ALLOTMENTLETTER

Date:_____

To,
MR./MRS_____

SUBJECT: PROVISIONAL ALLOTMENT OF FLAT

Madam/Sir,

This is to state that you are allotted **FlatNo._On Floor, wing Building Known as"ARHAM VATIKA " which is to have Total Admeasuring area_____Sq.ft.Carpet.**Constructed on SurveyNo.140,Hisao./1,Area Admeasuring OH-13R-OPP.K. OH-03R-OP Total Area AdmeaUJing OH-16-R-OP Asst. Ors .28 Paise Situated at Village CHIKHLOLI Tal.Ambernath, Dist- Thane within local limit of Ambernth Municipal Council, (hereinafter referred to as "the said premises") for the consideration of Rs._____/-
(Rupees_____ Only).

The payment schedule and other terms and conditions of sale of flat/shop shall be drawn in the sale agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the promoters strictly as per schedules mentioned in such sale agreement.

You are also liable and responsible to pay the GST, local body tax and other levies as may be levied by the centralgovernment, state government and semi-government authorities and on payment of the *above* saleconsideration and *above* amounts the possession of the flat will be handed *over* to you.

It is further informed to you that this offer of allotment is valid only till Execution of sale agreement and it will not amount to sale of the said flat till necessary sale agreement in pursuance of the provisions of MAHARERA Act 2016 is duly executed and If there is any delay in payment of consideration then this allotment will stand cancelled and the monies paid by you will be returned to you as per the provisions of MAHARERA Act2016 and rules made there under.

Thanking You,

For **ARHAM ENTERPRISES**

Through its Partner

SHRI._____

AuthorizedSignatory

Ward No. :-

Village :- **CHIKHLOLI**

Market Value :-

Actual Value :-

Stamp Duty :-

Flat Area :- **Sq. ft Carpet Area**

: SHREE :

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at ,Village **CHIKHLOLI** Tal – Ambarnath Dist-Thane **on this _____day of _____ 2017.**

BETWEEN

.. 2 ..

ARHAM ENTERPRISES a Partnership Firm Through its Partner SHRI. _____ Aged ____ Years, Occu- _____ **having office at :-** Ganesh Krupa Ground Floor, Near Sneha Building, Badlapur (E) Tal, Ambernath, Dist-Thane 421 503. Hereinafter called and referred to as the **Promoters/ Builders** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the **One Part.** COMPANY PAN CARD NO. **AAYFA6403**

AND

SHRI/SAU._____Aged ___ YearsOccupation – _____PAN CARD NO. _____ AND _____Aged ____ YearsOccupation - _____PAN CARD NO._____. Residing at:- _____

Hereinafter referred to as "the **FLAT PURCHASER/S"** (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART.**

WHEREAS :

ARHAM ENTERPRISES the land situated village Chikhloli **Tal Ambernath Dist Thane within the local limits of Ambernath Municipal Council** bearing Survey No. 140, Hissa No.8A/1 , Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise was originally owned by by M/s. Arham Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Premji Patel.

AND WHEREAS M/s. Arham Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Premji Patel had purchased the said land from 1) Shri. Premji Bhanji Patel 2) Mrs. Savitri Premji Patel. had purchased the said land from 1) Shri. Premji Bhanji Patel 2) Smt. Savitri Premji Patel by sale deed dtd 18/03/2014duly registered at the office of Sub Registrar Ulhasnagar 3 under Sr. No 1967/2014. That Mutation entry was also carried out bearing no 1521 certified by circle officer Ambernath on dtd 29/05/2014 in the name of M/s Arham

Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Patel was muted as owner on 7/12 extract.

AND WHEREAS M/s. Arham Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Premji Patel. wanted to construct building said land and hence, he go construction permission from Ambernath Municipal Council bearing No Javak k./ ANP/NRV/BP/12-13/909/2189-78 dtd 26/11/2012.

AND WHEREAS the said land is also converted into Non Agriculture use by Order of Collector Office Thane on dtd 15/07/2013 bearing no Mahasul/K-1/T-14/NAP/SR – (26/13) 115/2013 in favour of Shri. Premji Bhanji Patel and other 1

AND WHEREAS Revised Building Construction Permission is also granted by Ambernath Municipal Council bearing no Javak k./ ANP/NRV/BP/13-14/1045/8319-92 dtd 13/12/2013 for construction of R-1 Ground + First Floor, R2- Ground + Seventh Floor Building upon the said land

The copy of the 7/12 Extract showing the name of the owners as the Owners of the said land is annexed hereto.

AND WHEREAS Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as **"ARHAM VATIKA "** (hereinafter referred to as **"the said Complex"**) on the said land bearing Survey No. 140, Hissa No.8A/1, Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise Situated at Village **CHIKHLOLI** Tal.–Ambernath, Dist.- Thane (more particularly set out and described in the **'FIRST SCHEDULE'** written hereunder),

Wing R 1 – Ground + First Floor

Wing R 2 – Ground + Seventh Floors

AND WHEREAS while sanctioning the said Plans, has land down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and the said buildings, which shall have to be duly observed and performed.

AND WHEREAS Allotted/s is/are offered **Flat bearing No. _____ on _____ Floor Wing '_____' (along with the said Flat)** (hereinafter referred to as the **"SAID FLAT")** **in the of complex Known As "ARHAM VATIKA "** (hereinafter referred to as the **"SAID COMPLEX") which is to have Total carpet area of _____ Sq. Mtrs.** constructed in the phase of said project by the Promoter.

AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ Authenticated copy is attached in Annexure "F".

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Flats (Apartments) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to receive the sale consideration in respect ;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Pramod patil and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or

any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartments) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the sanctioned plans of the building by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No. ..... on ..... Floor …… Wing situated in the project known as **“<u>ARHAM VATIKA</u> ”** being constructed in the said Project.

AND WHEREAS the carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of Flat (Apartment), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and

stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs...../- (Rupees .... Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat (Apartment) with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 hereby agrees to purchase the Flat and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of 2 wing i.e. R1 Ground + First Floor and R2 Ground + Seventh Floors for residential Use. for construction of Building upon said land on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. ..... Wing ……. of Carpet Area admeasuring ..... sq. metres on ..... Floor of complex known as "ARHAM VATIKA "** (hereinafter referred to as "the Flat ") as shown in the Floor plan thereof hereto annexed and marked Annexures D for the consideration of **Rs...../- (Rupees ..... Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and

facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat bearing Nos. ____ situated at **CHIKHLOLI Ground + First Floor and** Ground and Seventh Upper Floor being constructed in the layout for the consideration of **Rs...../- (Rupees ..... Only)**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs...../- (Rupees ..... Only)** i.e. 10% of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs...../- (Rupees ..... Only)** in the following manner :-

i. 20% of the total consideration to be paid to the Promoter after the execution of Agreement.

ii. 15% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. 25% of the total consideration to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

iv. 10% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat (Apartment) is located.

v. 5% of the total consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

vi. 10% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

vii. 5% of the total consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,

paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

viii. 5 % against and at the time of handing over of the possession of the Flat (Apartment) to the Allottee on or after receipt of occupancy certificate or completion certificate.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the

Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 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 Flat(Apartment) to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat(Apartment).

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat(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 instalment 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 1 (c) herein above ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or 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 on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat (Apartment) based on the proposed construction and sale of Flats (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.

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat (Apartment) which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the Flat (Apartment) to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Flat (Apartment) to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat (Apartment) with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat (Apartment) on the aforesaid date, if the completion of building in which the Flat (Apartment) is to be situated is delayed on account of (i) war, civil commotion or act of God ;

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

7.1 **Procedure for taking possession -** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat (Apartment), to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat (Apartment) to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat (Apartment) within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats (Apartments) are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Flats/Shops (Apartments)** : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Flat (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 Flat (Apartment) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat(Apartment) to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat (Apartment) or the building in which the Flats/Shops (Apartments) are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.5 If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee (s), the Allottee (s) brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee (s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee/s shall not carry out any alterations of the whatsoever nature in the said flat of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in 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 avoid. The work 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 flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee to maintain his unit 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. Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/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. 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 equipment’s, fixtures sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability or 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 then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee shall use the Flat (Apartment) or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flats (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 of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee.

No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the

society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat (Apartment) is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter

and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat (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 Flat (Apartment)] of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the 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 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 Rs. ...../- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter Rs _____ which includes the following :-

(i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Deposit towards Water, Electric, and other utility and services connection charges

(v) Electrical receiving and Sub Station provided in Layout.

11. The Allottee shall 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 Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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

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

i. The Promoter 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 rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

laws in relation to the Project, project land, Building/wing and common areas;

vi. The 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;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat (Apartment) which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat (Apartment) to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of

the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the Flat(Apartment) at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat(Apartment) is taken and shall not do or suffer to be done anything in or to the building in which the Flat(Apartment) is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the

building in which the Flat(Apartment) is situated and the Flat(Apartment) itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat (Apartment) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat (Apartment) is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat (Apartment) is situated, including entrances of the building in which the Flat (Apartment) is situated and in case any damage is caused to the building in which the Flat(Apartment) is situated or the Flat (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 to the said Flat (Apartment) and maintain the Flat (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 Flat (Apartment) is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat(Apartment) or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat (Apartment) or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat (Apartment) is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat (Apartment) is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat (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 Flat (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 Flat (Apartment) in the compound or any portion of the project land and the building in which the Flat (Apartment) is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat (Apartment) is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat (Apartment) by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat (Apartment) until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. 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 thereof that may be made from time to time for protection and maintenance of the said building and the Flats/Shops (Apartments) therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat (Apartment) in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat (Apartment) is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat (Apartment) is situated is executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats/Shops

(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 Flat (Apartment) hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the

property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the

Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. **SEVERABILITY**

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

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Flats/Shops (Apartments) in the Project.

24. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Badlapur.

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee _____

(Allottee's Address) _____

_____

Notified Email ID:_____

M/s Promoter name : **ARHAM ENTERPRISES a Partnership Firm Through its Partner**

SHRI. _____

having office at :-Ganesh Krupa Ground Floor, Near Sneha Building, Badlapur (E) Tal, Ambernath, Dist- Thane 421 503.

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEES**

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

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

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

31. **GOVERNING LAW**

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

THE FIRST SCHEDULE ABOVE REFERRED TO

That piece of land lying being and situated at Village **CHIKHLOLI** Taluka–Ambernath, District – Thane, Maharashtra; within the local limit of Ambernath Municipal Council bearing **Flat No. _____ on _____ floor of Wing _____, of complex known as "ARHAM VATIKA ", which is to have Total carpet area of _____Sq. Mtrs.**

constructed on Survey No. 140, Hissa No.8A/1 , Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise Situated at Village **CHIKHLOLI** Tal.–Ambernath, Dist.- Thane

And collectively bounded as follows :-

On or towards East :

On or towards West :

On or towards South :

On or towards North :

-:THE SECOND SCHEDULE ABVOE REFFERED TO :-

Proportionate common area and facilities area of immediate landing area abutting the main door after landing on the said floor prorate right along with all flat/purchasers of the premises in the said property in limited common area i.e. to say staircase landing entrance hall Terrace, Compound lobbies passage.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED BY
The Within named **PROMOTERS**
ARHAM ENTERPRISES
Through its Partner
SHRI. _____
_____

SIGNED & DELIVERED BY
The Within named **THE FLAT/**
SHOP PURCHASER/S / ALLOTTEES
1)MR. _____
_____
PAN CARD NO. _____

2)MR. _____

_____

PAN CARD NO. _____

Witness :-

Sign _____

1.Name :- _____

R/at:- _____

_____

Sign _____

2. Name :- _____

R/at:- _____

_____

RECEIPT

RECEIVED of from the Flat Purchaser / Allottee above named the sum of **Rs. _____/- (Rupees _____ Only)** by cheque in following manner:-

Date	Amount	Cheque No./Cash	Name of Bank

in Regarding **Flat No._____ on _____ Floor, Wing _____ Building Known as "ARHAM VATIKA " which is to have Total Admeasuring area _____ Sq. ft. Carpet.** Constructed on Survey No. 140, Hissa No.8A/1 , Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise Situated at Village **CHIKHLOLI** Tal.–Ambernath, Dist.- Thane being the sum of earnest part payment paid to us as within mentioned.

Rs. _____/-

I say Received

Sign

ARHAM ENTERPRISES

Through its Partner

SHRI. _____

THE PROMOTER

Witness:-

Sign _____

1.Name :- _____

R/at:- _____

_____

Sign _____

2.Name- _____

R/at:- _____

_____

ANNEXURE

LIST OF AMENITIES

ANNEXURE A

Title Certificate issued by advocate of promoter

ANNEXURE B

(Authenticated copies of Property Card of extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/ original Owner/Promoter to the project land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the Plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment)

ANNEXURE – F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Exclusive facility	* Inc. Balcony adm. _____ Sq.Mtrs. Open Terrace _____ Sq.Mtrs. C.B. _____ Sq.Mtrs. W.S. _____ Sq.Mtrs.

Received of and from the Allottee above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee

I say received **The Promoter/s.**

ALLOTMENT LETTER

Date:- _____

To,
MR./MRS _____
_____
_____

SUBJECT: PROVISIONAL ALLOTMENT OF FLAT

Madam/Sir,

This is to state that you are allotted **Flat No._____ on _____ Floor, wing _____ Building Known as "ARHAM VATIKA " which is to have Total Admeasuring area _____ Sq. ft. Carpet.** Constructed on Survey No. 140, Hissa No.8A/1 , Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise Situated at Village **CHIKHLOLI** Tal.– Ambernath, Dist.- Thane within local limit of Ambernth Municipal Council, (hereinafter referred to as "the said premises") for the consideration of Rs. _____ /- (Rupees _____ Only).

The payment schedule and other terms and conditions of sale of flat/shop shall be drawn in the sale agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the promoters strictly as per schedules mentioned in such sale agreement.

You are also liable and responsible to pay the GST, local body tax and other levies as may be levied by the central government, state government and semi-government authorities and on payment of the above sale consideration and above amounts the possession of the flat will be handed over to you.

It is further informed to you that this offer of allotment is valid only till Execution of sale agreement and it will not amount to sale of the said flat till

necessary sale agreement in pursuance of the provisions of MAHARERA Act 2016 is duly executed and if there is any delay in payment of consideration then this allotment will stand cancelled and the monies paid by you will be returned to you as per the provisions of MAHARERA Act 2016 and rules made there under.

Thanking You,

For **ARHAM ENTERPRISES**

Through its Partner

SHRI. _____

Authorized Signatory

NON ENCUMBRANCES CERTIFICATE

ARHAM ENTERPRISES a Partnership Firm Through its Partner SHRI. _____ Aged ____ Years, Occu- _____ **having office at :-** Ganesh Krupa Ground Floor, Near Sneha Building, Badlapur (E) Tal, Ambernath, Dist-Thane 421 503. do hereby declared undertaked and state as under.

We are the developer and acquired the Survey No. 140, Hissa No.8A/1 , Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise Situated at Village **CHIKHLOLI** Tal.–Ambernath, Dist.- Thane within local limit of Ambernath Municipal Council to the west of Division Kokan for Development.

We are declared that the, we have legal Title of the above mentioned land, on which the development of the proposed project named **"ARHAM VATIKA "** is to be carrying out.

We further declared that, the above Project land is free from all encumbrances and there are no litigation pending before any court of law with respect to the project land or project.

We future declared that, we have absolute rights and authority to carry out development activities on the said property as per plan and permission granted by within local limit of Ambernath Municipal Council and concern authority.

This Certificate is issued for registration under MAHA RERA Act. 2016.

Sign/-

ARHAM ENTERPRISES

Through its Partner

SHRI.

_____

CONVEYNACE OF APARTMENT

In the…….....on this …… day of ……. 2017 …… hereinafter referred to as Grantor who is fully empowered and qualified to execute this Deed does hereby state:

ARHAM ENTERPRISES a Partnership Firm Through its Partner SHRI. _____ Aged ____ Years, Occu- _____ **having office at :-** Ganesh Krupa Ground Floor, Near Sneha Building, Badlapur (E) Tal, Ambernath, Dist-Thane 421 503. Hereinafter called and referred to as the **Promoters/ Builders** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the **One Part.** COMPANY PAN CARD NO. **AAYFA6403**

AND

SHRI/SAU._____Aged ___ YearsOccupation – _____PAN CARD NO. _____ AND _____Aged ____ YearsOccupation - _____PAN CARD NO._____. Residing at:- _____

Hereinafter referred to as "the **FLAT PURCHASER/S"** (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART.**

WHEREAS :

ARHAM ENTERPRISES the land situated village Chikhloli **Tal Ambernath Dist Thane within the local limits of Ambernath Municipal Council** bearing Survey No. 140, Hissa No.8A/1 , Area Admeasuring 0H-13R-0P P.K. 0H-03R-0P Total Area Admeasuring 0H-16-R-0P Asst. 0Rs. 28 Paise was originally owned by by M/s. Arham Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Premji Patel.

AND WHEREAS M/s. Arham Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Premji Patel had purchased the said land from 1) Shri. Premji Bhanji Patel

2) Mrs. Savitri Premji Patel. had purchased the said land from 1) Shri. Premji Bhanji Patel 2) Smt. Savitri Premji Patel by sale deed dtd 18/03/2014duly registered at the office of Sub Registrar Ulhasnagar 3 under Sr. No 1967/2014. That Mutation entry was also carried out bearing no 1521 certified by circle officer Ambernath on dtd 29/05/2014 in the name of M/s Arham

Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Patel was muted as owner on 7/12 extract.

AND WHEREAS M/s. Arham Enterprises Through Partners 1) Shri. Premji Bhanji Patel 2) Miss Kuntal Premji Patel. wanted to construct building said land and hence, he go construction permission from Ambernath Municipal Council bearing No Javak k./ ANP/NRV/BP/12-13/909/2189-78 dtd 26/11/2012.

AND WHEREAS the said land is also converted into Non Agriculture use by Order of Collector Office Thane on dtd 15/07/2013 bearing no Mahasul/K-1/T-14/NAP/SR – (26/13) 115/2013 in favour of Shri. Premji Bhanji Patel and other 1

AND WHEREAS Revised Building Construction Permission is also granted by Ambernath Municipal Council bearing no Javak k./ ANP/NRV/BP/13-14/1045/8319-92 dtd 13/12/2013 for construction of R-1 Ground + First Floor, R2- Ground + Seventh Floor Building upon the said land

FIRST : That the Grantor has constructed on the parcel of land described above a building known as **"ARHAM VATIKA"** according to the plans attached hereto as Exhibit A which were approved by the Ambernath Municipal Council on dated 13/12/2013 bearing No. Javak k./ ANP/NRV/BP/13-14/1045/8319-92 and which are made a part thereof. The Municipal or Ward No.____, Street No _____. and. are as follows:

The Postal address **:- ARHAM ENTERPRISES a Partnership Firm Through its Partner**
having office at :-Ganesh Krupa Ground Floor, Near Sneha Building, Badlapur (E) Tal, Ambernath, Dist- Thane 421 503.

SECOND : That the said building consists of 2 Building i.e. R-1 Ground + First Floor, R2- Ground + Seventh Floor as per plan for residential use. The Ground + Seventh Floor and Ground + First Floors consist of individual apartments all for residential purposes. The Ground + Seventh Floor and Ground + First Floors are

all capable of individual utilization on account of having their own exit to a common area and facility of the building, and the apartments will be sold to one or more owners each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable, immovable property within the meaning of any law for the time being in force in the State

(hereinafter referred to as "family unit"), and also an undivided interest in the general and/or restricted common area and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common area and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970

THIRD: That the aforesaid building has a total building area of ……. square meters of which ……. square meters will constitute family units, and ……. square meters will constitute general and/or restricted common areas and facilities.

FOURTH : That this condominium shall be known as "the **"ARHAM VATIKA "** Condominium" and that the family units and common areas and facilities of the building will be as follows:-

1. **Family Units- Upper Floors** –

In each of the floor, there are ____family units. The said family units will be numbered consecutively from one to ___ to _____ on each floor. These numbers will be preceded by the tenth which corresponds to each floor to with : those of the first floor will bear the numbers "101", "102", etc. : those of the second floor will bear the numbers "201", "202", etc., and those of the higher floors will be numbered similarly according to the corresponding tenth of each floor. Hereinafter such family units will be referred to as Family Unit Type Number One, Family Unit Type Number Two, etc., respectively Each family unit is equipped with

The family units are described herein below. The measures of a family unit include all the outside walls and one-half of the block partitions but exclude bearing walls.

(a) *Family Unit-Type Number one.*- It is a rectangular shaped apartment measuring ……... meters

long and ……. meters wide, making a total area of ……. square meters as specifically shown in Exhibit A of this Deed. Its boundaries are as follows :-

Its main door has access to the corridor of the respective floor.

The family units consists of the following rooms : a hall of ……..... square meters, a living room of …… square meters, a dinning room of ……. square meters, a kitchen of …… …….. square meters, which includes the sinks, or washing area, a …… gas or electric range, model ……..... colour ……... ……. …….. bedrooms of ……. square meters bathroom of ……. square meters. In addition, the family unit has a balcony (balconies) facing …….. Street of …….. square meters [A description of each type of family unit should follow as items (b), (c), (d), etc.]

2. Common areas and facilities.-

(a) The Parcel of land described in paragraph First of this Deed.

(b) A basement as shown in Exhibit A attached hereto and consisting of **Nil** square meters.

(c) The following facilities located in the basement :

(d) Parking facilities as shown in Exhibit A attached hereto and consisting of …… square meters.

(e) The ground floor as shown in Exhibit A attached and consisting of a garden lawn, children playing area, swimming pool, tennis or badminton court, etc., admeasuring……square meters respectively.

(f) The following facilities located in the ground floor :-

(1) Commercial areas and facilities as shown in Exhibit A attached hereto, consisting of …….. square meters and described as follows :-

(2) A lobby and facilities as shown in Exhibit A attached hereto, consisting of ……. square meters, and described as follows:-

(3) ……

(g) The following facilities located throughout the building and as shown in Exhibit A, attached hereto :-

(1) ……. elevator(s).

(2) An elevator shaft of ……square meters for the…….. elevator (s) extending from the ground floor upto the …… ……floor.

(3) A stairway, referred to in this Deed as Stairway A of …….... square meters, which leads from the ground floor to the roof of the building.

(4) A stairway, referred to in this Deed as Stairway A of ……... …….. square meters, which leads from the open court to the ….....…….. upper floor.

(5) A flue extending from the incinerator in the basement to the roof of the building. The said flue will have a hopper door in each of the …….. upper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the ……...… upper floors.

(6) Water tank located on the roof of the building.

(7) Elevator penthouse with corresponding elevator equipment located on the roof of the building.

(8) Plumbing net-work throughout the building.

(9) Electric wiring net-work throughout the building.

(10) Necessary light, telephone and public water connections.

(11) The foundations and main walls, columns, girders, beams and roofs of the building as described in the plans which form part of this Deed as Exhibit A hereof.

(12) Tanks, pumps, motors, fans, fire fighting equipment, compressor ducts central air conditioning and heating equipment and in general all apparatus and installation existing for common use.

(h) The following facilities located in each one of the …… upper floors and as shown in Exhibit A, attached hereto, are restricted common areas and facilities restricted to the family units of each respective floor:-

(1) A lobby which gives access to the …… upper family unit, to the janitor's room, to …… to the corridor and to Stairway A.

(2) A room for the use of the janitor.

(3) A corridor extending from the lobby to Stairway B.

FIFTH : (a) That the right, title and interest of each owner of a family unit in the general common area and facilities listed under letter(s) to (g) of Sub – paragraph 2 to Paragraph fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the _____ Condominium is based on the proportionate value of each family unit to the total value of all family units as follow :-

Family Unit Type Number One

_____ percent based on a value of Rs. _____ for this apartment and a total value of _____ for all family units .(Here follows the proportionate value of family Unit Type Number Two of family unit Type Number_____

b) That the right , title and interest of each owner of a family unit located on each of the _____ upper floors in the restricted common areas and facilities located in the respective floor and listed under letter (h) of said sub-paragraph 2 of Paragraph fifth, and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate representation of voting purpose with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment owners of the _____Condominium is based on the proportionate value of each family unit to the total value of all family units located on its respective floors as follows :-

Family Unit Type Number One

_____ percent (here follows the right, title and interest of the family unit owners of family Unit Type Number Two to family Unit Type

Number_____ in the restricted common areas and facilities located in their respective floors.

(c) The proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provisions of the by-laws attached hereto as Exhibit B.

(d) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the date of this Declaration.

SIXTH : That the Administration of **"ARHAM VATIKA"** condominium consisting as aforesaid of the building and parcel of land described in Paragraph first and fifth of this Deed shall be in accordance with the provisions of this deed and with the provisions of the by-laws which are made a part of this Deed and are attached hereto as Exhibit B.

SEVENTH : That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970 so that the family units of the _____ upper floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each family units owner having and exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

EIGHTH : That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of Declaration and Deeds of Apartment under section 13(5) the value of the **"ARHAM VATIKA"** Condominium is distributed as follows :-

(a) Parcel of land described in paragraph First hereof is valued at _____ Rupees.

(b) The building described in paragraphs Seconds and Third hereof is valued at _____ Rupees.

NINETH : That so long as the Grantor owns one or more of the family units, the grantor shall be subject to the provisions of this Deed and of the Exhibits A

and B attached hereto and the Grantor covenants to take no action which will adversely affect the right of the Association of Apartment Owners with respect to assurance against latent defects in the building or other rights assigned to the Association by reason of the establishment of the **"ARHAM VATIKA"** Condominium.

TENTH : That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

ELEVENTH : That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.

TWELVETH : That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even through such interest is not expressly mentioned or described in the conveyance or other instrument.

THIRTEEN : That each apartment owner shall comply with the provisions of this Deed, the By-laws, decisions and resolutions of the Association of apartment Owners of its representative, and failure to comply with any suchprovisions, decision or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

FOURTEEN : That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units

unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly registered instruments.

FIFTEENTH : That no apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

SIXTEENTH : All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

SEVENTEENTH : That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family units shall not be rented or given on leave and license or caretaker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and license or caretaker basis provided that said lease or leave or license or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-laws in Exhibit B attached hereto.

EIGHTEENTH : That if the property, subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

NINETEENTH : That, where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at

such sale, or his successors or assigns shall be liable, for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be constructed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for, not shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of Apartment Owners against the Grantor in excess of the amount therein, set-forth.

TWENTY-ONE : That the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

TWENTY- TWO : That, insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners; and that such payment shall be held in a separate account of the Association and used solely for

the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF Shri …….. has hereto set his hand this ……. day of ……. 2017

Signed and Delivered by

ARHAM ENTERPRISES

Through its Partner

SHRI. _____

in the presence of-

1.

2.

FORM B (SEE RULE 3 (4)

AFFIDAVIT CUM DECLARATION

ARHAM ENTERPRISES a Partnership Firm Through its Partner SHRI. _____ Aged ____ Years, Occu- _____ **having office at :-**Ganesh Krupa Ground Floor, Near Sneha Building, Badlapur (E) Tal, Ambernath, Dist- Thane 421 503. do hereby declared undertake and state as under.

I MR. _____, Partner of the proposed project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under.

1) **ARHAM ENTERPRISES** have a legal title to the land on which the development of the proposed project is to be carried out. A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2) That the said land is free from all encumbrances.

3) That the time period within which the project shall be completed by promoter is _____**.**

4) That Seventy per cent of the amount realized by me/promoter for the real estate project from time to time shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5) That the amount from the separate account to cover the cost of the project shall be withdrawn in proportion to the percentage of completion of the project.

6) That the amount from the separate from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

7) That Promoter shall be get the account audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8) That Promoter shall take all the pending approvals on time from the competent authorities.

9) That Promoter has furnished such other documents as have been prescribed by the rule and regulation made under the Act.

10) That Promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building as the case may be on any grounds

Sign/-

ARHAM ENTERPRISES
Through its Partner
SHRI. _____

VERIFICATION

The contents of my above Affidavit Cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at _____ on this _____ day of _____

Sign/-

ARHAM ENTERPRISES
Through its Partner

SHRI.
_____