

To,

Date:

ALLOTMENT LETTER

Ref.:

(1) Project – **“Ornate Heights” Bldg No. 4, Wing-A in Sector III**, having RERA Registration No. _____.

(2) Your application dated _____ for allotment of an Apartment in building No.4 in Project Known as “Ornate Heights”, Wing-A, situated at Village : Gokhiware, Taluka Vasai, District: Palghar and within the jurisdiction of Vasai Virar City Municipal Corporation

Dear Sir / Madam,

This is to confirm and record that we have agreed to allot on your request a residential Apartment No. _____ on _____ floor, Type _____ in Wing __, Building No. 4 to be known as **“ORNATE HEIGHTS”** for the consideration of Rs. _____ / -Rs _____ only) exclusive of all other charges, taxes & deposits etc as applicable.

Apartment Area Details:

- (i) The RERA carpet area of the said apartment is _____ sq. mtrs.
- (ii) The sanctioned plans include provision for balcony adms. _____ sq. mtrs for exclusive beneficial use of the said apartment.
- (iii) The sanctioned plans include provisions for cupboard (CB) adms. _____ sq. mtrs. for exclusive beneficial use of the said apartment.
- (iv) The sanctioned plans include provisions for elevation features adms. _____ sq. mtrs. for exclusive beneficial use of the said apartment.

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

The 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 Goods and Services Tax ("GST"), or any other similar 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 up to the date of handing over the possession of the said Apartment.

In case of cancellation of the booking or allotment for any reason whatsoever, or termination of Booking or allotment by us on account of non-payment of the installments due and/or any other charges security deposits etc, the amount equivalent to 10% of the cost of Apartment shall stand forfeited as liquidated damages. Further, interest on delayed payment payable as per RERA shall be charged. Late payments shall be first adjusted towards the interest due and balance amount, if any, shall be adjusted towards the principal amount receivable.

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 60 days from the date of this Allotment Letter. The allottee agree/s to strictly abide by the payment schedule enclosed herewith as per Annexure- A.

Yours faithfully,

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

Authorized Signatory

I/We confirm the same.

Purchaser Name & Sign

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Vasai on this _____ day of _____, 20_____ **BETWEEN**

M/S. ORNATE CITY DEVELOPERS a partnership firm,(AAEFO6019K) under the provisions of Indian Partnership Act, 1932 and having its 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 **Shri. Sunil Gupta**, aged about 51 years, Occupation: Business hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, successors and administrators of such survivors or survivor and his/her/their respective heirs, executors, successors, administrators and assigns) 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**.

W H E R E A S:

A. Description and Rights of Project land :

- i) By and under diverse registered Conveyance Deeds/Sale Deed/Agreement, the Owners namely Mr. Devendra Rajnikant Ladhani, Mr. Anil Ramchandra Gupta, Sai Rydam Realtors Private Limited and Rashmi Ameya Developers Housing & Estate Realtors Private Limited are the 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. 1,2(pt),3,4,5,7; Survey No. 63 Hissa No. 2/1, 2/2, 3; Survey No. 64 Hissa No. 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.2,4 5, 6, 8, 9,10,12, 13, 14,15, 16,17, 18,19,21, 22, 23; Survey No. 82,Hissa No.3/3, 5, 7, 8/1, 9,10; Survey No. 83,Hissa No. 1/pt.; Survey No. 84,Hissa No. 3, 4, 6/pt., 7/pt., 10, Survey No. 85,Hissa No. 3B,6,9, 10, 12; Survey No. 87,Hissa No. 1A, 1B, 1C,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, 4,5; Survey No. 277,Hissa No. 2, 3; Survey No. 278 Hissa No.1, 2, 3,4; Survey No. 279,Hissa No. 1; Survey No. 280 Hissa No. 1, 2, 3, 4, 5 of Village - Gokhiware, Taluka Vasai, District Palghar more particularly described in the **FIRST SCHEDULE** hereunder written. (hereinafter referred to as the "**said Larger Property**").
- ii) The aforesaid Owners being the owners as well as attorney holder of other co-owners have jointly agreed to develop the said Larger Property and have accordingly prepared and submitted a layout in respect of the said Larger Property to the Vasai Virar City Municipal Corporation (VVMC). Accordingly, the VVMC have issued Commencement

Certificate vide its bearing no. VVCMC/TP/CC/VP-0329, 0815 & 0509/19/2020-21 dated 28.10.2020 for construction of buildings No.4 Wing A in Sector III. The Commencement Certificate is annexed hereto and marked as **Annexure F1**.(copy of Commencement Certificate)

- iii) Thereafter, by and under Development Agreement duly registered at the office of sub-registrar of assurance at Vasai bearing **Registration No.** _____ executed between Mr. Devendra Rajnikant Ladhani (being the 'Owner no.1' therein), Mr. Anil Ramchandra Gupta (being the 'Owner no.2' therein), Sai Rydam Realtors Private Limited (being the 'Owner no.3' therein), Rashmi Ameya Developers Housing & Estate Realtors Private Limited (being the 'Owner no.4' therein) and the Developer herein (being the 'Developer' therein), the said owners have granted development right in respect of **Wing-A** of Building no. 4 in Sector-III proposed to be constructed on portion of the said larger property viz. Plot of land bearing Survey No.77, Hissa No.5 and Survey No.81, Hissa No.14 & 23 of Village Gokhiware, Taluka Vasai, District Palghar (for the sake of brevity hereinafter referred to as '**said property/project land**').
- iv) Out of total built up FSI of building No. 4 which is inclusive of Wing-A, a certain FSI area is required to be handed over to MHADA or the competent authority in accordance with VVCMC Development Control Regulations (DCR).
- B. **Project:** Pursuant to the right and authority obtained in respect of the project land under relevant Agreement/s, Promoters is presently desirous of and entitled to develop & construct Wing-A of building No.4 in Sector-III proposed to be constructed on the portion of the said larger property i.e. the land mentioned in the **second schedule** hereunder written by constructing various multi storey building/s and structure thereon consisting of apartment ,tenements, dwelling Apartments and premises of all kinds, for residential, nonresidential , and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto for the purpose of selling, leasing or otherwise transferring the same to the prospective Allottee/s, lessees and other transferees (collectively referred to as "**PROJECT**") as per the terms, conditions, stipulation and provisions contained in the aforesaid Agreements, and Promoters are also entitled to sign and execute the necessary agreement, deeds, documents and writings with the purchasers/ transferees of the said Apartment.

The Promoter shall also construct further building/s touching the said wing-A on the said project land. The Owners of the layout of the said larger property are also negotiating with other owner of adjoining properties to the said large property (which is inclusive of project land) and is in process of acquiring the said adjoining land, which shall be amalgamated with the said larger property, and thereafter, is entitled to amend the layout plan or building plans as may be necessary from time to time so as to develop the said larger property alongwith such adjoining land by amalgamating the same with each other or otherwise.

Thus, the developer herein is developing the said property/project land in phased wise manner and the Promoter have proposed the Wing-A of the building no.4 consisting of stilt plus ground plus 23 upper floors. **The said Wing- A to be constructed on portion of the project land, for sake of brevity hereinafter referred to as 'Said Building'** and more particularly mentioned in the **SECOND SCHEDULE** hereunder written.

In further phase, touching the said building and also adjoining to the said building further building is proposed to be constructed which will be the additional wing touching the existing building and also independent building and the promoter upon acquiring the development right of the said additional buildings shall further be constructing the aforesaid additional buildings.

C. Approvals and FSI :

- i) The District Collector Palghar has issued NA permission dated 27.11.2015 for using the said larger property including the project land for non-agricultural purpose. The copy of said letter is annexed as **Annexure F2.** (copy of NA letter)
- ii) The VVMC have issued VVMC have issued Commencement Certificate vide its bearing no. VVMC/TP/CC/VP-0329, 0815 & 0509/19/2020-21 dated 28.10.2020 for construction of buildings No.4 Wing A in Sector III in the said project land.

D. Building plans / Layout plans -

- i) Authenticated copies of the plans as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said Phase-I have been annexed here to and marked as **Annexure F3.**
- ii) Copy of typical floor plan of the Apartment agreed to be purchased by the Allotee as proposed by the Promoter have been annexed hereto and marked as **Annexure F4.**

- iii) the clear block plan showing the Building which is intended to be constructed and to be sold and the said Apartment which is intended to be bought by the Allottee/s is in this said Building which is clearly demarcated and marked and which is for the purposes of this Agreement. The Building in which the Apartment stated that the Allottee/s intends to purchase and the Allottee/s shall have the right to claim the same for is marked as **Annexure F5.**
- iv) Authenticated copies of the plan and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the Local Authority has been annexed and marked as **Annexure-F6.**
- v) the Promoter has got approvals from the concern local Authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approval from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building.
- E. **Architect :** the Promoter has entered into a standard agreement with its Architects, viz **Sanat Mehta & Associates** (hereinafter referred to as 'The Architect'), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural Engineer viz. **M/s Sanghvi & Associates Consultants Pvt. Ltd** for the preparation of the structural design and drawings of the said buildings, and the promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Building.
- F. **Title Certificate:** Copies of the certificate of the title issued by **Shri G. P Pai** being the Advocates and Solicitors of the promoters, and the relevant 7/12 extract showing the nature of the title of the said property, which the apartments are constructed or are to be constructed have been annexed here to and marked as **Annexure F7 and Annexure F8** respectively.(Copy of Title Certificate and 7/12 Extract)
- G. While sanctioning the said plans for the said building, the concerned local authorities Vasai Virar Municipal Corporation ('VVCMC'), have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters as may be applicable while constructing the said building/s and upon due observance and performance of which only the Occupation Certificate and or the Building Completion Certificate in respect of the said building/s shall be granted by the concerned local Authority; However,

any delay in issuing of Occupation Certificate and or Building Completion Certificate, shall not be consider as delay in Possession, since, along with the normal delay in construction, the Corporation takes its own time, similarly more so, there are various other permission by Government/Semi Government, which are received exorbitantly delayed, such delay, will also not be consider as delay in possession.

- H. The Allotte/s hereby agrees that Promoters are fully authorized to utilize and consume the potential of the larger property i.e. F.S.I. as may be permissible according to building rules and regulations and as contemplated by said Development Agreement However, it is hereby specifically agreed that no further consent of the Allotte/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building/s to be constructed on the Phase-I of Project land or any alteration or addition required by any Government authorities or due to change in law.
- I. In further phase, touching the said building and also adjoining to the said building further building is proposed to be constructed which will be the additional wing touching the existing building and also independent building and the promoter upon acquiring the development right of the said additional buildings shall further be constructing the aforesaid additional buildings by amending the plan from time to time and getting further approval/sanction from time to time. Thus, the developer is developing the said property/project land in phased wise manner.
- J. The Allotte/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, amenities, etc., recited and referred to hereinabove and those contained herein ;
- K. The Allottee/s has agreed and applied to the Promoter for purchase of the said Apartment based on going through all the conditions stated in the sanctioned plan by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly.
- L. The Allottee on confirmation of accepting all the conditions of sanction plan by competent authority has further stated that if any condition that have been imposed on the said Building/Wing which are contrary to the prevalent laws/rules/ regulations under which the sanctioned

plan have been given shall not be binding on the Allottee and that the Allottee shall not hold the Promoter responsible for such contrary conditions.

- 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-F9**.(List of Amenities)
- N. **Project /Complex Name** : Promoters shall be developing a Wing-A consisting of stilt plus Ground plus 23 upper floors to be known as **“ORNATE HEIGHTS” Phase II** of Building No.4 in being forming part of **Project land** more particularly described in Second Schedule hereunder written or such permissible floor/s or building/s as per the approved plan.
- O. **Inspection of documents by Allottee** : Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottees, of all the documents of the title relating to the said project land/Phase-I/ Building mentioned above and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as ‘the said Act’) and rules and regulations made thereunder. After the Allottee’s enquiry, the promoter herein has requested to the Allottee’s to carry out independent search by appointing his/ her/ their own Attorney / Advocate and to ask any queries, he/ she/ they have regarding the marketable title and rights and authorities of the promoter. The Allottees has/have satisfied himself/ herself / themselves in respect of the marketable title and rights and authorities of the Promoter herein.
- P. **Registration of Project:** The Promoter has registered a project under the provisions of the Real Estate (Regulation and Redevelopment) Act 2016 with the Real Estate Regulatory Authority (RERA) at Mumbai on under registration number _____ have been annexed and marked as **Annexure-F10**. (Copy of Registration Certificate)
- Q. **Apartment Details:** The Allottee is desirous of purchasing an Apartment in the said Phase-I/project for Apartment No. _____having carpet area of _____ Sq. Mtrs.

(RERA Carpet) Type _____ and exclusive balcony area admeasuring _____ square meter, on _____ floor in **Wing _____ in Building No.4** to be known as **“ORNATE HEIGHTS”** (hereinafter referred to as **‘the said Apartment’** and more particularly described in the **Third schedule** hereunder written) under construction in being forming part of the project land, and pro rata share in the common areas and amenities (‘Common Areas’) as defined under clause (n) of section 2 of the Act which are more particularly described in Third schedule and the floor plan of the Apartment is annexed here to and marked as **Annexure-F11** herewith.

- (i) The RERA carpet area of the said apartment is _____ sq. mtrs.
- (ii) The sanctioned plans include provision for balcony adms. _____ sq. mtrs for exclusive beneficial use of the said apartment.
- (iii) The sanctioned plans include provisions for cupboard adms _____ sq. mtrs. for exclusive beneficial use of the said apartment.
- (iv) The sanctioned plans include provisions for elevation features adms. _____ sq. mtrs. for exclusive beneficial use of the said apartment.

The carpet area of the said apartment is _____ square meters and the ‘carpet area’ means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or Verandah area and exclusive open terrace area are appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

R. Prior to the execution of these presents the Allottee/s has paid to the _____ PROMOTER a _____ sum of Rs. _____ (Rupees _____

_____ only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner specified herein.

- S. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee here by agrees to purchase the apartment as specified herein.
- T. 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 Apartment is agreed to be sold to the Allottee.
- U. 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. That the Allottee has not given any third party rights to enforce the said agreement unless the said Apartment is transferred to them.
- V. Under section 13 of the said act the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register said agreement under the Registration Act 1908. The Parties hereto and desirous to reduce in writing all the terms and conditions of this transactions and hence this presents.

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. CONSTRUCTION OF THE PROJECT/APARTMENT-

The Promoter is constructing one Wing i.e. **Wing-A** comprising of Stilt plus Ground plus 23 upper floors to be known as **“ORNATE HEIGHTS”** of Building No.4 in sector III, being forming part of the project land more particularly described in **Second Schedule** hereunder written in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.

No prior consent in writing of the Allottee is required to be obtain 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 an Apartment No. _____ having carpet area of _____ Sq. Mt (RERA Carpet), Type _____ and exclusive balcony area admeasuring _____ square metre ,on _____ floor in **Wing _____** in **Building No.4** in sector III, to be known as **“Ornate Heights”** (hereinafter referred to as the **‘Apartment’** and more particularly described in the **Third schedule** hereunder written) being constructed in being forming part of the project land as shown in the floor plan thereof hereto annexed (copy of approved plan and floor plan) for the consideration _____ of Rs. _____/(Rupees _____)

_____ only) and pro rata share in the common areas & amenities (‘Common Areas’) as defined under clause (n) of section 2 of the Act to the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure F11** herewith.

- i) The RERA carpet area of the said apartment is _____ sq. mtrs.
- ii) The sanctioned plans include the provisions for balcony adms. _____ sq. mtrs. for exclusive beneficial use of the said apartment;
- iii) The sanctioned plans include provisions for elevation features adms _____sq. mtrs. and provision for CB adms. _____sq. meters for exclusive use of the said apartment.
- iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing number _____ for the consideration of Rs _____/-

- (b). The total aggregate consideration amount for the apartment is
Rs. _____
(Rupees _____
_____)
Only.
- (c) The Allottee has paid on or before execution of this agreement
some _____ of
Rs. _____ (Rupees. _____

_____ only) as advance payment or application fee or full & final
payment and hereby agrees to pay to the Promoter the balance
amount _____ of
Rs. _____ (Rs. _____
_____ only) in the
following manner:-

1.	Rs. _____ (Rupees _____ _____ Only)	As earnest money deposit / booking amount on or before the execution of these presents.
2.	Rs. _____ (Rupees _____ _____ Only)	On execution of these presents (registration)
3.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the plinth of the proposed Building.
4.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 1 st slab of the proposed Building.
5.	Rs. _____ (Rupees _____ _____ Only)	on the casting of the 3 rd slab of the proposed Building.
6.	Rs. _____ (Rupees _____ _____ Only)	on the casting of the 5 th slab of the proposed Building.

7.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 7 th slab of the proposed Building.
8.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 9 th slab of the proposed Building.
9.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 11 th slab of the proposed Building.
10.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 13 th slab of the proposed Building.
11.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 15 th slab of the proposed Building.
12.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 17 th slab of the proposed Building.
13.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 19 th slab of the proposed Building.
14.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 21 th slab of the proposed Building.
15.	Rs. _____ (Rupees _____ _____ Only)	On the casting of the 23 rd Slab or top slab of the proposed Building.
16.	Rs. _____ (Rupees _____ _____ Only)	On completion of brick work / internal plaster/Flooring/ Doors & windows
17.	Rs. _____	On completion of sanitary fitting staircases, lift wells,

	(Rupees _____ _____ _____ Only)	lobbies upto floor of apartments
18.	Rs. _____ (Rupees _____ _____ _____ Only)	On completion of internal & external plumbing, elevation, terraces with water proofing
19.	Rs. _____ (Rupees _____ _____ _____ Only)	On completion of plinth protection, electro mechanical fitting, paving areas.
20.	Rs. _____ (Rupees _____ _____ _____ Only)	On completion of Lifts, Entrance, Lobbies etc
21.	Rs. _____ (Rupees _____ _____ _____ Only)	On possession / receipt of Occupation Certificate.

- (d) It is further agreed by and between the parties that before booking / each and every payment and/or registering the Agreement for sale the Allottee shall deduct the tax deduction at source at the rate of 1% or applicable rate from the above mentioned consideration being paid to the Promoters. All the procedure in respect of Section 194IA on Tax Deducted at Source of Immovable Property shall be an obligation of the Allottee/s only.
- (e) The total price above excludes taxes consisting of tax paid or payable by the Promoter by way of value added tax, service tax, and Cess, GST or any other similar taxes which may be levied., in connection with the construction of and carrying out the project payable by the Promoter up to the date of handing over the possession of the (Apartment).
- (f) 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.

- (g) 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 GST, I.T. and such other taxes, cesses, charges etc. without any delay along with each installment.
- (h) The Allottee/s is/are fully aware and agreed and confirm that the present Apartment is a non standard Apartment/flat and Allottee shall not raise any objection and dispute as regard the said apartment. The Promoter shall confirm the final carpet area that has been allowed to the Allottee after the construction of the building is complete and the occupancy 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, 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 the monetary adjustments shall be made at the same rate per square meter as agreed as per the terms of this agreement.

- (i) 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.
- (j) 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.
- (k) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said building in which the Apartment will be situated 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 (not valid in special where specific dates are mentioned), 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 ORNATE HEIGHTS COLLECTION ACCOUNT"** with Kotak Mahindra Bank having Account Number _____ with IFSC code _____ payable at MUMBAI.

3. DISCLOSURES AND DECLARATIONS:

- a. The PROMOTER hereby declares that the Floor Space Index to be consume in respect of the said buildings **Wing-A** being on the part of the said property (being forming part of project land) is **6200.36 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 4** as proposed to be utilized by them on the said buildings 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.

- b. The Promoter shall also construct further building/s touching the said wing-B and C on the said project land. The Owners of the layout of the said larger property are also negotiating with other owner of adjoining properties to the said project land and is in process of acquiring the said adjoining land, which shall be amalgamated with the said project land, and thereafter the Promoter is entitled to amend the layout plan or the plan of the buildings so as to develop the Project land alongwith such adjoining land by amalgamating the same with each other or otherwise. Thus, in further phase, touching the said building and also adjoining to the said building further building is proposed to be constructed which will be the additional wing touching the existing building and also independent building.
- c. Thus, the developer /owner shall be entitled to amend the larger layout plan or said layout plan from time to time as per their requirement and as per their discretion and shall be further entitled to shift amenities in layout from one place to another and further shall entitled to reduce the amenities as shown in layout plan including the area of reservations (if any), car parking space, amenities and also entitled to construct a building/s in recreation area, car parking area and other area reserve for any other amenities in layout plan and further amend the layout plan from time to time and the Purchaser/s hereby grant his/her/their/its irrevocable No Objection for the same and further hereby accord his full and final consent and for the same no fresh consent require from time to time. Thus, since promoter is constructing various building/s in a phase wise manner on the project land along with adjoining lands, 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 of the said larger property inclusive of the present project is been consumed to its maximum extent upon construction of all the buildings 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 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 of larger property.

- d. The Promoter has made full and true disclosure of the title of the said property as mentioned in second schedule herein 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.

The Allottee is fully aware and expressly agreed that the Owners of the larger layout of 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 promoter and Allottee hereby agree and confirm that the said Club House, which is to be constructed on the said Larger Property shall belong exclusively to the Owners and the promoter and/or any of the flat owners in the said building which is to be constructed in Phase-I by the Promoter herein 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 of the said buildings. The Allottee further agree and confirm 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/lease by the Promoter herein in favour of the Society and/or Association and/or federation and/or the apex body or jointly to all the societies/association of the layout of the said larger property, the land beneath the Club House, will be excluded from conveyance. The Promoter and Allottee further agree and confirm that the Owners shall have a right to recover membership fees from any of the apartment purchaser and/or Society of the said building, which is proposed to be

constructed, if such apartment purchaser, wish to take membership of the said Club.

- e. The Allottee is fully aware and expressly agreed that the Owners of the larger layout of the said Larger Property are carrying out various development activities on the said Larger Property and in the said process are constructing a **Common Facility Centre (CFC)** in the said Larger Property. The promoter and Allottee 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 promoter and/or any of the flat owners in the said building which is to be constructed in Phase-I by the Promoter herein 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 of the said buildings. The Allottee 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/lease by the Promoter herein in favour of the Society and/or Association and/or federation and/or the apex body or jointly to all the societies/association of the layout of the said larger property, the land beneath the Common Facility Centre (CFC) will be excluded from conveyance.

4. SPECIFICATIONS AND AMENITIES:

The specifications and amenities of the apartment to be provided by the Promoter in the said building and the said apartment are those that are set out in **Annexure-F9** hereto. 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:-

- (i) 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 thereunder 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.

- (ii) 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:

- (i) The Promoter shall give possession of the Apartment to the Allottee on or before _____ or such extended date as extended by RERA, 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 as per its own discretion shall liable on demand to refund to the Allottee the amount already received by promoter in respect of the Apartment or the amount already received by Promoter 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 is repaid (subject to adjustment and recovery of any administrative expenses agreed liquidated damages or any other amount which may be payable to Promoter) , 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 force majeure like 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.

- (ii) 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.

- (iii) 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. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the amount received by the Promoter from the Allottee in respect of the Apartment within 30 days from that date subject to adjustment and recovery of any administrative expenses agreed liquidated damages, 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) or any other amount which may be payable to Promoter . After any refund of such amount, Allottee agrees that he/she shall not have any rights, claims, etc. against the Promoter as well as in respect of the said Apartment and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees, confirms and undertakes to execute a valid deed of cancellation of the Apartment and register the same to give effect to the above termination, before making any refund. However if, the allottee refused to receive the same and/or execute deed of cancellation to that effect, then in that event the present agreement shall

automatically stands terminated and the Allottee shall left with no right, title, interest, claim, benefit, remedy in respect of the said apartment and against the promoter in any manner.

- (iv) 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 default by the Allottee in making payment of consideration as mentioned above and or subject to reasonable extension 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.
- (v) Without prejudice to the right of Promoter to forfeit the amount 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 two defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
- (vi) 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 within a period of thirty days of the termination, the amount already received by him in respect of the Apartment after forfeiting 25% of the total consideration amount in respect of the said apartment, 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), any administrative expenses agreed liquidated damages, or any other

amount which may be payable to 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. The Allottee agrees, confirms and undertakes to execute a valid deed of cancellation of the Apartment and register the same to give effect to the above termination, before making any refund.

7. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-

- (i) 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 Allottes 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.
- (iii) 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 F6 annexed hereto.
- (iv) The Owners of the larger layout of 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 promoter and Allottee hereby agree and confirm that the said Club House, which is to be constructed on the said Larger Property shall belong exclusively to the Owners and the promoter and/or any of the flat owners in the said building which is to be constructed in Phase-I by the Promoter herein 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 of the said buildings. The Allottee further agree and confirm 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/lease by the Promoter herein in favour of the Society and/or Association and/or federation and/or the apex body or

jointly to all the societies/association of the layout of the said larger property, the land beneath the Club House, will be excluded from conveyance. The Promoter and Allottee further agree and confirm that the Owners shall have a right to recover membership fees from any of the apartment purchaser and/or Society of the said building, which is proposed to be constructed, if such apartment purchaser, wish to take membership of the said Club.

- (v) The Owners of the larger layout of the said Larger Property are carrying out various development activities on the said Larger Property and in the said process are constructing a Common Facility Centre (CFC) in the said Larger Property. The promoter and Allottee 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 promoter and/or any of the flat owners in the said building which is to be constructed in Phase-I by the Promoter herein 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 of the said buildings. The Allottee 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/lease by the Promoter herein in favour of the Society and/or Association and/or federation and/or the apex body or jointly to all the societies/association of the layout of the said larger property, the land beneath the Common Facility Centre (CFC) will be excluded from conveyance.

8. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon completion of the said building in all aspect shall offer in writing to the Allotees intimating that the said apartment is ready for 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. It is specifically agreed that maintenance of the said apartment shall commence on the expiry of 15 days irrespective of the Allottee taking possession. The further 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):

Upon receiving a written intimation from the Promoter as per clause above, the Allotte/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 or 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/society of the Allottee/s or the competent authority, as the case may be, as per the local laws.

9. COMPENSATION:

9.1.

- (i) The Allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Promoter and until the conveyance of the said building and the said land thereunder.
- (ii) 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, 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 25% of the total consideration amount in respect of the said apartment, 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), adjustment and recovery of any administrative expenses, agreed liquidated damages or any other amount which may be payable to Promoter 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 for forfeiture of 25% of the total consideration amount in respect of the said apartment, 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), any administrative expenses agreed liquidated damages, or any other amount which may be payable to Promoter, by the Promoter.
- (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/terminate 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 stands 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 the amount already received by him in respect of the Apartment after forfeiting 25% of the total consideration amount in respect of the said apartment, 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), any administrative expenses agreed liquidated damages, or any other amount which may be payable to 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 received 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.
- (iii) 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.

- (iv) 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.
- (v) 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 as mentioned aforesaid on the project land under the said layout of the said larger property including by amalgamating adjoining land to be acquired from time to time and only after the available floor space index/transferrable development right in relation to the Project land as well as entire layout of the said larger property 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 of all the societies of all the building in the said layout of the larger property (duly amended from time to time), 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 and after completion of all the buildings to be constructed in phase wise manner on the project land including by amalgamating adjoining land to be acquired from time to time including under the layout of the said larger property and after the entire floor space index/transferrable development right in relation to the said property is fully consumed and utilized, 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 several buildings and structures will be constructed in the phase wise manner as mentioned aforesaid on the project land including by amalgamating adjoining land to be acquired from time

to time including under the layout of the said larger property who will be forming their separate societies or limited company as the case maybe, the promoter after construction of all the buildings to be constructed in phasewise manner on the project land including by amalgamating adjoining land to be acquired from time to time including under the layout of the said larger property and after the entire floor space index/transferable development right in relation to the said property is fully consumed and utilized, 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 layout inclusive of the 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 on the said project land.

- (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/lease 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 GST, on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Central Goods and Services Tax Act, 2017 and Income Tax Act 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 Allotte/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 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 GST, VAT or any other statutory tax 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 not more than Rs. 5/- per sq.ft. per month towards the outgoings. The balance of such amounts, if any, 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 balance of the aforesaid deposits (less deduction provided for in this Agreement) if remains, 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 is/are made aware and expressly agree herein that where the present 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) Rs. _____ (Rs. _____ 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) Rs. _____ (Rs. _____ Only) for formation and registration of the Society or Limited Company/ Federation/ Apex body of the building in which Apartment is situated.
- (iii) Rs. _____ (Rs. _____ Only) for sinking fund.

- (iv) Rs. _____ (Rs. _____
 _____ Only) deposit
 towards electric, substation, transformer meter, cable and other
 utility and services connection charges etc.
- (v) 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 per month for 1 BHK flat and Rs 3000 for 2 BHK flat.
- (vi) Rs. _____ (Rs. _____
 _____ Only) non-refundable deposit towards
 development charges, infrastructure development & maintenance
 and other allied charges.
- (vii) Rs. _____ (Rs. _____
 _____ Only)
 for legal charges.
- 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 project land as declared in the title report annexed to this agreement and has the requisite right to carry out the development of the project land and also has actual, physical and legal possession of the said project land for the implementation of the project ;
- (ii) The Promoter has lawful rights and that has it approvals from the competent authorities to carry out development of project land and shall obtain requisite approvals from time to time to complete the development of the project land;
- (iii) There are no encumbrances upon the project land except those disclosed in the title report and this agreement;
- (iv) There no litigation is pending before any court of law with respect to the project 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-I, 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 project 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) 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 Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.
- (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 has been received or served upon the Promoter

in respect of the project land except those disclosed in the title report;

16. AMALGAMATION

As the Allottee is fully aware and agreed that owners will be acquiring the adjoining property to the said larger property and the same will be amalgamated to the said larger property/project land and accordingly the owner will be obtaining necessary permissions and approvals for construction of multiple buildings on the said larger property and thereafter the promoter shall be entitled to construct other buildings in other phase/s on the said project land alongwith adjoining properties under the said layout as per discretion of Promoter from time to time; and the Allottee do hereby specifically authorized and grant their irrevocable consent to the developer herein for amalgamating the adjoining property to the said larger property (which is inclusive of project land) and further hereby accord their irrevocable consent /NOC in favour of the Owner and Promoter to amend the layout/building plan including shifting of /reduction of amenities, RG, etc., as per the discretion of the owner and 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 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.
- xii. 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.
- xiii. 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 layout of the said larger property inclusive of project land or jointly to all the

societies in the layout of the said larger property inclusive of project land, 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 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 ALLOTTEE/s hereby 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.

xvii. The Allottee hereby agrees and confirms the stilts, basement 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. therefrom 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 thereunder.

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 Allottee/s 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 F11.

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

The Allottee is/are fully aware and agreed & confirm that the said Apartment is standard form of 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 Allottee/s 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 Allottee/s 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:-

- (i) 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/lease deed which is to be executed by the Promoter in favor of Allottee/s or Association/Society /apex body/federation/limited company i.e. organization as may be formed in which the Allottee/s will be the member.
- (ii) 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 layout of the larger property inclusive of 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 Allottee/s.
- (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 layout inclusive of project land/ jointly to all the societies as hereinbefore mentioned.

27. **ADDITIONAL CONSTRUCTIONS**

The Allottee agree, undertakes and accord his consent that since there is a further FSI/TDR may be available to the owner and promoter on the said larger property inclusive of project land including balance FSI/TDR of the said larger property, Phase-I, project land, the Promoter has right to make additions or to put up additional floors /structure(s) in the said building or additional buildings touching the said buildings or anywhere in the Project along with adjoining properties with necessary permissions and sanctions to be approved and obtained by the competent authority(ies).

28. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this agreement 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 all agreed to take such (Apartment).

However, the Allottee hereby specifically agreed, confirm and consented that the Promoter shall be entitled to raise loans, debts and finance from any financial institution/s, Bank/s, Organization/s. or individuals for the development of the said project land including Phase-I by creating a charge or mortgage on their rights, interest and benefit in respect of the said property inclusive of phase-I land along with the unsold constructed component in form of Flats/Shops etc. constructed thereon, without any consent of the Allottee. 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 thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

30. 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 Allottee/s in project, the same shall be in proportion to the area of the Apartment /plot to the total carpet area of all the Apartment/ plots in the project.

31. 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.

32. 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. Hence this agreement shall be deemed.

33. 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 DEVELOPERS**

Promoters address: Unit No.1007, B Wing, 10th Floor, Kanakia Wall
Street, Chakala, Andheri East, Mumbai-400093.

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.

34. JOINT ALLOTTEES

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

35. 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.

36. The following Annexures shall form a part of this agreement.

F1: Revised Development Permission

F2: NA permission letter

F3: Proposed Plan

F4: Typical Floor Plan

F5: Building Approved Plan

F6: Specifications of the Apartment

F7: Title Certificate

F8: 7/12 extract

F9: List of Amenities

F10: Maharera Registration Certificate.

F11: Details of proportionate Share of outgoing for common areas.

36. 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 Vasai courts will have the jurisdiction for this agreement.

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

Name of the Party	PAN
Promoter	AAEFO6019K
Allottee	

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

FIRST SCHEDULE OF THE PROPERTY REFERRED ABOVE:

(Description Of said larger property)

All that piece and parcel of contiguous lands bearing Survey No. 62, Hissa No. 1,2(pt),3,4,5,7; Survey No. 63 Hissa No. 2/1, 2/2, 3; Survey No. 64 Hissa No. 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.2,4 5, 6, 8, 9,10,12, 13, 14,15, 16,17, 18,19,21, 22, 23; Survey No. 82,Hissa No.3/3, 5, 7, 8/1, 9,10; Survey No. 83,Hissa No. 1/pt.; Survey No. 84,Hissa No. 3, 4, 6/pt., 7/pt., 10, Survey No. 85,Hissa No. 3B,6,9, 10, 12; Survey No. 87,Hissa No. 1A, 1B, 1C,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, 4,5; Survey No. 277,Hissa No. 2, 3; Survey No. 278 Hissa No. 1, 2, 3,4; Survey No. 279,Hissa No. 1; Survey No. 280 Hissa No. 1, 2, 3, 4, 5 of Village - Gokhiware, Taluka Vasai, District Palghar.

SECOND SCHEDULE OF THE PROPERTY REFERRED ABOVE:

(Description Of project land)

All that piece and parcel contiguous lands forming portion of the said larger property with right to construct **Wing-A** of building no.4 in Sector-III, bearing Survey No.77, Hissa No.5 and Survey No.81, Hissa No.13,14 & 23 of Village Gokhiware, Taluka Vasai, District Palghar.

THIRD SCHEDULE OF THE APARTMENT REFERRED ABOVE:

(Description of Apartment/Unit)

Apartment No. _____ having carpet area of _____ sq. Mt (RERA Carpet), Type _____ on _____ floor in **Wing _____ Building No.4** to be known as **“ORNATE HEIGHTS”** in **Phase II** being constructed on forming part of the project land more particularly described in the Second Schedule above with basement / stilt / podium/mechanical parking number _____ 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 AND DELIVERED by the)
The Withinnamed "**Promoter**")
M/S. ORNATE CITY DEVELOPERS)
through its partner)
M/s Ornate Infra Holdings (P) Ltd)
through its Director **Mr. SUNIL GUPTA**)
who is authorized to sign and had)
put his Signature on these presents)

SIGNED AND DELIVERED by the)
Withinnamed the "**Allottee/s**")
_____))
_____))
_____))

In the presence of)
1.)
2.)

R E C E I P T

RECEIVED the day and year first herein above written of and from the within named Allottee/s the sum of Rs. _____/- (Rupees _____)

_____ only) being the earnest money deposit to be paid by him/her/them to us as stated hereinabove.

Dated	Cheque No	Drawn on	Amount (Rs.)
		Total	

I SAY RECIEVED

ORNATE CITY DEVELOPERS

Witnesses-

1.

2.