

## ALLOTMENT LETTER

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

**Applicant Name,  
Co-Applicant Name,  
Address,  
Contact No:**

**Re Re: Apartment No \_\_\_\_\_ on \_\_\_\_\_ floor of Building No \_\_\_\_\_ in the residential complex known as “Majestic Meadows” situated at Dhekale, Taluka Palghar, District.**

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Dear Sir,

Thank you very much for purchase of your dream property at Boisar.

With reference to your application dated \_\_\_\_\_, we confirm having allotted you the said Apartment bearing No. \_\_\_\_\_ admeasuring approximately \_\_\_\_\_ sq.mtrs.( \_\_\_\_\_ Sq.feet) Saleable Area equivalent to approximately \_\_\_\_\_ sq. mtrs Carpet Area on the \_\_\_\_\_ floor of Building No. \_\_\_\_\_ in the said building complex to be constructed on the said Property. The total consideration of the said Apartment is **INR \_\_\_\_\_/-(Rupees Only)**,  
\_\_\_\_\_ excluding other charges payable.

The application money of INR \_\_\_\_\_/- paid along with the Application Form shall be adjusted against the total consideration payable towards the said Apartment, post adjustment of applicable Service Tax/ taxes as applicable. The balance consideration is to be paid by you as per schedule of payments enclosed herewith as **Annexure A**.

You shall receive the copy of the Agreement for Sale from us as mentioned in the Application Form and request you to execute the same at the earliest.

Note: All the terms and conditions and obligation of parties as contained herein shall be subject to RERA Act and the state rules and regulations made therein, the exercise of such rights and obligations shall be subject to RERA Act and rules. Any change in act or rules shall be simultaneously applicable to this allotment automatically and any terms inconsistent terms shall not have any effect.

**AGREEMENT FOR SALE**

This **Agreement For Sale** is made at **Dhekale, Palghar**, on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017/2018/2019 Between **M/S. SAI RAJ NIRMAAN REALTORS**, a partnership firm duly incorporated & registered under the provisions of the Indian Partnership, 1932 (Registration No. \_\_\_\_\_) having its registered & principal place of business office at EC/93,A-003,Krishna Sagar CHS.Ltd.,Evershine City , Vasai (East), Tal- Vasai, District- Palghar, Pin no. 401208, through its authorized partner Mr. \_\_\_\_\_, hereinafter referred to as “**the Promoters/Developers**” (Which expression shall unless it be repugnant to the context or meaning thereof means and includes their partner/s, heirs, executors , assignees, power of attorney holders etc.) **of the One Part ;**

AND

MR./MRS./M/S. \_\_\_\_\_  
\_\_\_\_, adult/s, having address \_\_\_\_\_ at

hereinafter referred to as “**the Allottee/Purchaser/s**”(Which expression shall unless it be repugnant to the context or meaning thereof means and includes his/her/ their , heirs, executors , assignees, power of attorney holders etc.) **of the SECOND Part.**

**WHEREAS :-**

- A) WHEREAS by Deed of Conveyance dated 19<sup>th</sup> September,2013 , duly registered before Office of Sub- Registrar Palghar vide document no.PRL-8421-2013 , Smt. Ashalata Harishankar Kandivalikar, the Owner therein sold, transferred , assigned all her right, title , interest and vacant and peaceful possession in respect of 25 Gunthas of agricultural land out of Gut No.2 , Hissa No.3E total admeasuring 50 Gunthas of land of Village – Dhekale, Taluka- Palghar jointly in favour of Mr. Satyandra MahendraSingh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave , the Purchasers therein in the proportionate and share described therein.
- B) WHEREAS by Deed of Conveyance dated 12<sup>th</sup> February, 2014 duly registered before Office of Sub- Registrar Palghar vide

document no.PRL-1788-2014 , Mr. Ishwar P. Mistri, the Owner therein sold, transferred , assigned all his right, title , interest and vacant and peaceful possession in respect of 25 Gunthas of agricultural land out of Gut No.2 , Hissa No.3E total admeasuring 50 Gunthas of land of Village –Dhekale, Taluka-Palghar jointly in favour of Mr.SatyandraMahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave , the Purchasers therein in the proportionate and share described therein.

- C) Thus, Mr. SatyandraMahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave have become joint owners & Occupiers in respect of entire piece and parcel of agricultural land of Gut No.2 , Hissa No.3E total admeasuring 50 Gunthas of land of Village –Dhekale, Taluka- Palghar and their names have been mutated upon 7/12 extract of said Gut No.2 , Hissa No.3E being joint owners & occupiers by virtue of certification of Mutation Entries No.\_\_\_\_\_ & \_\_\_\_\_ of Village – Dhekale, Tal- Palghar .
- D) WHEREAS by Deed of Conveyance dated 7<sup>th</sup> May 2013 , duly registered before Office of Sub- Registrar Palghar vide document no.PRL-4763-2013 , Mr. Govind Gangaram Bhoir& Mr. Milind Jagannath Gharat, the joint Owners therein sold, transferred , assigned all his right, title , interest and vacant and peaceful possession in respect of agricultural land bearing Gut No.1 , Hissa No.1/B total admeasuring 41Gunthas of land of Village – Dhekale, Taluka- Palghar jointly in favour of Mr.Allauddin Juned Shaikh & Mr. Satyandra Mahendra Singh Puwar alias Rahevar , the Purchasers therein in the proportionate and share described therein i.e. 80% & 20% respectively . The said transaction has been duly certified by office of Talathi Saja – Dhekale, Tal- Palghar by Mutation Entry no.\_\_\_\_\_ of Village – Dhekale, Tal- Palghar .
- E) Thereafter , by Deed of Conveyance dated 15<sup>th</sup> February,2014 duly registered before office of Sub- Registrar, Palghar vide document no.PRL-1939-2014, Mr.Allauddin Juned Shaikh , sold , transferred , assigned all his undivided share , rights ,title , interest and joint possession in respect of agricultural land i.e. 32.8 Gunthas of land out of Gut No.1 , Hissa No.1/B total admeasuring 41 Gunthas of land of Village –Dhekale, Taluka-Palghar in favour Mr.Bhavesh Krishankumar Dave upon terms and consideration agreed therein . The said transaction has been duly certified by office of Talathi Saja – Dhekale, Tal- Palghar by Mutation Entry no.\_\_\_\_\_ of Village – Dhekale, Tal-Palghar.

- F) Thus, Thus, Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave have become joint owners & Occupiers in respect of entire piece and parcel of agricultural land of Gut No.1 , Hissa No.1/B total admeasuring 41 Gunthas of land of Village –Dhekale, Taluka- Palghar.
- G) Thereafter , by Deed of Conveyance dated 19<sup>th</sup> September ,2013 duly registered before office of Sub- Registrar, Palghar vide document no.PRL-8406-2013, Mrs.Ashalata Harishankar Kandivalikar , sold , transferred , assigned all her rights ,title , interest and vacant and peaceful possession in respect of agricultural land bearing Gut No.96 Hissa No.2 admeasuring 20.2 Gunthas & Gut No.1 Hissa No.1A admeasuring 60 Gunthas of land of Village –Dhekale, Taluka- Palghar in favour Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave upon the share, terms and consideration agreed therein . The said transaction has been duly certified by office of Talathi Saja – Dhekale, Tal- Palghar by Mutation Entry no.\_\_\_\_\_ of Village – Dhekale, Tal- Palghar.
- H) Thus , Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave were jointly and sufficiently entitled to following piece and parcel of agricultural lands situated at Village –Dhekale , Tal- Palghar ,Dist- Palghar being joint owners , which are as follows :-

Sr.No.	Gat No.	Hissa No.	Area (H-R)	Assessment (Rs.-Ps.)
1	2	3E	0-50-0	1-73
2	1	1B	0-41-0	0-20
3	96	2	0-20-2	0-59
4	1	1A	0-60-0	0-50
		Total	1-71-2	

(Hereinafter jointly referred to as “Said Property” and more particularly described in the “**Schedule-I**” hereinafter referred.)

The 7/12 Extract Copies of said Properties are attached herewith as **Annexure “A Colly”** .

- I) Thereafter, Mr.Satyandra Mahendra Singh Puwar alias Rahevar & Mr.Bhavesh Krushnakumar Dave jointly applied to Office of Collector, Palghar for converting said Property into Non-Agricultural use for constructions of development scheme of Group Residential Houses for residential and commercial use. Accordingly , after following due procedure of law , Office of

Collector, Palghar converted the Said Property into Non Agricultural use by order dated 25<sup>th</sup> April ,2016 under Reference No. 00000/0000.0/00.0/00000-00/0000 .(Hereinafter referred to as “said NA Order”). The Copy of said NA Order is attached herewith as **Annexure “B”**.

- J) As per said NA Order , out total area of said Property an area admeasuring 218.87 Sq.Mtrs . has been reserved for road widening and area admeasuring 102.21 Sq.Mtrs has been reserved for service road and therefore net area for development is admeasuring 16799.01 Sq.Mtrs. Therefore , permissible constructions for propose residential use is 16948.80 Sq.Mtrs. upon said Property . Mr.Satyandra Mahendra Singh Puwar alias Rahevar& Mr. Bhavesh Krishankumar Dave jointly applied for propose phase wise scheme of Group Residential Houses for residential and commercial use for 11,857.76 Sq.Mtrs and accordingly Town Planning Office, Palghar& Upper Collector , Palghar approved the buildings plan on 5/2/2016 and on 25/4/2016 respectively for following phase wise Building constructions work :-

Sr. No .	Type of Bldg.	Gr.Floor (Sq.Mtrs.)	1 <sup>st</sup> Floor (Sq.Mtrs.)	2 <sup>nd</sup> Floor (Sq.Mtr)	3 <sup>rd</sup> Floor (Sq.Mtrs.)	4th Floor (Sq.Mtr )	Total Constr uction s (Sq.M trs.)	No of Buildi ngs	Total Construc ted Area.
1	Type-A	402.67	349.61	349.61	349.61	349.61	1801.11	01	1801.11
2	Type-B Row House Bunglow	71.00	48.49	0.00	0.00	0.00	119.49	10	1194.90
3	Type-C	353.08	350.02	250.08	350.02	350.02	1753.16	01	1753.16
4	Type-D	475.64	625.53	625.53	625.53	625.53	2977.76	01	2977.76
5	Type-E	755.72	750.20	750.20	750.20	750.20	3756.53	01	3756.53
6	Type-F	187.15	187.19	0.00	0.00	0.00	374.30	01	374.30
	Total	2884.27	2747.41	2075.36	2075.36	2075.36		15	11865.76

The Copy of said Sanctioned Plan is attached herewith as **Annexure “C”**.

- K) As, Mr. Satyandra Mahendra Singh Puwar alias Rahevar &Mr. Bhavesh Krishankumar Dave were in scarcity of funds for implementation of above referred phase wise scheme of Group Residential Houses for residential and commercial use upon said Properties , they invited three other partners with their capital and funds for implementation of said Scheme and accordingly

they formed partnership dated 25<sup>th</sup> November,2014 under the name and style as “**M/S. SAI RAJ NIRMAAN REALTORS**” and said partnership is duly registered before Office of Registrar of Partnership , Mumbai vide registration no.\_\_\_\_\_dated \_\_\_\_\_. Copy of said Partnership Registration Certificate dated \_\_\_\_\_is attached herewith as **Annexure “D”**(Hereinafter referred to as “said Partnership”)

- L) As per said Partnership , following five partners have introduced their respective capital share in equal profit and losses ratio. The Particulars of names of partners of “**M/S. SAI RAJ NIRMAAN REALTORS**” are as follow :-

Sr.No.	Name of the Partner
1	Mr.BhaveshKrushnakumar Dave
2	Mr. Dhananjay R. Raut (HUF)
3	Mr.Bharat B. Rathod (HUF)
4	Mr.SatyandraMahendra Singh Puwar alias Rahevar
5	Mr.Pawan Kumar B. Purohit

- M) As per said Partnership , except Mr.SatyandraMahendra Singh Puwar alias Rahevar &Mr. Bhavesh Krishankumar Dave all other partners have introduced their initial capital amount of Rs.15,00,000/- each and Mr. Satyandra Mahendra Singh Puwar alias Rahevar& Mr. Bhavesh Krishankumar Dave have introduced said Properties as their share of Capital . Thus , said partners of said partnership have jointly and sufficiently entitled to said properties being the Promoters/Developers . The vacant and peaceful possession of said properties have been already handed over to the partners of **M/S. SAI RAJ NIRMAAN REALTORS** for development purposes as per plans sanctioned and approved byTown Planning Office, Palghar& Upper Collector , Palghar.

- N) Therefore , the Promoters/Developers herein have sufficiently entitled to said Properties being the Developers and have right to develop the said Properties for maximum utilization of present and future FSI, balance FSI , development benefits. TDR benefits, benefits under various government schemes etc. and also sufficiently entitled to construct and to sell , assign constructed units/ flats /Row houses Bungalows/ buildings etc. to prospective purchasers on ownership / lease /license etc. basis for consideration/ remuneration on principal to principal basis i.e.

on their own names of **M/S. SAI RAJ NIRMAAN REALTORS.**

- O) AND WHEREAS, the Promoters/Developers are entitled and enjoined upon to construct buildings scheme of Group Residential Houses for residential and commercial use upon said properties to be known as “\_\_\_\_\_” on the said Properties in accordance with the recitals hereinabove. (Hereinafter referred to as “**Said Project**”).
- P) AND WHEREAS, the Promoters/Developers have Proposed to construct six types of buildings i.e. Type-A, Type- B (Row house Bunglow) , Type- C, Type-D, Type- E, Type- F on the said Properties as more particularly described in clause no (J) above .
- Q) AND WHEREAS, the Promoters/Developers have registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_ ; authenticated copy of said Registration is attached herewith as **Annexure “D”**;
- R) AND WHEREAS the Promoters/Developers have entered into a standard Agreement with an Architect **M/s.VastuShilp Associates**, Palghar registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- S) AND WHEREAS the Promoters/Developers have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- T) The Allottee/ Purchaser/s is/ are interested to purchase Apartment in form of residential unit from said Project and therefore requested the Promoters/ Developers give inspection of all title deeds , sanctions plans ,locations plans of said project as well as location plan of the said Apartment , said NA orders , approval etc. The Promoters / Developers have given inspection of all title deeds, sanctions plans, locations plans of said project as well as location plan of the said Apartment, said NA orders , approval etc. to the Allottee/ Purchaser/s and he/ she/ they are satisfied about himself/ herself / themselves about the title of

the said properties and authority of the Promoters/ Developers to develop the said Properties.

U) Before execution of this Agreement , the Promoters / Developers have represented and declared with the Allottee/ Purchaser/s that

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- i) They are sufficiently entitled to said Properties and have exclusive right to develop the said Properties as per plans & approval approved by the Competent Authorities.
- ii) They are going to develop the said Properties in phase wise manner as per the approved plans or further plans or balance /future FSI to be approved by the Competent Authorities.
- iii) They are going to approve the balance FSI and Future FSI , development benefits etc. to be available upon said Properties as per their convenience and availability of the funds, material , infrastructures, market conditions etc. without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s .
- iv) They have exclusive right to amalgamate adjoining plot/s with the said Properties for the purpose of development and have exclusive right to use the adjoining plot/s its FSI for the purpose of their own use and occupation or better use of the said properties without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s .
- v) They have exclusive right to raise the funds , investments upon said Project as well as said Properties for the development of the same by mortgaging the same with banks, financial institutions or any other manner without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s .
- vi) They have right to add or alter their partner/s from said Partnership as per their convenience without taking any prior separate written consent of the Allottee /Purchaser/s of the Apartment/s .
- vii) They are going to form the Apartment of flat/ Apartment/ Row houses bungalow the Allotees/ Purchasers under the name \_\_\_\_\_ and \_\_\_\_\_ style \_\_\_\_\_ as “\_\_\_\_\_Condominium” under the provisions of the Maharashtra Apartment Ownership Act ,1971 with the various covenants regarding entire said Project as well as flat/ Apartment/ Row houses bungalow to



be allotted to the Allotees/ Purchaser/s under this agreement.

- viii) The Promoters /Developers have exclusive right to manage the said Project as per their own convenience and policies .

V) AND WHEREAS, after going through the representations and declarations made by the Promoters /Developers, the Allottee/Purchaser/s has/have requested the Promoters /Developers to allot him/her/ them Residential Apartment / Row House Bungalow from Type-A/B/C/D/E/F building from said Project . Therefore , the Allottee/ Purchaser/s is/ are offered an Apartment/ Row House Bungalow bearing number \_\_\_\_\_ admeasuring \_\_\_\_\_Sq.Ft. carpet area on the \_\_\_\_\_floor of Type-A/B/C/D/E/F building to be known as “\_\_\_\_\_” , (herein after referred to as the said” Apartment”) being constructed in the \_\_\_\_\_phase of the said project, by the Promoters/Developers .

W)AND WHEREAS by virtue of the authorities referred above, the Promoters/Developers have sole and exclusive right to sell the Apartment/s in the said Type-A/B/C/D/E/F building to be constructed by the Promoters/Developers on the said project upon said Properties and to enter into Agreement/s with the Allotte(s)/Purchaser/s of the Apartment/s to receive the sale consideration in respect thereof.

X) AND WHEREAS on demand from the Allottee/Purchaser/s , the Promoters/Developers have given inspection to the Allottee/Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter’s Architects **M/s.Vastu Shilp Associates**, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder.

Y) AND WHEREAS title clearance certificate dated \_\_\_\_\_is being issued by the Advocate Mr.\_\_\_\_\_specifying the title of the said Properties and right of the Promoters/Developers to develop the said Properties . Copy of

said title Clearance Certificate is annexed herewith as **Annexure “E”**.

**Z)** AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/ the Purchasers , as sanctioned and approved by the local authority have been annexed and marked as **Annexure “F”**.

**AA)** AND WHEREAS the Promoters/Developers have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and if the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Buildings Completion Certificate of the said Buildings.

**BB)** AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers while developing the said project upon said Properties and the said building in respect of the said building/s shall be granted by the concerned local authority.

**CC)** AND WHEREAS the Promoters/Developers have accordingly commenced construction of the said building/s known as “\_\_\_\_\_” i.e. said Type-A/B/C/D/E/F in accordance with the said proposed plans.

**DD)** AND WHEREAS the Allottee/Purchaser/s has/have applied to the Promoters/Developers for allotment of an Apartment/ Row House Bungalow bearing number \_\_\_\_ admeasuring \_\_\_\_\_Sq.Ft. carpet area on the \_\_\_\_\_floor of Type-A/B/C/D/E/F building to be known as “\_\_\_\_\_” , (herein after referred to as the said” Apartment”) being constructed in the \_\_\_\_\_phase of the said project, by the Promoters/Developers.

**EE)** AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ Sq.feet and “carpet area” means the net usable floor area of an apartment, excluding the area covered by external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for

exclusive use of the Allottee, but includes the area covered by the internal partitions walls of the Apartment.

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

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

HH) AND WHEREAS, under section 13 of the said Act the Promoters/Developers are required to execute a written Agreement for sale of said Apartment with the Allottee/Purchaser/s , being in fact these present and also to register said Agreement under the Registration Act, 1908.

II) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, The Promoters/Developers hereby agrees to sell and the Allottee/Purchaser/s hereby agrees to purchase the Apartment in the Building .

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

1. The Recital of this Agreement shall form formal integrated part of terms and conditions of this agreement and same are building upon the parties to this Agreement.
2. The Promoters/Developers shall construct the said building consisting of ground plus \_\_\_\_\_upper floor building of Type-\_\_\_\_\_ and known as “\_\_\_\_\_” upon the part of said Properties in said Project 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/ Purchasers/s in respect of variations or modifications which may adversely affect the area, floor and location Apartment of the Allottee/Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

3. The Allottee/Purchaser/s hereby agrees to purchase from the Promoters/Developers and the Promoters/Developers hereby agrees to sell to the Allottee/Purchasers/s an Apartment/ Row House Bungalow bearing number \_\_\_\_ admeasuring \_\_\_\_\_Sq.Ft. carpet area on the \_\_\_\_\_floor of Type-A/B/C/D/E/F building to be known as “\_\_\_\_\_” (hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed and marked **Annexure “G”** for the total consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ for **open parking spaces**/Stilt car parking space bearing no.\_\_\_\_\_ amenity , more particularly shown by yellow colour upon the plan attached herewith as **Annexure “H”**).
4. The parties herein have agreed upon manner of payment in respect of said Total Consideration amount by the Allotte/Purchaser/s to the Promoters/ Developers in following manner :-
  - i. An amount of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) before execution of this agreement .However , the Allottee/Purchaser/s has/have paid the same to the Promoters /Developers and same is more particularly described in the Receipt clause hereinafter referred . (not exceeding 10% of the total consideration )
  - ii. An Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_ ) (not exceeding 30% of the total consideration) to be paid to the Promoters/Developers at the time of execution of this Agreement and same is more particularly described in the Receipt clause hereinafter referred.
  - iii. An Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_ ) (not exceeding 45% of the total consideration) to be paid to the Promoters/Developers of the Plinth of the building or wing in which the said apartment is located.
  - iv. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_ ) (not exceeding 70% of the total consideration) to be paid to the Promoters/Developers on completion of the slabs and stilts of the building in which the said Apartment is located.

- v. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 75% of the total consideration) to be paid to the Promoters/Developers on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
  - vi. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 80% of the total consideration) to be paid to the Promoters/Developers on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
  - vii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 85% of the total consideration) to be paid to the Promoters/Developers on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located.
  - viii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 95% of the total consideration) to be paid to the Promoters/Developers on completion of the water pumps, electrical fittings, electro, mechanical and environment requirements entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
  - ix. Balance amount of Rs. \_\_\_\_\_(\_\_\_\_\_) against and at the time of handing over of the vacant and peaceful possession of the Apartment to the Allottee/Purchaser/s on or after receipt of occupancy certificate or completion certificate.
  - x. ***Amount of Rs. \_\_\_\_\_/- being 1% of total consideration amount towards TDS amount , if the total consideration exceeds Rs.50,00,000/-***
5. The Total Price above exclusives GST, Government or Semi Government taxes up to the date of handing over the possession of the said Apartment. The Allottee/ Purchaser/s shall liable to pay proportionate or entire amount of GST taxes upon the amount of this Agreement to the Promoters/Developers as an when the Promoters/Developers demands it in writing from the Allottees/ Purchasers.
  6. 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 Promoters/Developers undertakes and agrees that while raising a demand on the Allottee/Purchasers for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters/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 Allottee/Purchaser/s, which shall only be applicable on subsequently payments.

7. The Promoter/Developers 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 shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter/Developers shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee/Purchasers. If there is any increase in the carpet area allotted to Allottee, The Promoter/Developers shall demand additional amount from the Allottee/Purchaser/s as per the next milestone of the payment plan.
8. The Allottee/Purchaser/s authorize the Promoter/Developers to adjust/appropriate all payments made by him/her/ them under any head(s) of dues against lawful outstanding , if any, in his/her / their name as Promoter/Developers may in its sole discretion deem fit and the Allottee/Purchaser/s undertakes not to object/demand/direct the Promoter/Developers to adjust his/ her/ their payments in any manner.
9. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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/Purchaser/s , obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
10. The Promoter/Developers shall handover vacant and peaceful possession of the said Apartment to the Allottee/ Purchaser/s on or before \_\_\_\_\_, subject to compliance of the terms and

obligation to pay entire consideration as well as all dues payments , taxes to the Promoters/ Developers as per this Agreement.

11. Time is essence of the Promoter/Developers as well as the Allottee. The Promoter/Developers shall abide by the time schedule for completing the project and handing over the [Apartment] to the allottee 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 installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter/Developers as provided herein above.
12. The Promoter/Developers shall provide amenities to said Apartment and common amenities said \_\_\_\_\_ building and said Project and same are more particularly described in the **Annexure "I"** hereinabove.
13. The Promoters/Developers hereby declares that the Floor Space Index available as on date in respect of the said project upon said Properties is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of 16948.80 Sq.Mtrs by availing present available FSI as per present development policies , rules & regulations. If while implementing various development scheme as mentioned in the development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project upon said Properties or plot of land to be amalgamated to said properties . The Promoter has disclosed the Floor Space Index of 16948.80 Sq.Mtrs by availing available FSI available scheme as mentioned in the Development Control Regulation ***or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.*** The Promoters/Developers have disclosed the Floor Space Index of 16948.80 Sq.Mtrs as Propose to be utilized by them on the said project upon said Properties and Allottee/Purchaser/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters/Developers by utilizing the proposed FSI on the understanding that the declared proposed FSI shall belong to Promoters/Developers only.
14. The Allottee/Purchaser/s hereby declares and undertakes to the Promoters/Developers that :-
  - a) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for utilization of balance / future FSI upon the said

properties or after adjoining plot to be amalgamated to the Promoters/Developers .

- b) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for change in location of the constructions of the buildings from said Project .
- c) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for constructions for additional floors upon the buildings approved by planning authority for utilization of balance / future FSI upon said Properties .
- d) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for execution and registration of separate Deed of Apartment in respect of the said Apartment as per draft to be approved and provided by the Developers/Promoters for participation under the provisions of Maharashtra Apartment Ownership Act ,1971at the cost of the Promoters/Developers . The said Deed of Apartment to be executed and register simultaneously at the time of handing over vacant and peaceful possession of said Apartment to the Allottee/Purchaser/ s as per terms of this agreement .
- e) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for all forms , undertaking , applications etc. for formation of \_\_\_\_\_ Condominium as per Maharashtra Apartment Ownership Act ,1971.
- f) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for due observations of rules, regulations, resolutions to be finalized by the Promoters/Developers or \_\_\_\_\_ Condominium.
- g) He /She/ they shall not cause any obstructions or hindrances to the Developers/ Promoters during the course of development of the said properties and said buildings .
- h) He /She/ they shall regularly pay periodical maintenances charges , amenities charges in respect of said Apartment to the Promoters/Developers till formation of \_\_\_\_\_ Condominium .

15. As long as the Allottee/ Purchaser/s is/ are making payment of balance consideration of this agreement to the Promoters/Developers, and If the Promoters/Developers fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchaser/s, the Promoters/Developers agrees to pay to the Allottee/Purchaser/s , who does not intend to withdraw from the project, interest @ \_\_\_\_\_% p.a. upon the already paid amount to the Promoters /Developers by the Allottee/ Purchaser/s till handing over



vacant and peaceful possession of said Apartment to the Allottee/  
Purchaser/s .

16. Without prejudice to the right of the Promoters /Developers, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee/ the Purchaser/s to Promoters/Developers on demand by the to the Promoters /Developers under this Agreement ,and on the Allottee/Purchaser/s committing defaults of payment of installments or any due amount , the Promoters /Developers shall at their own option, may terminate this Agreement ,Provided that, Promoters/Developers shall give notice of fifteen days in writing to the Allottee/Purchaser/s, by Registered Post AD at the address provided by the allottee and /or mail at the e-mail address provided by the Allottee, of their intention to termination 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/Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters /Developers within the period of notice then at the at the end of such notice period, Promoters /Developers shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters /Developers shall refund 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, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters .

17. The Promoters /Developers shall give possession of the Apartment to the Allottee/Purchaser/s on or before \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_. If the Promoters /Developers fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters /Developers 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 may mentioned 1 herein above from the date the Promoters /Developers received the sum till the date the amounts and interest thereon is repaid. Provided that thePromoters /Developersshall 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.

18. Procedure for taking possession- The Promoters /Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s 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 10 days from the date of issue of such notice and the Promoters /Developers shall give possession of the Apartment to the Allottee. The Promoters /Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities documentation on part of the Promoters /Developers. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters /Developers or \_\_\_\_\_ Condominium, as the case may be. The Promoters /Developers on its behalf shall offer the possession to the allottee in writing within 10 days of receiving the occupancy certificate of the Project. The Allottee/Purchaser/s shall take possession of the Apartment within 10 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 19 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 18, the Allottee shall take possession of the Apartment from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Developers shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause above, such Allottee shall continue to be liable to pay maintenance charges as applicable.
20. If within a **Period of five years from** the date of handing over the Apartment to the Allottee, 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 Promoters/Developers at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters/Developers , compensation for such defect in the manner as provided under the Act.
21. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she/they

shall use the garage or parking space only for purpose of keeping or parking vehicle otherwise , the Promoters have exclusive right to cancel the parking amenity attached to said Apartment and shall allot it to any other Allottee.

22. The Allottee/Purchaser/s along with other allottee(s) of Apartments in the building shall join in forming and registering the \_\_\_\_\_ Condominium to be formed under Maharashtra Apartment Ownership Act ,1971 as the Promoters have decided 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 Apartment and for becoming a member, including the bye-law of proposed Apartment and duty fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee is any; changes or modifications are made in draft bye-laws of Apartment as the case may be, or any other Competent Authority.
23. The Promoters/Developers shall, within six months from completion of entire development of said project after exhausting maximum FSI from the said Properties shall register \_\_\_\_\_ Condominium under Maharashtra Apartment Ownership Act ,1971.
24. The Promoters/Developers shall, within three months of registration of \_\_\_\_\_ Condominium under Maharashtra Apartment Ownership Act ,1971, as aforesaid, cause to be transferred to \_\_\_\_\_ Condominium all the right, title and interest of the said property owners as well the promoters/developers in the said project upon said properties on which the buildings to be constructed with restrictive use, general use , covenants in respect of rights of the Allottee/ Purchaser/s and the Promoters/Developers.
25. Within 10 days after notice in writing is given by the Promoters/Developers to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the respect of the said Project and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project and Building/s. Until the \_\_\_\_\_ Condominium is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters/Developers such proportionate share of

outgoings as may be determined. The Allottee further agrees that till the Allottee's shares is so determined the Promoters/Developers. The amounts so paid by the Allottee to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until assignment of lease of the structure of the building or wing is executed in favour of the \_\_\_\_\_ Condominium . On such conveyance/lease/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters/Developers to the \_\_\_\_\_ condominium , as the case may be.

26. The Allottee/Purchasers shall on or before delivery of possession of the said Apartment , keep deposited with the Promoters/Developers , the Following amounts:-

- (i) Rs. \_\_\_\_\_ for share money, application entrance fee of the \_\_\_\_\_ Condominium .
- (iii) Rs. \_\_\_\_\_ for formation and registration of the \_\_\_\_\_ Condominium under Maharashtra Apartment Ownership Act ,1971.
- (iv) Rs. \_\_\_\_\_ for proportionate share of taxes and other charges/levies in respect of \_\_\_\_\_ building .
- (v) Rs. \_\_\_\_\_ for deposit towards provisional monthly contribution towards outgoings of \_\_\_\_\_ Building .
- (vi) Rs. \_\_\_\_\_ For Deposit towards Water, Electric, and other utility and services connection charges &
- (vii) Rs. \_\_\_\_\_ for deposits of electrical receiving and sub Station provided in Layout .

27. The Allottee/Purchaser/s shall pay to the Promoters/Developers a sum of Rs. \_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/Developers in connection with formation of the \_\_\_\_\_ Condominium and Deed of Apartment , Agreement for Sale and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

28 . At the time of registration of Lease 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

\_\_\_\_\_condominium on such lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of Lease of the project land, the Allottee shall pay to the Promoters/Developers , the Allottee' share of stamp duty and registration charges payable, by the said \_\_\_\_\_condominium on such lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of \_\_\_\_\_Condominium .

## **29 .REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS :-**

The Promoters/Developers hereby represents and warrants to the Allottee/ Purchasers are as follows;

- i. The Promoters/Developers have clear and marketable title with respect to the said properties ; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project upon said properties and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approval from time to time to complete the development of the said project;
- iii. There are no encumbrances upon the said project upon said properties 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 said project land .
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said project, said properties and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, said properties and said building/wing 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 said Project, said properties , Building/wing and common areas;

- vi. The Promoters/Developers have 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;
- vii. The Promoters/Developers have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this agreement;
- viii. The Promoters/Developers confirms that the Promoters/Developers are not restricted in any manner whatsoever from selling the said Apartment to the allottee in the manner contemplated in this agreement;
- ix. At the time of execution of the Lease deed of the structure to the association of allottees the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee as per \_\_\_\_\_ Condominium ;
- x. The Promoters/Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and /or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- xi. **No notice from the Government** or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters/Developers in respect of the project land and /or the project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allotte's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or the building in which the Apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the apartment is situated or storing of which 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 in this behalf, the Allottee shall be liable for the consequence of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolished 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 particulars, 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, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the Prior written permission of the Promoter and/or the society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any

- part thereof or whereby **may** increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
  - vii. Pay to the Promoters/Developers within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
  - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of changes of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
  - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the apartment until all the dues payable by the the Allottee to the Promoter under this Agreement are fully paid up.
  - x. The Allottee shall observe and perform all the rules and regulations \_\_\_\_\_ Condominium 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 By-laws for the time being of the concerned local authority and the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the \_\_\_\_\_ Condominium 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.
  - xi. Till a Lease of the structure of the building in which Apartment is situated is executed in favour of \_\_\_\_\_ condominium , the Allottee shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to entrance into and upon the said



buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a Lease of the said properties on which the building in which Apartment is situated is executed in favour of \_\_\_\_\_Condominium , the Allottee shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof view and examine the state and condition thereof.

31. The Promoters/Developers 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 , maintenances etc. for the formation of Condominium under Maharashtra Apartment Ownership Act ,1971or towards the out goings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

32 .Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said properties 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, common internal road , swimming pool, club house, restaurant etc. will remain the property of the Promoters/Developers .

### **33. Promoter shall not mortgage or create charge**

After the execution of this agreement ,the Promoters/Developers 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 Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers 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-Registration as and when intimated by the Promoter, then the Promoters/Developers 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 annexure, 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/plot/building, as the case may be.

#### **35. RIGHTS 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 Allottee of the Apartment, in case of a transfer, as the said obligation 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 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.

#### **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 Apartment in the said 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 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 Promoters/Developers 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, in 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. Hence this Agreement shall be deemed to have been executed at.

41 . The Allottee and/or Promoters/Developers shall present this Agreement as well as the assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters/Developers will attend such office and admit execution thereof.

42. That all notices to be served on the Allottee and the Promoters/Developers 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/ Under Certificate of Posting at Their respective addresses specified below:

Name of Allottee

(Allottee's Address)

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

**M/S. SAI RAJ NIRMAAN REALTORS,**

its registered & principal place of business office at EC/93,A-003,Krishna Sagar CHS.Ltd.,EVersehine City , Vasai (East), Tal- Vasai, District- Palghar, Pin no. 401201.

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

It shall be the duty of the Allottee and the Promoters/Developers 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 communication and letters posted at the above address shall be deemed to have been received by the Promoters/Developers or the Allottee, as the case may be.

#### **43. JOINT ALLOTTEE**

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

**44. Stamp Duty and Registration :-**The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

**45. Dispute Resolution :-** 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.

#### **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 Palghar courts will have the jurisdiction for this agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

#### SCHEDULE-I

Piece and parcel of non- agricultural lands situated at Village – Dhekale , Tal- Palghar ,Dist- Palghar, which are as follows :-

Sr.No.	Gat No.	Hissa No.	Area (H-R)	Assessment (Rs.-Ps.)
1	2	3E	0-50-0	1-73
2	1	1B	0-41-0	0-20
3	96	2	0-20-2	0-59
4	1	1A	0-60-0	0-50
		Total	1-71-2	

SCHEDULE-II

Apartment/ Row House Bungalow bearing number \_\_\_\_ admeasuring \_\_\_\_\_Sq.Ft. carpet area on the \_\_\_\_\_floor of Type-A/B/C/D/E/F building to be known as “\_\_\_\_\_” constructed and situated upon property more particularly described in the Schedule-I hereinabove .

**SIGNED AND DELIVERED BY** )

**THE WITHIN NAMED“ The Promoters/Developers”)**

**M/S. SAI RAJ NIRMAAN REALTORS** )

**Through authorized partner** )

**Mr.**\_\_\_\_\_ )

**PAN NO.**\_\_\_\_\_ )

In the presence of )

**SIGNED AND DELIVERED BY** )

**THE WITHIN NAMED“ TheAllotee/Purchaser/s ”)**

**Mr./Mrs/M/s.** \_\_\_\_\_ )

**PAN NO.**\_\_\_\_\_ )

In the presence of )

Witnesses :-

1

2

**RECEIPT**

We, M/S. SAI RAJ NIRMAAN REALTORS , have received an amount of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_Only)

towards part consideration amount of this Agreement from the Allotee/Purchaser through following cheques/DD/Pay order /RTGS/Cash system :-

Sr.No.	Bank Name	Cheque/DD/Pay order /RTGS/Cash No.	Date	Amount

We say received ,

For M/S. SAI RAJ NIRMAAN REALTORS

DRAFT

Please feel free to call your Relationship Manager Mr. \_\_\_\_\_ at \_\_\_\_\_ or email us at \_\_\_\_\_ and we will be glad to assist you.

Thanking you,

Yours faithfully,  
For **Sairaj Nirmaan Realtors**

**Authorized Signatory**

**ANNEXURE A**

- All statutory taxes, cess, charges etc. including Goods and Services Tax, Service Tax, VAT, TDS, stamp duty, registration charges etc. as applicable under law shall be payable by you.
- Other outgoings and charges (e.g. electricity charges, water charges, legal charges, maintenance charges, other deposits etc.) will be charged separately.
- All delayed payments attract interest as per terms of Application Form.
- **Payment Schedule (As annexed)**

Note: All the terms and conditions and obligation of parties as contained herein shall be subject to RERA Act and the state rules and regulations made therein, the exercise of such rights and obligations shall be subject to RERA Act and rules. Any change in act or rules shall be simultaneously applicable to this allotment automatically and any terms inconsistent terms shall not have any effect.