

To

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

**Mr./Ms.** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ALLOTMENT LETTER**

Ref.: (1) Project – **“Ornate Heights” Phase I in B Wing**, having RERA Registration No. \_\_\_\_\_

(2) Your application dated \_\_\_\_\_ for allotment of an Apartment in building No. \_\_\_\_\_ in Project Known as “Ornate Heights” Phase I, B Wing, situated at Village : Gokhiware, Taluka Vasai, District: Palghar and within the jurisdiction of Vasai Virar City Municipal Corporation

Dear Sir / Madam,

We are pleased to confirm allotment of residential/Commercial Apartment No. \_\_\_\_\_ of the \_\_\_\_\_ type of carpet area admeasuring..... sq. meters along-with for exclusive use of the Allottee, open balcony of \_\_\_\_\_ sq. meters, enclosed balcony of \_\_\_\_\_ sq. meters, Varhanda / Sit-out of \_\_\_\_\_ sq. meters and exclusive terrace of \_\_\_\_\_ sq. meters, on \_\_\_\_\_ floor in \_\_\_\_\_ Wing of the building No. \_\_\_\_ (**“the Apartment”**) at Project **“ORNATE HEIGHTS” PHASE I**, for the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) including Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the proportionate price of the common areas and facilities.

We are also allotting covered/open parking spaces bearing Nos \_\_\_\_ situated at \_\_\_\_\_ stilt being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions and Payment Plan as agreed by you in the Application Form.

We have received a sum of Rs. \_\_\_\_\_/- vide Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_, \_\_\_\_\_ Branch being the earnest deposit towards issue of allotment of said flat.

The Total Consideration as mentioned above excludes taxes paid or payable by the Promoter, and/or which are recoverable from me/us, at applicable rates from time to time by way of Value Added Tax ("VAT"), Service Tax, Goods and Services Tax ("GST") and Cess or any other similar / indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Apartment and/or Agreement for Sale upto the date of handing over the possession of the said Apartment.

You are required to pay the requisite stamp duty and registration charges on the Agreement for Sale to be executed between us and registered the same within \_\_\_\_ days from the date of this Allotment Letter. The payment schedule shall be drawn in the Agreement and the Allottee agrees to make the payment to the Promoters strictly as per schedule mentioned therein under Agreement as per the clauses mentioned therein.

Thanking you,

Yours faithfully,

For **M/S. ORNATE CITY PROMOTERS**

\_\_\_\_\_

Authorized Signatory

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN;**

**M/S. ORNATE CITY DEVELOPERS** a partnership firm, under the provisions of Indian Partnership Act, 1932 and having its corporate office address at Unit 1007 'B' Wing, 10th Floor, Kanakia Wall Street, Chakala, Andheri (E), Mumbai – 400 093, through its partner **M/s Ornate Infra Holdings (P) Ltd** through its **Director Mr. Sunil Gupta**, hereinafter referred to as the **“PROMOTER”** (which expressions shall, unless it be repugnant to the context or meaning thereof, mean and include its Partners, Directors, their respective nominees, heirs, administrators, legal representatives, assigns, etc.) of the **FIRST PART; AND**

SHRI/SMT/M/s./MISS. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ having their PAN No. \_\_\_\_\_,

having his/her/their address for the purpose of these presents at

\_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the **“ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof shall in case of individuals mean and include his/her/their respective heirs, executors, administrators, successors and assigns and in case of partnership firm the partner or

partners for the time being and from time to time constituting the said firm and survivors or survivor of them and the heirs, executors and administrators and assigns of last surviving partner and in case of incorporated bodies, its permitted successors and assigns) of the **OTHER PART.**

The PROMOTER/Owner and the Purchaser/s are hereinafter collectively referred to as "Parties" and individually as "Party".

#### **WHEREAS**

**A.** By and under diverse registered Conveyance Deeds/Sale Deed, the Owners are the absolute owners of and seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of contiguous lands bearing Survey No. 62, Hissa No. 1, 7; Survey No. 63 Hissa No. 2/1, 2/2, 3; Survey No. 64 Hissa No. 1, 2, 3; Survey No. 65; Survey No. 68 Hissa No. 1, 2, 3; Survey No. 69 Hissa No. 1, 2, 3, 4, 5; Survey No. 72; Survey No. 73; Survey No. 75, Hissa No. 1, 2/1, 2/2, 3, 4, 5, 7; Survey No. 76; Survey No. 77, Hissa No. 2, 3, 4, 5, 6, 7; Survey No. 81, Hissa No. 5, 6, 8, 9, 13, 14, 16, 18, 22, 23; Survey No. 82, Hissa No. 5, 7, 8/1, 9; Survey No. 83, Hissa No. 1/pt.; Survey No. 84, Hissa No. 3, 4 6/pt., 7/pt., 8, 10, 11; Survey No. 85, Hissa No. 3B, 9, 10, 12; Survey No. 87, Hissa No. 1, 2, 4; Survey No. 88, Hissa No. 1A, 1B, 2A, 2B, 3, 7; Survey No. 88, Hissa No. 1A, 1B, 2A, 2B; Survey No. 89, Hissa No. 1, 2, 4, Survey No. 271, Survey No. 272, Survey No. 273, Survey No. 274 Hissa No. 1, 2, 3; Survey No. 275, Hissa No. 1, 2; Survey No. 276, Hissa No. 1, 2, 3, 4; Survey No. 277, Hissa No. 2, 3; Survey No. 278 Hissa No. 1, 2, 3; Survey No. 279, Hissa No. 1; Survey No. 280 Hissa No. 1, 2, 3, 4, 5 of Village-Gokhiware, Taluka Vasai, District Palghar, which consists of the entire Layout and known as "YASHWANT SMART CITY" and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as the ("**SAID LARGER PROPERTY**")).

- B. The PROMOTER/Owner is developing the contiguous lands forming portion of the said Property together with the right to avail, utilize and consume proposed Residential cum commercial area admeasuring 3668.38 sq. mtrs. Built – up area of Building No. 4, Wing - B in Sector – III and residential cum commercial area admeasuring 4224.77 sq. mtrs., Built – up area of Building No. 4, Wing - C in Sector – III, on land bearing Survey No. 77, Hissa No. 5, 6, 7 and survey no. 81 hissa no. 14, the Total residential cum commercial FSI area admeasuring 7893.15 sq. meters built-up area collectively lying and situated at Village : Gokhiware, Taluka Vasai, District : Palghar and within the jurisdiction of Vasai Virar City Municipal Corporation (hereinafter referred to as the **“PROJECT/DEVELOPMENT LAND”**). The Land is more particularly described in the SECOND SCHEDULE hereunder written and delineated by a red colour boundary line on the plan annexed hereto and marked as **Annexure ‘A’**.
- C. Vide Agreement for Development dated \_\_\_\_\_ duly registered with sub-registrar office at \_\_\_\_\_ bearing registration No. \_\_\_\_\_ the said owners have granted a development right in respect of said land in favour of the PROMOTERS herein for the consideration and on the terms and conditions mentioned therein.
- D. Based on its right and entitlement, the PROMOTER/Owner is going to develop the Land and carry out the development in a single-phased manner in consonance with the Relevant Laws in the manner the PROMOTER/Owner may deem fit. For the purpose of this Agreement, “Relevant Laws” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

- E. The PROMOTERs has presently commenced the development of the Project), which is to be developed on the Land in the name and style of **“ORNATE HEIGHTS”** for residential cum commercial use as per permission/s obtained from the competent authorities consisting of consisting of Wing B comprising of basement, stilt / ground floor; and 18 floors (“Project”).
- F. The PROMOTER has appointed M/s SANAT MEHTA & ASSOCIATES (Mr. Sanat Mehta) as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- G. The PROMOTER has appointed M/s. Sanghvi and Associates Consultants (P) Ltd, as 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.
- H. The PROMOTER through its Architect submitted the building plans in respect of the Project for sanction thereof and Vasai Virar City Municipal Corporation (VCCMC). (hereinafter referred to as “VCCMC”) has sanctioned the same. VCCMC has issued Revised Development Permission dated 18<sup>th</sup> November 2019 bearing reference number VCCMC/TP/RDP/VP-0329, 0815 & 0509/196 /2019-20 for the Project. The Revised Development Permission is annexed hereto and marked as **Annexure ‘B’**.
- I. The PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (“Act”) read with 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 (“Rules”) with the Real Estate Regulatory Authority at \_\_\_\_\_ under no \_\_\_\_\_, an authenticated copy of which has been attached hereto as **Annexure ‘C’**;
- J. The authenticated copy of Certificate of Title issued by M/s. \_\_\_\_\_, Advocates & Solicitors of the PROMOTER,

authenticated copies of property card or any other relevant revenue record showing the nature of the title of the PROMOTER to the Land on which the Flat is constructed or are to be constructed has/have been annexed hereto and marked as **Annexure 'D' and 'E'**, respectively.

- K. The PROMOTER has sole and exclusive right to sell the Flat in the Building/s to be constructed by the PROMOTER in the Project and to enter into Agreement/s with the Purchaser/s of the Apartment/Flat and receive the sale consideration in respect thereof;
- L. On demand from the Purchaser/s, the PROMOTER has given inspection to the Purchaser/s of all the documents of title relating to the Land / Development Rights and the plans, designs and specifications prepared by the PROMOTER's Architects and of such other documents as are specified under the Act, the Rules and Regulations made there under;
- M. The ALLOTTEE has independently has made himself aware of the specifications provided by the PROMOTER and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure 'F'**. (List of Amenities)
- N. The PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Building/s and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the Building/s. While sanctioning the Land concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the Land and the Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building/s shall be granted by the concerned local authority. The PROMOTER has accordingly commenced construction of the Building/s in accordance with the plans.

- O. The Purchaser/s has applied to the PROMOTER for allotment of an Apartment/ Flat No. .... on .....floor in Building(s)/Wing no(s). \_\_\_\_ (“Apartment/). \_\_\_\_ (“Flat”) being constructed in the Project and \_\_\_\_ independent car parking space(s) / Nil dependent car parking space(s) (“Car park(s)”) in the basement of the Building(s)/Wing(s);.
- P. The Carpet Area of the Flat is \_\_\_\_\_ square meters and Exclusive Areas of the Flat is \_\_\_\_\_ square meters. For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Purchaser/s and other areas appurtenant to the Flat for exclusive use of the Purchaser/s. The authenticated copy of the Floor plan duly showing the said apartment agreed to be purchased by the Allottee is annexed and marked as **Annexure ‘G’** as referred herein above.
- Q. 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 the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Flat and the covered parking(if applicable).
- S. Notwithstanding anything otherwise stated in any other document/ allotment / letter given or communicated with the ALLOTTEE anytime prior, this agreement shall be considered as



the only document and its condition shall be read as the only condition valid and basis for which the said unit is agreed to be sold to the ALLOTTEE.

- T. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all times, 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. And that the ALLOTTEE has not given any third party rights to enforce the said agreement unless the said unit is transferred to them.
- U. Prior to the execution of these presents the Purchaser/s 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 Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the PROMOTER doth hereby admits and acknowledges) and the Purchaser/s has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.
- V. Under section 13 of the said Act the PROMOTER/PROMOTER is required to execute a written Agreement for sale of the Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. The Parties hereto are desirous to reduce in writing all the terms and conditions of these transactions and hence this presents.

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

**1. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The PROMOTERS have started developing the Building “B” wing consisting of stilt plus 18 upper floors known as **“ORNATE HEIGHTS”** in **Phase-I** of the said property being forming part of project land, and more particularly described in first Schedule in accordance with the plans, designs, elevation, selections, sections details and specifications as approved and sanctioned by the

authority or any other officer duly empowered in this regard and also by the Vasai Virar City Municipal Corporation and other authorities concerned.

No prior consent in writing of the Allottee is required to be obtained by PROMOTER in respect of variations or modifications which may adversely affect the apartment of the Allottee including any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase/project land which are required to be made by PROMOTER in compliance of any direction or order etc issued by the competent authority, under any law of the state or central government for the time being in force.

**2. CONSIDERATIONS/ PRICE OF THE SAID APARTMENT:**

- (a) (i) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. Mt, (RERA Carpet) Type \_\_\_\_\_ and exclusive balcony area admeasuring \_\_\_\_\_square meter on \_\_\_\_\_ floor in the Building Wing 'B' to be known as "**ORNATE HEIGHTS** " (hereinafter referred to as the 'Apartment' and more particularly described in the SECOND SCHEDULE hereunder written) to be constructed in Phase- \_\_\_\_\_ of the said property being forming part of project land, as shown in the floor plan thereof hereto annexed (copy of approved plan and floor plan) for the consideration of Rs. \_\_\_\_\_ and pro rata share in common areas and amenities under ("Common Areas") 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 **Annexure 'H'** herewith.
- a) The RERA carpet area of the said apartment is \_\_\_\_\_ sq.mtrs.
- b) The sanctioned plans include the provisions for balcony adms. \_\_\_\_\_ sq.mtrs. for exclusive beneficial use of the said apartment;
- c) The sanctioned plans include provisions for ornamental projections adms \_\_\_\_\_ sq.mtrs. for exclusive beneficial use of the said apartment;

(ii) The allottee shall not be entitled to claim use of similar facilities available with other apartment(s) and shall use it for the purpose for which they are sanctioned.

(iii)The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE parking spaces bearing Nos. \_\_\_\_\_ situated at stilt of building comprising of Wings \_\_\_ constructed in the layout for the consideration of Rs.\_\_\_\_\_/-(Rs.\_\_\_\_\_Only)

**(b).** The total aggregate consideration amount for the apartment including stilt parking spaces (if applicable) is thus Rs.\_\_\_\_\_/-

**(c).** The ALLOTTEE has paid on or before execution of this agreement sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_only) as advance payment or application fee and hereby agrees to pay to the PROMOTER the balance amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the following manner:-

1.	Rs._____/-(Rupees_____ _____ _____ _____Only.)	As earnest money deposit on the Booking of Apartment (the payment and receipt whereof the PROMOTERs do hereby admit and acknowledge and forever acquit, release and discharge the Allottees from the same and every part thereof)
2.	Rs._____/-(Rupees_____ _____ _____Only.)	On the execution of these presents.
3.	Rs._____/-(Rupees_____ _____ _____Only.)	On the casting of the plinth of the proposed Building,
4.	Rs._____/-(Rupees_____ _____	On the casting of the 1st slab of the proposed Building.

	_____Only.)	
5.	Rs._____/ - (Rupees_____ _____ _____Only.)	On the casting of the 3rd slab of the proposed Building.
6.	Rs._____/ - (Rupees_____ _____ _____Only.)	On the casting of the 5th slab of the proposed Building.
7.	Rs._____/ - (Rupees_____ _____ _____Only)	On the casting of the 7th slab of the proposed Building.
8.	Rs._____/ - (Rupees_____ _____ _____Only)	On the casting of the 9th slab of the proposed Building.
9.	Rs._____/ - (Rupees_____ _____ _____Only)	On the casting of the 11th slab of the proposed Building.
10.	Rs._____/ - (Rupees_____ _____ _____Only)	On the casting of the 13th slab of the proposed Building.

11.	Rs. _____/- (Rupees _____ _____ _____ Only)	On the casting of the 15th slab of the proposed Building.
12.	Rs. _____/- (Rupees _____ _____ _____ Only)	On completion of Brick work / internal plaster/ Floorings/Doors & windows
13.	Rs. _____/- (Rupees _____ _____ _____ Only)	On completion of Sanitary fittings staircases, lift wells, lobbies up to floor of apartments
14.	Rs. _____/- (Rupees _____ _____ _____ _____ Only)	On completion of internal & external plumbing, elevation terraces with water proofing
15.	Rs. _____/- (Rupees _____ _____ _____ Only)	On completion of plinth protection, electro mechanical fittings, paving areas,
16.	Rs. _____/- (Rupees _____ _____ _____ Only)	On completion of Lifts, Entrance Lobbies etc.

17.	Rs. _____/- (Rupees _____ _____ _____ Only)	On possession / receipt of Occupation Certificate.
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It is further agreed by and between the parties that before registering the Agreement for sale the Allottee shall pay the tax deduction at source (if applicable) at the rate of 1% or applicable rate. All the procedure in respect of Section 194 IA on Tax Deducted at Source of Immovable Property shall be an obligation of the Allottee only.

- (d)** The total price above excludes taxes consisting of tax paid or payable by the ALLOTTEE by way of value added tax, service tax, and Cess, GST or any other similar taxes which may be levied. up to the date of handing over the possession of the Apartment. Taxes shall be payable by the Purchaser/s on demand made by the PROMOTER within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the PROMOTER from and against the same.
- (e)** The total price is escalation-free except escalations/increases, due to increase on account of development charges payable to the competent Authority and/or 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 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 the effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments. The PROMOTER may charge the ALLOTTEE separately for any up gradation/ changes specifically requested or approved by the ALLOTTEE in fittings, fixtures and specifications and any other facility which have been done on the ALLOTTEE's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

The PROMOTER herein on due date/ or on reaching aforesaid construction milestone/ state shall intimate the amount payable as

stated above in writing or by digital email, to the ALLOTTEE and the ALLOTTEE shall make payment of such due amount to the PROMOTER within seven days from the date of receiving such intimation. The ALLOTTEE herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

The Allottee/s hereby acknowledges that the PROMOTER has passed on to them the benefit of GST on account of ITC (Inputs Tax Credits) on the inputs used in construction of Apartments /shops. The Allottee further indemnifies the PROMOTER herein against all claims on account of lower GST by confirming that all the benefits of ITC have been duly adjusted in the lower rate of Sale Price being charged by the PROMOTER in the sale of the said Apartment / shop.

- (f)** The PROMOTER may allow, in its sole discretion, a rebate for early payment of equal installments payable by the ALLOTTEE by discounting early payments @ 6% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a ALLOTTEE by the PROMOTER.
- (g)** The PROMOTER shall confirm the final carpet area that has been allowed to the ALLOTTEE after the construction of the said building is complete and the occupancy certificate/ Building Completion Certificate (BCC) 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 per cent. The total price table 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 45 days on demand made 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 the monetary adjustments shall be made at the same rate per Sq.ft.as agreed as per the terms this agreement.

- (h) The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any heads 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.
- (i) 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 certificate in respect of the Apartment.
- (j) Time is essence for the PROMOTER as well as the ALLOTTEE.
- (k) The PROMOTER shall abide by the time schedule for completing the said building and handing over the Apartment 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause (c) herein above ("Payment Plan")

**(l) Mode of Payment:-**

Subject to the terms of the Agreement and the PROMOTER abiding by the construction milestones the ALLOTTEE shall make all payments, on demand by the PROMOTER, within the stipulated time as mentioned in the Payment Plan through A/c. Payee cheque/demand draft or online payment (as applicable) in favour of "Ornate City Developers Phase I Master RERA Escrow Account-A/c No. " \_\_\_\_\_" payable at Mumbai.

**(m) Interest on Unpaid Due Amount:-**

Without prejudice to the right of the PROMOTER to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per



State Bank of India Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee to the PROMOTER till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the PROMOTER under this Agreement, nor shall it be construed as condonation of delay by the PROMOTER. The amount of interest may be informed to the allottee from time to time or on completion of the said building/apartment, and the allottee has/have agreed to pay the same as and when demanded before the possession of the said apartment.

### **3. DISCLOSURES AND DECLARATIONS:**

The PROMOTER hereby declares that the Floor Space Index to be consumed in respect of the said building being Phase-I on the part of the said property (being forming part of project land) is \_\_\_\_\_ square meters only which is inclusive of the original FSI, FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future due to change in policy, which are applicable to the said building. The PROMOTER has disclosed the Floor Space Index of 3 as proposed to be utilized by him on the said building in Phase-I/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 on the understanding that the declared proposed FSI shall belong to PROMOTER only.

The PROMOTER in future will be acquiring further adjoining properties to the said property either by private treaty or otherwise, and the said properties thereafter shall be amalgamated to the said property and accordingly, the PROMOTER shall be entitled to amend the layout as and when the said adjoining properties will be acquired from time to time.

The PROMOTER shall be constructing the multiple building in the said layout as per the plan to be sanction and approved by VVCMC from time to time and each of the allottee of the individual building

shall be forming their own individual Society or Association or Limited Company and upon formation of such individual Society or Association or Limited Company, the PROMOTER shall conveying only the structure of the said building to such individual society. Similarly, upon the FSI of entire layout is been consumed to its maximum extent upon construction of all the building in the said layout as per permissions and sanctions is/are to be obtained from time to time, the PROMOTER will Apex society/Federation of all society of all building/ jointly to all the societies and thereafter, shall convey the project land (inclusive of said property) together with adjoining properties, if acquired, in favour of such Federation or Apex society of all the societies or jointly to all the societies, in the said layout.

The PROMOTER has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the PROMOTER in the title report of the advocate. The PROMOTER has also disclosed to the Allottee nature of its right, title, and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s, as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the PROMOTER and after satisfaction of the same has entered into this Agreement.

**4. SPECIFICATIONS AND AMENITIES:**

The specifications and amenities of the apartment to be provided by the PROMOTER in the said project and the said apartment are those that are set out in Annexure-'G' hereto. Common amenities for Phase-I & II of the said property being forming part of project land are stated in the Annexure-'K' annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

**5. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The PROMOTER accepts no responsibility in this regard. The Allottee shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the PROMOTER immediately and comply with necessary formalities if any under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the Allottee only.

**6. POSSESSION OF APARTMENT:-**

The PROMOTER shall give possession of the Apartment to the Allottee on or before \_\_\_\_\_. 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 liable on demand to refund to the Allottee the amount already received by him in respect of the Apartment with interest at the same rate as the State Bank of India Marginal Cost of Lending Rate plus 2% per annum from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid (subject to adjustment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to PROMOTER) by forfeiting the booking amount, interest liabilities and also the brokerage charges (if the said Apartment purchased through broker, which brokerage already been paid by the PROMOTER to such broker). Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of War, civil commotion or act of God or any calamity by nature affecting the regular development of the real estate property, any notice, order, rule, notification of the Government and/or other public or competent Authority / court or any other circumstances outside the control of the PROMOTER.

Extension of time for giving possession as may be permitted by the Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 for reason where actual work of the said building could not be carried by the PROMOTER as per the sanctioned plan due to specific stay or injunction orders relating to the said project from the Court of Law, or Tribunal, competent authority, statutory authority, high power committee etc, or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the Buildings is delayed on account of:

(i) force majeure;

(ii) Non-availability of steel, cement, other building material, water or electric supply;

(iii) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay the construction of the Buildings including the said Premises.

For the purpose of this Agreement the expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government Authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

If the PROMOTER fails to abide by the time schedule for completing the said building and handing over the (Apartment) to the Allottee subject to Force Majeure & subject to extension of time by RERA & subject to default by the Allottee in making payment of consideration as mentioned above, the PROMOTER agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as per State Bank of India Marginal Cost of Lending Rate plus 2% p.a. on 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 per State Bank of India Marginal Cost of Lending Rate plus 2% p.a. 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.

Without prejudice to the right of PROMOTER to charge interest in terms of sub clause above, 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 intimating him 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, then this Agreement shall automatically stands terminated and the Allottee left with no right, title, interest, benefit, claim of whatsoever nature in respect of the said Apartment. Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses 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 PROMOTER. Upon such termination the PROMOTER shall be absolutely entitled to deal with or disposed off the said Apartment as per their own discretion without any demure from the Allottee.

**7. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-**

As regard the common amenities in the said building is concerned, the said common amenities which will be exclusively for the said building will be handed over upon formation of the society of the allottee of the said building. However the common amenities of the entire layout is concerned, which will be common for all the Allottee of all the buildings which will be constructed in the said layout, will be handed over upon completion of all the buildings on the said layout to the Federation/Apex body of all the societies of all the building in the said project land/ jointly to all the societies of all the building in the said project land.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts as per standard specifications, to be provided by the PROMOTER in the said building and the Apartment as are set out in **Annexure-‘J’** annexed hereto.

**8. PROCEDURE FOR TAKING POSSESSION:-**

The PROMOTER, upon obtaining the occupancy certificate from the local/competent/ planning authority shall offer in writing to the Allottees intimating that the said apartment is ready for your occupation. The Allottee/s herein shall inspect the said apartment in all prospects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/ total price and dues to the PROMOTER as per the terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the PROMOTER to the Allottee herein. The PROMOTER agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the PROMOTER. The Allottee agrees (s) to pay the maintenance charges as determined by the PROMOTER/ association of the Allottee as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee to apply and get necessary services the same shall not be undertaken by the PROMOTER and the Allottee shall solely responsible for the same.

**(i) Failure of Allottee to take Possession of (Apartment/Plot):**

Upon receiving a written intimation from the PROMOTER as per clause above, the Allottee/s shall take possession of the Apartment from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in Clause above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, and any other expenses and outgoing in respect of the said apartment and the PROMOTER shall not be liable for the maintenance, wear and tear of the said apartment.

**(ii) Possession by the Allottee:**

After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the PROMOTER to handover the necessary

documents and plans, including common arrears, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

**9. COMPENSATION:**

**9.1** Except for occurrence of the events stating herein above, if the PROMOTER fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein, or (ii) due to discontinuance of his business as a PROMOTER on account of suspension or revocation of this registration under the Act; or for any other reason; the PROMOTER shall be liable; on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the amount received by the PROMOTER after forfeiting earnest money in respect of the Apartment.

**9.2** The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for Two consecutive demands made by the PROMOTER as per the Payment Plan (including his/her proportionate share of taxes levied by concerned local Authority and other outgoings), despite having been issued notice in that regard, the allottee shall be liable to pay interest to the PROMOTER on the unpaid amount as per State Bank of India Marginal Cost of Lending Rate plus 2% p.a. .

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond Two consecutive months after notice from the PROMOTER in this regard, the PROMOTER shall cancel the allotment of the Apartment in favour of the Allottee. 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 intimating him 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, then this Agreement shall automatically stand terminated and the allottee left with no right, title, interest, benefit, claim, demand of whatsoever nature in respect of the said Apartment. Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to PROMOTER) by deducting the booking amount, interest liabilities and also the brokerage charges (if the said Apartment purchased through broker, which brokerage already been paid by the PROMOTER to such broker) 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 PROMOTER.

**10. DEFECT LIABILITY:**

- (i)** 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 PROMOTER at his own cost and in case it is not possible to rectify such defects, then the Allottee to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act.
- (ii)** Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said Apartment/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the PROMOTER the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the PROMOTER, and shall not mean

defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

- (iii) That it shall be the responsibility of the allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further where the manufacturer warranty as shown by the PROMOTER to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s, the PROMOTER shall not be responsible for any defects occurring due to the same.
- (v) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (vi) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Apartment/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

**11. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-**

- (i)** Considering the PROMOTER herein carrying on the construction of several buildings and structures in the phase wise manner on the project land (inclusive of said property) as mentioned aforesaid and only after the available floor space index/transferrable development right in relation to the Project land is fully consumed and utilized and further to have the maintenance of the building/s and common facilities more conveniently, as there will be separate society for each of the separate building, all such societies together may form their respective association or the apex society or the limited company or Federation as per prevailing local laws as may be applicable to said project, which the PROMOTER shall decide as suitable for the apartment holders in the said project which is under construction on the said land.
- (ii)** The Allottee along with other Allottee(s) of the 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 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 coming of the Society or Association or Limited Company and for becoming a member, including the bye-laws 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 modification 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.
- (iii)** The PROMOTER shall, within three months of registration of the Federation/Apex body of the societies or Limited Company, as aforesaid, cause to be transferred to the such Federation/Apex body of all the societies of all the building in the said project land/ jointly to all the societies of all the building in the said project land, all the right, title and the interest of the PROMOTER in the project land on which the building with multiple wings or buildings are constructed.

**12. CONVEYANCE OF THE SAID APARTMENT:**

- (i)** The PROMOTER, on receipt of complete amount of the Price of the said Apartment under the diverse Agreements and also all other amounts as mentioned in the diverse agreements from all the Allottees of the said building, within three months of registration of the society or association or limited company of the building in the Apartment is situated, as aforesaid, cause to be transferred to the society or limited company all the right, title and interest of the PROMOTER in the structure of the building in which the apartment is situated.
- (ii)** As the layout on the project land will be consisting of several buildings in phase wise manner and there are various buildings to be constructed in the said layout who will be forming their separate societies or limited company as the case maybe, the PROMOTER shall within 3 months of registration of federation/apex body of the societies or limited company or jointly to all the societies, as aforesaid, cause to be transferred to the federation/ apex body/ jointly to all the societies of all the building in the said project land all the right, title and interest of the PROMOTER in the project land on which the building with multiple wings or buildings are constructed.
- (iii)** However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the PROMOTER to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the PROMOTER is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**13. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-**

- (i)** The Allottees/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT), Goods and Service Tax (GST) on the agreed consideration, for the transaction for sale of apartment by the PROMOTER to the Allottee of the apartments under

the Goods & Services Tax Act-2017 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the PROMOTER herein to enable the PROMOTER to deposit / pay the same to the Government of Maharashtra.

- (ii)** The Allottee/s herein is well aware that, the Central Government of India has imposed service tax/GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the PROMOTER to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the PROMOTER and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- (iii)** If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the PROMOTER from all such levies, cost and consequences. Provided that the PROMOTER shall provide to the Allottee the details of the taxes, paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv)** 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 land and Building/s namely local taxes, assessment taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerk bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred/leased to it, the Allottee shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the PROMOTER provisional monthly contribution of the amount per month towards the outgoings to be decided at the time of possession. The amounts so paid by the Allottee to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment/ lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment/ 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 PROMOTER to the Society or the Limited Company, as the case may be.

- (v)** Notwithstanding anything content stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the PROMOTER in such circumstances the PROMOTER herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the PROMOTER within stipulated period as may be informed by the PROMOTER to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the PROMOTER. The Allottee/s herein with due-diligence has accepted the aforesaid condition.
- (vi)** That the ALLOTTEE/s are made aware and expressly agree herein that where the project is out of water supply zone of the local

authority and there is likely to be low water supply from the local authority and the ALLOTTEE shall have to pay for the water charges either by tanker or any other form.

**14. DEPOSITS BY ALLOTTEE WITH PROMOTER:-**

The Allottee shall on or before delivery of possession of the said premises/apartment keep deposited with the PROMOTER, the following amounts:-

- (i) Estimate amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_Only) for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body of the building in which Apartment is situated.
- (ii) Estimate amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_Only) for formation and registration of the Society or Limited Company/ Federation/ Apex body of the building in which Apartment is situated.
- (iii) Estimate amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_Only) for deposit towards water, electric, cable, intercom, etc. and other utility and services connection charges etc.
- (iv) 12 months amount for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body of the building in which Apartment is situated to be decided at the time of possession not exceeding Rs.2000/-p.m.
- (v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) non-refundable deposit towards development charges, infrastructure development & maintenance and other allied charges.
- (vi) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_Only) Amount towards Society Contingency Fund.

**Total Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

Further the Allottee shall also pay the Tax as applicable on above said amounts.

**15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The PROMOTER hereby represents and warrants to the Allottee as follows:-

- (i) It has clear and marketable title with respect to the said property being forming part of the project land as declared in the title report annexed to this agreement and has the requisite right to carry out the development upon the Phase-I being forming part of the project land and also has actual, physical and legal possession of the said property being forming part of the project land for the implementation of the project ;
- (ii) The PROMOTER has lawful rights and that it has approvals from the competent authorities to carry out development of Phase-I and shall obtain requisite approvals from time to time to complete the development of the Phase-I ;
- (iii) There are no encumbrances upon the Phase-I land except those disclosed in the title report;
- (iv) There is no litigation pending before any court of law with respect to the Phase-I land except those disclosed in the title report;
- (v) All drawings, sale plans, other drawings are as given to the PROMOTER by the Appointed Architect, Structural Consultants, other consultants, the PROMOTER has thus disclosed the same to the Allottee and the allottee is aware that the professional liability have been undertaken by them individually with the PROMOTER which shall prevail on these consultants individually or cumulatively if there is any harm/loss caused to the Allottee and based on the same, the Allottee has agreed to take the Apartment/apartment.
- (vi) All approvals, licenses and permits issued by the competent Authority is with respect to the phase-I project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authority is with respect to the Phase-II project, project land and the said building/wing shall be



obtained by following due process of law and the PROMOTER has been and shall, or all times, remain to be in compliance with all applicable laws in relation to the Phase-I project, project land, building/wing and common areas;

- (vii)** 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.
- (viii)** The PROMOTER has not entered into an agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Phase-I land, and the said Apartment which will, in any manner, affect the rights of Allottee under this agreement;
- (ix)** The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said (Apartment/plot) to the Allottee in the manner contemplated in this agreement;
- (x)** At the time of the execution of the conveyance deed of the structure to the association of Allottee/s the PROMOTERs shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s.
- (xi)** 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 projects to the competent Authorities;
- (xii)** No notice from the Government or any other local body or any local Authority or by any legislative enactment, government ordinance, order, notification [including any notice for acquisition or requisition of the phase-II land] has been received or served upon the PROMOTER in respect of the phase-II land except those disclosed in the title report;

## **16. AMALGAMATION**

As the Allottee is well informed by PROMOTER that PROMOTER will be acquiring the adjoining property to the said property either by private treaty or otherwise, and the same will be amalgamated to the

said property; and the said property along with the adjoining properties (to be acquired by PROMOTER) shall hereinafter together be referred to as "project land", and accordingly the PROMOTER will be obtaining necessary permissions and approvals for construction of multiple buildings on the project land under the said layout as per discretion of PROMOTER from time to time, the Allottee do hereby specifically authorized and grant their irrevocable consent to the PROMOTER herein for amalgamating the adjoining property to the said property /project land and further hereby accord their irrevocable consent in favour of the PROMOTER to amend the layout/building plan including shifting of amenities, RG, etc., as per the discretion of the PROMOTER and shall further accord their full consent for construction of the new building/s touching the building in which apartment is situated by amending the plan.

**17. COVENANTS AS TO USE OF SAID APARTMENT:**

The Allottee/s or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby with the Covenants with the PROMOTERs as follows:

- (i)** To maintain the Apartment at the Allottees own cost in good and tenable 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 to make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local Authorities, if required;
- (ii)** Not to store in the Apartment any goods which are of hazardous, combustible or of 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 staircase or common passages or any other structure of the building in which the Apartment is situated, including the 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 consequences of the breach.

- (iii)** To carry out at his own cost all internal repairs in the said Apartment and maintain the said 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, regulations, bye laws of 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 any other public Authority.
- (iv)** Not to demolish or cause to be demolished the Apartment or any part thereof, nor at anytime make or cause to be made any addition or alteration 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 tenable repair and conditions, 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 the columns, 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 (if applicable) of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or the portion of the Project land and the building in which the Apartment is situated.
- (vii)** Pay to the PROMOTER within 15 days of demand by the PROMOTER, his share of security deposit demanded by the concerned local

Authority or a government or giving water, electricity or any other service connection to the building in which the apartment is situated.

- (viii)** To use the said Apartment to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Apartment and/or any other premises/spaces in the said Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the said Apartment without the prior written permission of the PROMOTERs and the concerned local authorities.
- (ix)** To bear and pay increases in the local taxes, water charges, insurances and such other levies, any, which are imposed by the concerned local Authority and/or government and/or any other public Authority, on account of any change of user of the Apartment by the Allottee for any purposes other than for the purposes for which it was sold.
- (x)** The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part of it the possession of the apartment until all the dues payable by the Allottee to the PROMOTER under this agreement are fully paid up and only if the Allottee/s had not guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has intimated in writing to the PROMOTER and has obtained its prior written consent.
- (xi)** The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex body or Federation may adopt at its inception and the additions, alterations or amendments there off that may be made from time to time for protection and maintenance of the said building and the apartments there in and for the observance and performance of the building rules, regulations and by-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/Limited Company/Apex body/Federation 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 outgoings in accordance with the terms of this agreement.

- (xi)** Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Society/Limited Society, 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.
- (xii)** Till a conveyance/lease of the project land on which the building in which apartment is situated executed in favour of Apex body or Federation of all the societies of all the buildings in the project land or jointly to all the societies, the Allottee shall permit the PROMOTER and their surveyors and agents, with or without the workmen and others, at all reasonable times, to enter into an upon the project land or any part thereof to view and examine the state and condition thereof.
- (xiii)** That the allottee shall indemnify and keep indemnifying the PROMOTER towards against any actions, proceedings, cost, claims and demands in respect of any breach, non observance or non performance of such obligations given specifically herein to the allottee.
- (xiv)** That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the PROMOTER and the allottee and the same shall be paid by the allottee as agreed mutually.
- (xv)** That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remaining building/s common areas etc of the remaining portion of the proposed project land unless specifically agreed and consideration dispensed by the allottee to the PROMOTER in this regards.
- (xvi)** That the parking spaces sold to the allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

**(xvii)**The Allottee hereby agrees and confirms the stilts, and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the PROMOTERs and all benefits thereof, will belong to the PROMOTERs and the PROMOTERs shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the PROMOTERs may deem fit and the PROMOTERs shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. there from up to registration of the Federation/apex body of the Societies or Limited Company of all the societies of all the buildings in the project land.

**17. NAME OF THE PROJECT /BUILDINGS/WING/S:-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the PROMOTER herein has decided to have the name of the Project **“ORNATE HEIGHTS”** and building will be denoted by letters or name building **“ORNATE HEIGHTS”** or as decided by the PROMOTER and further erect or affix PROMOTER’s name board at suitable places as decided by the PROMOTER herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter PROMOTER’s name board in any circumstances. This condition is essential condition of this Agreement.

**18. ENTIRE AGREEMENT AND RIGHT TO AMEND:-**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

**19. SEPARATE ACCOUNT FOR SUMS RECEIVED:-**

**(i)** The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit,

sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the outgoings, legal charges etc.

- (ii) Provided that the PROMOTER shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

**20. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the Common Areas/Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee/s (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/proportionately) and marked and attached as Annexure-'K'.

**21. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-**

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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. 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, 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 clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said Apartment and submitting the said details.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:-**

- (i) 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 said Phase-I being forming part of the project land 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.
- (ii) That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the PROMOTER in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specifically dispensed by the allottee to the PROMOTER for the same, save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the PROMOTER to the allottee for which consideration has been dispensed.

**23. REGISTRATION OF THIS AGREEMENT:-**

The PROMOTER herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the PROMOTER.



**24. PAYMENT OF STAMP DUTY, REGISTRATION FEE AND LEGAL CHARGES:-**

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the PROMOTER in favor of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member.

The Allottee shall also pay to the PROMOTER a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER in connection with formation of the said Society or association or Limited Company of the building in the Apartment is situated, or society/Apex Body/ Federation of all the societies of all the buildings in the project land and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or lease or assignment of lease.

**25. WAIVER NOT A LIMITATION TO ENFORCE:-**

- (i) The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the PROMOTER in the case of one Allottee shall not be construed to be a precedent and/or binding on the PROMOTER to exercise such discretion in the case of other Allottees.
- (ii) Failure on the part of the PROMOTER to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26.** 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 here by 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 was transferred/leased to the Society/Limited Company or other body and until the project land is transferred/leased to the Apex body/Federation of all the societies of all the buildings in the project land/ jointly to all the societies as hereinbefore mentioned.

27. The Owners being entitled to the said Larger Property are carrying out various development activities on the said Larger Property and in the said process are constructing a Club House in the said Larger Property. The PROMOTERS herein have agreed and confirmed that the said Club House, which is to be constructed on the said Larger Property shall belong exclusively to the Owners and the PROMOTERS and/or any of the flat owners in the building which is to be constructed on the said Property shall not claim any right, of whatsoever nature, in respect of the said Club House on the basis of being the owner of the said flat and/or being member of the Society which will be formed of the several flat owners. The PROMOTERS have further agreed and confirmed that the Owners shall have exclusive rights in respect of the said Club House and the land beneath the said Club House shall also exclusively belong to the Owners and while executing conveyance in favour of the Society and/or Association and/or federation and/or the apex body, the Said Property under the Club House, will be excluded from conveyance. The PROMOTERS further agree and confirm that the Owners shall have a right to recover membership fees from any of the occupants/members of the flats and/or Society, which is proposed to be constructed and/or formed in the building which is to be constructed on the said property, if such occupants/members, wish to take membership of the said Club. In view of the binding conditions of the Development Agreement the allottee herein shall be entitled on payment of membership fees / other charges as determined by the owner if the allottee wishes to avail the facilities of such club house. Further the allottee confirms that he shall not claim any right, of whatsoever nature, in respect of the said Club House on the basis of being the owner of the said flat and/or being member of the Society. The decision of the Owner in this regard shall be deemed to be the final decision and the PROMOTER herein shall not be responsible for the

same. The allottee indemnifies the PROMOTER herein as regards to any matter in relation to such Club House.

28. The Owners being entitled to the said Larger Property are carrying out various development activities on the said Larger Property and in the said process are also constructing a Common Facility Centre (CFC) in the said Larger Property. The PROMOTERs hereby agree and confirm that the said Common Facility Centre (CFC), which is to be constructed on the said Larger Property shall belong exclusively to the Owners and the PROMOTERs and/or any of the flat owners in the building which is to be constructed on the said Property shall not claim any right, of whatsoever nature, in respect of the said Common Facility Centre (CFC) on the basis of being the owner of the said flat and/or being member of the Society which will be formed of the several flat owners. The PROMOTERs further agree and confirm that the Owners shall have exclusive rights in respect of the said Common Facility Centre (CFC) and the land beneath the said Common Facility Centre (CFC) shall also exclusively belong to the Owners and while executing conveyance in favour of the Society and/or Association and/or federation and/or the apex body, the Said Property under the Common Facility Centre (CFC), will be excluded from conveyance. In view of the binding conditions of the Development Agreement the allottee confirms that he shall not claim any right, of whatsoever nature, in respect of the said CFC on the basis of being the owner of the said flat and/or being member of the Society. The decision of the Owner in this regard shall be deemed to the final decision and the PROMOTER herein shall not be responsible for the same. The allottee indemnifies the PROMOTER herein as regards to any matter in relation to such CFC.

**27. ADDITIONAL CONSTRUCTIONS:-**

The Allottee agree, undertakes and accord his irrevocable consent that since there is a further FSI/TDR may be available to the PROMOTER on the project land including balance FSI/TDR of the Phase- I, the PROMOTER has authorized and has right to make additions or to put up additional floors /structure(s) in the said building or anywhere in the Project with necessary permissions and

sanctions to be approved and obtained by the competent authority(ies).

**28. PROMOTER TO MORTGAGE OR CREATE A CHARGE:-**

After the PROMOTER executes this agreement, the PROMOTER shall not mortgage or create a charge on the apartment and if any such mortgage on charges 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.

Vide registered Mortgage Deed dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_, the PROMOTER herein had mortgaged the part of the said property i.e. the said land bearing Survey No. \_\_\_\_ Part adms. about \_\_\_\_ Sq. Mtrs being forming part of project land along with the building consisting of Ground plus 18 upper floors constructed in Phase-I of the said land more particularly "C-Wing" known as 'ORNATE HEIGHTS PHASE I' with PNB Housing Finance Limited (PNBHFL) have Re-Conveyed and relinquished the rights in respect of all that piece and parcel of land bearing Survey No. \_\_\_\_ Part, area admeasuring \_\_\_\_Sq. Mtrs being forming part of project land along with the building consisting of Ground plus 18 upper floors constructed in Phase-I of the said land more particularly "C-Wing" known as 'ORNATE HEIGHTS PHASE I' in favour of the PROMOTERs herein.

However, the Allottee hereby specifically agreed, confirmed and consented that the PROMOTER shall be entitled to switch over /top up/ transfer the said mortgage with the same Bank or to any other financial institution / NBFC at the conditions as may be deemed fit by the PROMOTERs. The Allottee shall, if so required by the PROMOTER executes such documents to signify his/her/their/its consent for the purpose of creation of mortgage.

**29. BINDING EFFECT:-**

Forwarding this agreement to the Allottee by the PROMOTER does not create a binding obligation on the part of the PROMOTER or at the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments are due as stipulated in the payment plan within 30 days from the date of receipt by the

Allottee and a secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the PROMOTER. If the Allottee fails to exit cute and deliver to the PROMOTER this agreement within 30 days from the date of its receipt by the Allottee and/or appear before the sub registrar are 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 is not rectified within 15 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 there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**30. SEVERABILITY:-**

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

**31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

Where ever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in project, the same shall be in proportion to the carpet and area of the (Apartment/plot) to the total carpet area of all the (Apartments/plots) in the project.

**32. INDEMNIFICATION BY THE PURCHASER:**

The Purchaser shall indemnify and keep indemnified the Promoters and hold the Promoters harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability(including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters directly or indirectly in connection with: (a) the enforcement of or the

preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement;(c) damages to any Property howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

**33. 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 merely 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 pursuant to any such transaction.

**34. PLACE OF EXECUTION:-**

The execution of this agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTERs office, or at some other place, which may be mutually agreed between the PROMOTER and the Allottee, in Vasai 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.

**35. NOTICE:-**

That all notices to be served on the Allottee and the PROMOTER as contemplated by the agreement shall be deemed to have been duly served its 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 the Allottee\_\_\_\_\_

\_\_\_\_\_

(Allottee's address)\_\_\_\_\_

---

Notified email id \_\_\_\_\_

PROMOTER name: **M/S. ORNATE CITY PROMOTERS**

PROMOTERs address: Unit No. 1007, 'B' Wing, 10th Floor, Kanakia Wall Street, Chakala, Andheri (East), Mumbai 400093.

Notified email: sales.admin@ornateuniversal.com

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 about address by registered post. If the Allottee fails to inform of his/her/their such change of address, then the correspondence posted by the PROMOTER to the allottee shall be deemed to have been received by the Allottee.

**36. JOINT ALLOTTEES**

That in case there are joint Allottee/s 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 to consider as properly served on all the Allottee/s.

**37. 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 Adjudicating Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, thereunder.

**38. The following Annexures shall form a part of this Agreement;**

- A: Title Certificate
- B: Revised Development Permission
- C: Typical Floor Plan
- D: Approved Plan
- E: List of Amenities
- F: Maha RERA Registration Certificate

**39. GOVERNING LAW**

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

PAN: The Permanent Account Numbers of the Parties hereto are as under:

Name of the Party	PAN
PROMOTER	_____
ALLOTTEE	

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Description of the said Owners Larger Property)**

By and under diverse registered Conveyance Deeds/Sale Deed, the Owners are the absolute owners of and seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of contiguous lands bearing Survey No. 62, Hissa No. 1, 7; Survey No. 63 Hissa No. 2/1, 2/2, 3; Survey No. 64 Hissa No. 1, 2, 3; Survey No. 65; Survey No. 68 Hissa No. 1, 2, 3; Survey No. 69 Hissa No. 1, 2, 3, 4, 5; Survey No. 72; Survey No. 73; Survey No. 75, Hissa No. 1, 2/1, 2/2, 3, 4, 5, 7; Survey No. 76; Survey No. 77, Hissa No. 2, 3, 4, 5, 6, 7; Survey No. 81, Hissa No. 5, 6, 8, 9, 13, 14, 16, 18, 22, 23; Survey No. 82, Hissa No. 5, 7, 8/1, 9; Survey No. 83, Hissa No. 1/pt.; Survey No. 84, Hissa No. 3, 4 6/pt., 7/pt., 8, 10, 11; Survey No. 85, Hissa No. 3B, 9, 10, 12; Survey No. 87, Hissa No. 1, 2, 4; Survey No. 88, Hissa No. 1A, 1B, 2A, 2B, 3, 7; Survey No. 88, Hissa No. 1A, 1B, 2A, 2B; Survey No. 89, Hissa No. 1, 2, 4, Survey No. 271, Survey No. 272, Survey No. 273, Survey No. 274 Hissa No. 1, 2, 3; Survey No. 275, Hissa No. 1, 2; Survey No. 276, Hissa No. 1, 2, 3, 4; Survey No.



277,Hissa No. 2, 3; Survey No. 278 Hissa No. 1, 2, 3; Survey No. 279,Hissa No. 1; Survey No. 280 Hissa No. 1, 2, 3, 4, 5 of Village - Gokhiware, Taluka Vasai, District Palghar, which consists of the entire Layout and known as "YASHWANT SMART CITY".

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Development Land)**

All that piece and parcel of contiguous lands forming portion of the said Property together with the right to avail, utilize and consume proposed Residential cum commercial area admeasuring 3668.38 sq. mtrs. Built – up area of Building No. 4, Wing - B in Sector – III and residential cum commercial area admeasuring 4224.77 sq. mtrs., Built – up area of Building No. 4, Wing - C in Sector – III, on land bearing Survey No. 77,Hissa No. 5 ,6,7 and survey no.81 hissa no.14, the Total residential cum commercial FSI area admeasuring 7893.15 sq. meters built-up area collectively lying and situated at Village : Gokhiware, Taluka Vasai, District: Palghar and within the jurisdiction of Vasai Virar City Municipal Corporation and which is bounded as follows:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

**THIRD SCHEDULE OF THE APARTMENT REFERRED ABOVE:**

**(Description of the Apartment)**

Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. mtr. (RERA Carpet) Type\_\_\_\_\_ and exclusive terrace area and balcony area admeasuring \_\_\_\_\_sq. mtr. on \_\_\_\_\_ floor in Wing-\_\_\_\_ of Building to be known as '**ORNATE HEIGHTS**' in **Phase-I** to be constructed on part of the said property (being forming part of project land), and more particularly described in the First Schedule above with basement/stilt/podium/mechanical parking number \_\_\_\_\_ admeasuring \_\_\_\_\_ square meter in '**ORNATE HEIGHTS**' the said building.

IN WITNESS WHEREOF the parties hereto set their respective hands and seals the day and the year first hereinafter written.

SIGNED, SEALED AND DELIVERED BY )

The Within named "PROMOTERS" )

**M/S. ORNATE CITY PROMOTERS** )

Through **Mr. SUNIL GUPTA** )

who is authorized to sign and had put his )

Signature on these presents )

In the presence of ..... )

1)\_\_\_\_\_ )

2)\_\_\_\_\_ )

SIGNED AND DELIVERED by the )

Within named the "ALLOTTEE/" )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of ..... )

1)\_\_\_\_\_ )

2)\_\_\_\_\_ )

**RECEIPT**

RECEIVED the day and year first herein above written of and from the within named ALLOTTEE/s the sum of Rs. \_\_\_\_\_/-  
( \_\_\_\_\_  
\_\_\_\_\_ ) as detailed below.

Dated	Cheque No.	Drawn on.	Amount
		Total	

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

I SAY RECEIVED

**M/S. ORNATE CITY PROMOTERS**

WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_