apartment is situated is handed over to the said Society/company, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.
- l. Not to keep anything in the common passage, staircase, terraces, walls or any other common place and not to put up any sign

board, hoarding, name board, etc in the passage or inner or outer walls of the said building. Any such articles or things kept in contravention of this clause shall be removed and disposed of without any notice to the ALLOTTEE.

- m. The ALLOTTEE shall not enclose the verandah, chhajas, or balconies without the sanction and permission of the PROMOTER and the authorities concerned nor shall the ALLOTTEE/s change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the building. The ALLOTTEE/s further agrees not to put up the grills/ box type grills outside the window of the said apartment agreed to be purchased by the ALLOTTEE/s. If the grills are permitted then it shall have the same design for all the units as specified by the Architects of the PROMOTER and no other grills.
  - n. The ALLOTTEE/S agree to sign and deliver to the PROMOTER before taking possession of the said apartment and also thereafter all writings and papers as may be reasonably required by the PROMOTER and/or the said society/company for putting into complete effect the provisions of this Agreement.
29. The ALLOTTEE hereby agrees and grants and/or confers upon the PROMOTER the irrevocable right and/or authority for the purposes set out hereinbelow:
- i. The PROMOTER and/or their nominees or transferees shall be entitled to utilize any portion of the said property including the terrace for the purpose of putting up of any Mobile Receiver, Dish Antenna, cable network station and other such communication equipments or putting up of any hoarding/s or for such other use as may be desired by the PROMOTER.
  - ii. The PROMOTER have obtained concessions in deficiency of open spaces from the Municipal Authorities and submitted an undertaking in that regard including not to object to similar concessions being availed of by the adjacent plot holders. The ALLOTTEE has taken inspection of the said undertaking, copy whereof is annexed hereto and marked as **Annexure "L"** and the same shall be binding on the ALLOTTEE herein and all ALLOTTEEs of other units and the organization to be formed of the allottees.

- iii. The PROMOTER shall be entitled to consume the full FSI available under the Development Control Rules (present as well as proposed DC 2034 as and when it becomes applicable during the pendency of the construction work on the said property) or by any special concession being granted by the Municipal Corporation of Greater Mumbai or any other competent authorities as may be available on the said property at present or in future till the completion of the entire development and to sell the tenements and other areas constructed by utilizing such FSI to such person/s for such permissible user and for such consideration and on such terms and conditions as the PROMOTER shall deem fit and proper.
  - iv. The PROMOTER shall be entitled to avail of financial assistance from banks, institutions and other persons against security of the said property and/or the construction thereon, provided such arrangement shall not affect the right of the ALLOTTEE in or to the said apartment.
30. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
31. 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 shall have no claim save and except in respect of the Apartment hereby agreed to be sold 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 to the Society/Limited Company or other body as hereinbefore mentioned.
32. **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 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 who has taken or agreed to take such Apartment.

**33. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 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 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**34. 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.

**35. RIGHT TO AMEND**

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

**36. 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**37. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate 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 the Real Estate 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.

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

Wherever in this Agreement it is stipulated that the Allottee 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.

**39. 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.

**40. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the

execution, the said Agreement shall be registered at the office of the Sub-Registrar.

41. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

42. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee

(Allottee's Address)

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

M/s Promoter name : **M/s Sabari Developers LLP**

101, Sabari Prasad, 535, 11<sup>th</sup> Road, Chembur, Mumbai – 400 071

Notified Email ID: [admin@sabari.co](mailto:admin@sabari.co)

It shall be the duty of the Allottee 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, as the case may be.

#### **43. JOINT ALLOTTEES**

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

#### **44. Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement/sale apartment, shall be borne by the Allottee alone.

**45. Dispute Resolution**

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

**46. 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 courts in Mumbai will have the jurisdiction for this Agreement

47. Any delay tolerated or indulgence shown by the PROMOTER in enforcing the terms of this Agreement or any forbearance or giving of time to the ALLOTTEE by them shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions contained in these presents by the ALLOTTEE nor shall the same in any manner prejudice any rights under these presents or any other rights whatsoever of the PROMOTER.

48. Applicable service tax, VAT, GST, and any other charges and taxes as and when applicable now as well as in future or with retrospective effect in respect of the said apartment and this Agreement or incidental thereto shall be borne and paid by the ALLOTTEE/s herein.

49. It is hereby agreed that the recitals hereto shall form an integral and continuous part of this Agreement.

**FIRST SCHEDULE OF PROPERTY**

ALL THAT piece and parcel of land or ground being the eastern portion admeasuring 595.52 sq.mtrs. of the Plot No. 437 (Part) of Sub Scheme No. III of Chembur bearing CTS No. 1270 of Chembur Village, Mumbai Suburban District together with the building standing thereon and bounded as follows:

On or towards the East : By Road

On or towards the West : C.T.S. No. 1271



On or towards the North : C.T.S. No. 1262, 1265, 1266  
On or towards the South : By Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**COMMON AREAS AND FACILITES**

- A. Entrance lobby and foyer of the New Building.
- B. Staircase of the New Building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- C. The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.
- D. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- E. Overhead and underground water tanks with water pumps.
- F. Society Office, Gym and security cabins
- G. Common servants toilet on the ground floor
- H. Common Terrace above the topmost floor of the building.
- I. Elevators

Signed Sealed and Delivered by )  
the withinamed **“the Promoters”** )  
M/s Sabari Developers LLP )  
through their authorized representative )  
  
Mr.Hiren Bharani )

in the presence of )  
Witness:

1.

2.

Signed and Delivered by )

the withinamed **“the Allottee”** )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of )

Witness: )

1.

2.