ALLOTMENT LETTER

Date:__/___/20

To

1.....
Age: About …… Years, Occupation: ……
[PAN No. .....
RESIDING AT:.....

2.....
Age: About …… Years, Occupation: ……
[PAN No. .....
RESIDING AT:.....

Sub: Preferential allotment of the Apartment No..... of proposed Project known as "SWAMI SANKUL" being constructed at CTS NO 1037, SADASHIV PETH, PUNE - 411030

Sir/Madam,

We are pleased to inform you that we have preferential allotted the **Apartment No.....,** of proposed Project known as **"SWAMI SANKUL" being constructed at CTS NO 1037, SADASHIV PETH, PUNE -411030** to you, subjected to acceptance of the terms of this letter by you. The particular of the present transaction are:

NO.	PARTICULARS	AMOUNT
01.	Apartment Cost	**Rs..... /-**
02.	Stamp Duty+ LBT	**Rs..... /-**
03.	Registration Fee	**Rs..... /-**
04.	Service Tax, VAT & GST	**Rs..... /-**
05.	Maintenance charges	**Rs..... /-**
	Total	**Rs..... /-**

The ***payment Plan*** for the above-mentioned charges will as under:

SR.	AMOUNT	PARTICULARS
I	Rs ...../-	10% at the time of Booking (*inclusive of part/advance payment as mentioned herein above)*
II	Rs ...../-	20% at the of Agreement to Sale
III	Rs ...../-	15% at the time of completion of plinth
IV	Rs ...../-	15 % at the time of completion of 1st Slab
V	Rs ...../-	15 % at the time of completion of 5th Slab
VI	Rs ...../-	5 % at the time of completion of 8th Slab
VII	Rs ...../-	5 % at the time of completion of 9th Slab
VIII	Rs ...../-	5% at the time of completion of the walls and internal gypsum plaster of the said Apartment
IX	Rs ...../-	5% at the time of completion of the external plaster, terraces with waterproofing of the said Apartment
X	Rs ...../-	2.5 % at the time of completion of the flooring, lifts, entrance lobby/s, of the building or wing in which the said Apartment is located
XI	Rs ...../-	2.5% at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
	Rs...../-	**TOTAL CONSIDERATION (100%)**

Terms:

1. This allotment is subjected to the execution and registration of the Agreement to Sale within 30 days from the date of this allotment, failing which this allotment shall automatically stand terminated. In the event of termination of this allotment the Promoter shall refund the amount so received by the promoter

as advance / preferential booking amount to the Allottee within 7 days from the date on which this allotment stands terminated.

2. The Promoter shall be at liberty to allot the said Apartment (Shop/Office) to any third party, after the promoter has refunded the advanced amount to the allottee as provided under the above clause.

3. The Allottee will make available all documents, as may be just and necessary for the preparation, execution and registration of the Agreement to Sale.

4. The Allottee will make himself/herself/themselves available for registration of the documents as and when needed.

Thanking You

For **M/s. Matoshri Builders**

Authorized signatory

I accept the terms of the allotment

1) Sign.....
[ALLOTTEE]

2) Sign.....
[ALLOTTEE]

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

This Agreement made at.....this.....day of..... in the year Two Thousand and ..... between .....having address at.....hereinafter referred to as "the Promoter of the One Part and (.....) having address at ..... hereinafter referred to as " the Allottee" (.....) of the Other Part.

WHEREAS by an Agreement/Conveyance dated .....day of .....20..... and executed between ..... of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. ……. lying and being survey no. at ..... in the Registration sub-District of ..... admeasuring.....sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the ..... day of .....20..... made between ..... of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land bearing situate at ....., admeasuring.....sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. ..... per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement dated .....day of 20...../Power of Attorney dated ..... executed between Shri..... (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at..... in the Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND
(Also specify
(i) Any covenants affecting the said property.
(ii) Any impediments attached to the said property.
(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.
(iv) Details of illegal encroachment on the said property.
(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.
(vi) Details of mortgage or lien or charge on the said property.)
AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof)..... having_____(here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number on the _____floor, (herein after referred to as the said “Apartment”) in the_ wing of the Building called_____(herein after referred to as the said “Building”) being constructed in the_phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registe red 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/Power of Attorney the Promoter has sole and exclusive right to sell the 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 Apartments to receive the sale consideration in respect thereof;

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 Messrs.....
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 attorney at law or advocate of the Promoter, authenticated copies of Property card or 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 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 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 have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment 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 an Apartment No. ..... on .....floor in wing_____situated in the building No .....being constructed in the_____phase of the said Project,

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

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 Apartment 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, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said 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 (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, 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.....basement andground/ stilt, /..... podiums, and ..... upper floors on the project land inaccordance with the plans, designs and specifications as approved by the concernedlocal authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allotteein respect of variations or modifications which may adversely affect the Apartment ofthe Allottee except any alteration or addition required by any Government authoritiesor due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee Apartment No. ..... of the type ..... ofcarpet area admeasuring ..... sq. metres on ..... floor in the building_____/wing (hereinafter referred to as "the Apartment") as shown in the Floorplan thereof hereto annexed and marked Annexures C-1 and C-2 for the considerationof Rs. ..... including Rs. ..... being the proportionate price of thecommon areas and facilities appurtenant to the premises, the nature, extent anddescription of the common areas and facilities which are more particularly describedin the Second Schedule annexed herewith. (the price of the Apartment including theproportionate price of the common areas and facilities and parking spaces should beshown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee garage bearing Nos _____ situated at_____Basement and/or stilt and /or podium being constructed in thelayout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee covered parking spaces bearing Nos _ _ situated at__ __ Basement and/or stilt and /or _podium beingconstructed in the layout for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the apartment includinggarages/coveredparking spaces is thus Rs._____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs_____ (Rupees_____only) (not exceeding 10% of thetotal consideration) as advance payment or application fee and hereby agrees to pay tothat Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) tobe paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing inwhich the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) tobe paid to the Promoter on completion of the slabs including podiums and stiltsof the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration)to be paid to the Promoter on completion of the walls, internal plaster, flooringsdoors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration)to be paid to the Promoter on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to bepaid to the Promoter on completion of the external plumbing and externalplaster, elevation, terraces with waterproofing, of the building or wing in whichthe said Apartment is located..

vii. Amount of Rs...../-( ) (not exceeding 95% of the total consideration) tobe paid to the Promoter on completion of the lifts, water pumps, electricalfittings, electro, mechanical and environment requirements, entrance lobby/s,plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which thesaid Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over ofthe possession of the Apartment to the Allottee on or after receipt of occupancycertificate or completion certificate.

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

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equalinstalments payable by the Allottee by discounting such early payments @ % perannum for the period by which the respective instalment has been preponed. Theprovision for allowing rebate and such rate of rebate shall not be subject to anyrevision/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 Allotteeafter the construction of the Building is complete and the occupancy certificate isgranted by the competent authority, by furnishing details of the changes, if any, in thecarpet area, subject to a variation cap of three percent. The total price payable for thecarpet area shall be recalculated upon confirmation by the Promoter. If there is anyreduction in the carpet area within the defined limit then Promoter shall refund theexcess money paid byAllottee within forty-five days with annual interest at the ratespecified in the Rules, fromthe date when such an excess amount was paid by theAllottee. If there is any increase in the carpet area allotted to Allottee, the Promotershall demand additional amount from the Allottee as per the next milestone of thePayment Plan. All these monetary

adjustments shall be made at the same rate persquare meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall befurther subdivided into multiple instalments linked to number ofbasements/podiums/floors in case of multi-storied building /wing.

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 theconcerned local authority at the time of sanctioning the said plans or thereafter andshall,before handing over possession of the Apartment to the Allottee, obtain from theconcerned local authority occupancy and/or completion certificates in respect of theApartment.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide bythe time schedule for completing the project and handing over the [Apartment/Plot] tothe Allottee and the common areas to the association of the allottees after receiving theoccupancy certificate or the completion certificate or both, as the case may be.Similarly, the Allottee shall make timely payments of the instalment and other duespayable by him/her and meeting the other obligations under the Agreement subject tothe 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 inrespect of the project land is.....square meters only and Promoter hasplanned to utilize Floor Space Index of_____by availing of TDR or FSI availableon payment of premiums or FSI available as incentive FSI by implementing variousscheme as mentioned in the Development Control Regulation or based on expectationof increased FSI which may be available in future on modification to DevelopmentControlRegulations, which are applicable to the said Project. The Promoter hasdisclosed the Floor Space Index of_____as proposed to be utilized by him on theproject land in thesaid Project and Allottee has agreed to purchase the said Apartmentbased on theproposed construction and sale of apartments to be carried out by thePromoter byutilizing the proposed FSI and on the understanding that the declaredproposed FSI shall belong to Promoter only.

If the Promoter fails to abide by the time schedule for completing the project andhanding over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to theAllottee, who

does not intend to withdraw from the project, interest as specified in theRule, on all the amounts paid by the Allottee, for every month of delay, till thehanding over of the possession. The Allottee agrees to pay to the Promoter, interest asspecified in the Rule**,** on all the delayed payment which become due and payable bythe Allottee to the Promoter under the terms of this Agreement from the date the saidamount is payable by the allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, byRegistered Post AD at the address provided by the allottee and mail at the e-mailaddress provided by the Allottee, of his intention to terminate this Agreement and ofthe specific breach or breaches of terms and conditions in respect of which it isintended to terminate the Agreement. If the Allottee fails to rectify the breach orbreaches mentioned by the Promoter within the period of notice then at the end ofsuch notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promotershall refund to the Allottee (subject to adjustment and recovery of any agreedliquidated damages or any other amount which may be payable to Promoter) within aperiod of thirty days of the termination, the instalments of sale consideration of theApartment 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 amenitieslike one or more lifts with particular brand, or price range (if unbranded) to beprovided by the Promoter in the said building and the Apartment as are set out inAnnexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on orbefore..... day of .....20 If the Promoter fails or neglects to givepossession of the Apartment to the Allottee on account of reasons beyond his controland of his agents by the aforesaid date then the Promoter shall be liable on demand torefund to the Allottee the amounts already received by him in respect of the Apartmentwith interest at the same rate as may mentioned in the clause 4.1 herein above fromthe date the Promoter received the sum till the date the amounts and interest thereon isrepaid.

Provided that the Promoter shall be entitled to reasonable extension of time for givingdelivery of Apartment on the aforesaid date, if the completion of building in which theApartment 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 orcompetent authority/court.

Procedure for taking possession - The Promoter, upon obtaining the occupancycertificate from the competent authority and the payment made by the Allotteeas per the agreement shall offer in writing the possession of the[Apartment/Plot], 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 givepossession of the [Apartment/Plot] to the Allottee. The Promoter agrees andundertakes to indemnify the Allottee in case of failure of fulfilment of any of theprovisions, 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 tothe Allottee in writing within 7 days of receiving the occupancy certificate of theProject.

The Allottee shall take possession of the Apartment within 15 days of the written noticefrom the promotor to the Allottee intimating that the said Apartments are ready for useand occupancy:

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a writtenintimation from the Promoter as per clause 8.1, the Allottee shall take possession ofthe [Apartment/Plot] from the Promoter by executing necessary indemnities,undertakings and such other documentation as prescribed in this Agreement, and thePromoter shall give possession of the [Apartment/Plot] to the allottee. In case theAllottee fails to take possession within the time provided in clause 8.1 such Allotteeshall continue to be liable to pay maintenance charges as applicable.

If within a period of five years from the date of handing over the Apartment to theAllottee, the Allottee brings to the notice of the Promoter any structural defect in theApartment or the building in which the Apartment are situated or any defects onaccount of workmanship, quality or provision of service, then, wherever possible suchdefects shall be rectified by the Promoter at his own cost and in case it is not possibleto 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be usedonly for purpose of *residence/office/show-room/shop/godown for carrying on anyindustry or

business.(*strike of which is not applicable) He shall use the garage orparking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to beknown by such name as the Promoter may decide and for this purpose also from timeto time sign and execute the application for registration and/or membership and theother papers and documents necessary for the formation and registration of the Societyor Association or Limited Company and for becoming a member, including the byelawsof the proposed Society and duly fill in, sign and return to the Promoter withinseven days of the same being forwarded by the Promoter to the Allottee, so as toenable the Promoter to register the common organisation of Allottee. No objectionshall be taken by the Allottee if any, changes or modifications are made in the draftbye-laws, or the Memorandum and/or Articles of Association, as may be required bythe Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

The Promoter shall, within three months of registration of the Society or Associationor Limited Company, as aforesaid, cause to be transferred to the society or LimitedCompany all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Promoter and/or the owners in the said structure of the Building or wing inwhich the said Apartment is situated.

The Promoter shall, within three months of registration of the Federation/apex bodyofthe Societies or Limited Company, as aforesaid, cause to be transferred to theFederation/Apex body all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Promoter and/or the owners in the project land on which the building withmultiple wings or buildings are constructed.

Within 15 days after notice in writing is given by the Promoter to the Allottee that theApartment is ready for use and occupancy, the Allottee shall be liable to bear and paythe proportionate share (i.e. in proportion to the carpet area of the Apartment) ofoutgoings in respect of the project land and Building/s namely local taxes, betterментcharges or such other levies by the concerned local authority and/or Governmentwater charges, insurance, common lights, repairs and salaries of clerks bill collectors,chowkidars, sweepers and all other expenses necessary and incidental to themanagement and maintenance of the project land and building/s. Until the Society orLimited Company is formed and the said structure of the building/s or wings istransferred to it, the Allottee shall pay to the Promoter such proportionate share ofoutgoings as may be determined. The Allottee further agrees that till the Allottee'sshare is so determined the Allottee shall pay to the Promoter provisional monthlycontribution of Rs. ..... per month towards the outgoings. The amounts so paid bythe Allottee to the Promoter shall not carry any interest and remain with the Promoteruntil a conveyance/assignment of lease of the structure of the building or wing isexecuted in favour of the society or a limited company as aforesaid. On suchconveyance/assignment of

lease being executed for the structure of the building orwing the aforesaid deposits (less deduction provided for in this Agreement) shall bepaid 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 keepdeposited with the Promoter, the following amounts :-
(i) Rs. ..... for share money, application entrance fee of theSociety or Limited Company/Federation/ Apex body.
(ii) Rs. ..... for formation and registration of the Society or LimitedCompany/Federation/ Apex body.
(iii) Rs. ..... for proportionate share of taxes and othercharges/levies in respect of the Society or Limited Company/Federation/Apex body
(iv) Rs. ……for deposit towards provisional monthly contributiontowards outgoings of Society or Limited Company/Federation/ Apex body.
(v) Rs……. For Deposit towards Water, Electric, and other utilityand services connection charges &
(vi) Rs_____for deposits of electrical receiving and Sub Station providedin Layout

11. The Allottee shall pay to the Promoter a sum of Rs.....for meeting all legalcosts, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, orLimited Company, or Apex Body or Federation and for preparing its rules, regulationsand bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.

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

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; asdeclared in the title report annexed to this agreement and has therequisite rights to carry out development upon the project land and also has actual,physical and legal possession ofthe project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competentAuthorities to carry out development of the Project and shall obtain requisiteapprovals 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 disclosedin the title report;

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

v. All approvals, licenses and permits issued by the competent authorities withrespect to the Project, project land and said building/wing are valid and subsistingand 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 theProject, project land and said building/wing shall be obtained by following dueprocess of law and the Promoter has been and shall, at all times, remain to be incompliance 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 oromitted to perform any act or thing, whereby the right, title and interest of theAllottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or developmentagreement or any other agreement / arrangement with any person or party withrespect to the project land, including the Project and the said [Apartment/Plot] whichwill, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoeverfrom selling the said [Apartment/Plot]to the Allottee in the manner contemplated inthis Agreement;

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

x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e dgovernmental dues, rates, charges and taxes and other monies, levies, impositions,premiums, damages and/or penalties and other outgoings, whatsoever, payable withrespect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or anylegislative enactment, government ordinance, order, notification (including any noticeforacquisition or requisition of the said property) has been received or served uponthe Promoter in respect of the project land and/or the Project except those disclosed inthe title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoeverhands the Apartment may come, hereby covenants with the Promoter as follows :-
i. To maintain the Apartment at the Allottee's own cost in good and tenantablerepair and condition from the date that of possession of the Apartment is takenand shall not do or suffer to be done anything in or to the building in which theApartment is situated which may be against the rules, regulations or bye-lawsor change/alter or make addition in or to the building in which the Apartment issituated and the Apartment itself or any part thereof without the consent of thelocal authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustibleor dangerous nature or are so heavy as to damage the construction or structureof the building in which the Apartment is situated or storing of which goods isobjected to by the concerned local or other authority and shall take care whilecarrying heavy packages which may damage or likely to damage the staircases,common passages or any other structure of the building in which the Apartmentis situated, including entrances of the building in which the Apartment issituated and in case any damage is caused to the building in which theApartment is situated or the Apartment on account of negligence or default ofthe 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 Apartment andmaintain the Apartment in the same condition, state and order in which it wasdelivered by the Promoter to the Allottee and shall not do or suffer to be doneanything in or to the building in which the Apartment is situated or theApartment which may be contrary to the rules and regulations and bye-laws ofthe concerned local authority or other public authority. In the event of theAllottee committing any act in contravention of the above provision, theAllottee 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 Apartment or any part thereof,nor at any time make or cause to be made any addition or alteration ofwhatever nature in or to the Apartment or any part thereof, nor any alteration inthe elevation and outside colour scheme of the building in which the Apartmentis situated and shall keep the portion, sewers, drains and pipes in the Apartmentand the appurtenances thereto in good

tenantable repair and condition, and inparticular, so as to support shelter and protect the other parts of the building inwhich the Apartment is situated and shall not chisel or in any other mannercause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission ofthe 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 orvoidable any insurance of the project land and the building in which theApartment is situated or any part thereof or whereby any increased premiumshall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same tobe thrown from the said Apartment in the compound or any portion of theproject land and the building in which the Apartment is situated.vii. Pay to the Promoter within fifteen days of demand by the Promoter, his shareof security deposit demanded by the concerned local authority or Governmentor giving water, electricity or any other service connection to the building inwhich the Apartment is situated.

vii.To bear and pay increase in local taxes, water charges, insurance and suchother levies, if any, which are imposed by the concerned local authority and/orGovernment and/or other public authority, on account of change of user of theApartment by the Allottee for any purposes other than for purpose for which itis sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefitfactor of this Agreement or part with the possession of the Apartment until allthe dues payable by the Allottee to the Promoter under this Agreement are fullypaid up.

x. The Allottee shall observe and perform all the rules and regulations which theSociety or the Limited Company or Apex Body or Federation may adopt at itsinception and the additions, alterations or amendments thereof that may bemade from time to time for protection and maintenance of the said building andthe Apartments therein and for the observance and performance of the BuildingRules, Regulations and Bye-laws for the time being of the concerned localauthority and of Government and other public bodies. The Allottee shall alsoobserve and perform all the stipulations and conditions laid down by theSociety/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly andpunctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

x. Till a conveyance of the structure of the building in which Apartment issituated is executed in favour of Society/Limited Society, the Allottee shallpermit the Promoter and their surveyors and agents, with or without workmenand others, at all reasonable

times, to enter into and upon the said buildings orany part thereof to view and examine the state and condition thereof.

xi. Till a conveyance of the project land on which the building in which Apartmentis situated is executed in favour of Apex Body or Federation, the Allottee shallpermit the Promoter and their surveyors and agents, with or without workmenand others, at all reasonable times, to enter into and upon the project land orany 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 thePromoter from the Allottee as advance or deposit, sums received on account of theshare capital for the promotion of the Co-operative Society or association orCompany or towards the out goings, legal charges and shall utilize the amounts onlyfor 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 Apartments or of the said Plot andBuilding orany part thereof. The Allottee shall have no claim save and except in respect of theApartment 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 thesaid structure of the building is transferred to the Society/Limited Company or otherbody 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 chargeon the *[Apartment/] and if any such mortgage or charge is made or created thennotwithstanding anything contained in any other law for the time being in force, suchmortgage or charge shall not affect the right and interest of the Allottee who hastaken or agreed to take such [Apartment/plot].

18. BINDING EFFECT
Forwarding this Agreement to the Allottee by the Promoter does not create a bindingobligation on the part of the Promoter or the Allottee until, firstly, the Allottee signsand delivers this Agreement with all the schedules along with the payments due asstipulated in the Payment Plan within 30 (thirty) days from the date of receipt by theAllottee 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 executeand deliver to the Promoter this Agreement within 30 (thirty) days from the date of itsreceipt by the Allottee and/or appear before the Sub-Registrar for its registration asand when intimated by the Promoter, then the Promoter shall serve a notice to theAllottee for rectifying the

default, which if not rectified within 15 **(**fifteen**)** daysfrom the date of its receipt by the Allottee, application of the Allottee shall betreated as cancelled and all sums deposited by the Allottee in connection therewithincluding the booking amount shall be returned to the Allottee without any interest orcompensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entireAgreement between the Parties with respect to the subject matter hereof and supersedesany and all understandings, any other agreements, allotment letter, correspondences,arrangements whether written or oral, if any, between the Parties in regard to the saidapartment/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 allthe provisions contained herein and the obligations arising hereunder in respectof the Project shall equally be applicable to and enforceable against any subsequentAllottees of the [Apartment/Plot], in case of a transfer, as the said obligations goalong with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void orunenforceable under the Act or the Rules and Regulations made thereunder or underother applicable laws, such provisions of the Agreement shall be deemed amendedor deleted in so far as reasonably inconsistent with the purpose of this Agreementand to the extent necessary to conform to Act or the Rules and Regulations madethereunder or the applicable law, as the case may be, and the remaining provisionsof this Agreement shall remain valid and enforceable as applicable at the timeof execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make anypayment, in common with other Allottee(s) in Project, the same shall be inproportion to the carpet area of the [Apartment/Plot] to the total carpet area of allthe [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the othersuch instruments and take such other actions, in additions to the instruments andactions specifically provided for herein, as may be reasonably required in orderto effectuate the

provisions of this Agreement or of any transactioncontemplated herein or to confirm or perfect any right to be created ortransferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

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

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

Name of Allottee
(Allottee's Address)
Notified Email ID:_____

M/s Promoter name
(Promoter Address)
Notified Email ID:_____

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

28. JOINT ALLOTTEES

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

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

30. Dispute Resolution :- Any dispute between parties shall be settled amicably**.** Incase of failure to settled the dispute amicably, which shall be referred to the_____Authority as per the provisions of the Real Estate (Regulationand Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreementshall be construed and enforced in accordance with the laws of India for the timebeing in force and the_____courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred toDescription of the freehold/leasehold land and all other detailsSecond Schedule Above Referred toHere set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)
(1)

(2)

At on
in the presence of WITNESSES:

1. Name
Signature

_____

2. Name
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:
(1)
(Authorized Signatory) WITNESSES:
Name
Signature _____
Name
Signature
_____
Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THEGARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN
ALL FOUR DIRECTIONS

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE – A
Name of the Attorney at Law/Advocate,
Address :
Date :
No.
RE. :

Title Report
Details of the Title Report
The Schedule Above Referred to
(Description of property)
Place:
Dated …….day of ..... 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B
(Authenticated copies of Property Card or extract Village Forms VI or VII and XII orany other revenue record showing nature of the title of the Vendor/Lessor/OriginalOwner/Promoter to the project land).

ANNEXURE –C-1
(Authenticated copies of the plans of the Layout as approved by the concerned LocalAuthority)

ANNEXURE - C-2
(Authenticated copies of the plans of the Layout as proposed by the Promoter andaccording to which the construction of the buildings and open spaces are proposed tobe provided for on the said project)

ANNEXURE -D
(Authenticated copies of the plans and specifications of the Apartment agreed to bepurchased 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 RealEstate Regulatory Authority)Received of and from the Allottee above named the sum of Rupees ..... onexecution of this agreement towards Earnest Money Deposit or application feeI say received. The Promoter/s.