

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at and entered on ____day of _____ in the Christian Year Two Thousand and Twenty ____

BETWEEN

DAN KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Society Act, 1960 under Registration No. BOM/HSG No. 3927 dated 16th March 1973 having its registered office at Plot No. 308, 12th Road, Khar (West), Mumbai- 400 052 acting through the Mr. _____ Chairman, Mr. _____ Secretary and Mr. _____ Treasurer duly authorized vide Resolution passed in Special General Body Meeting dated _____, herein after Society referred to as “**THE PROMOTER**” [which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns] of the **ONE PART**

AND

_____, hereinafter referred to as the “**ALLOTTEE**” [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Firm, the survivor or survivors and the heirs, executors and administrators of last survivor] of the **OTHER PART**.

[The Promoter and the Allottee hereinafter are collectively referred to as “**the Parties**” and individually as “**Party**”]

WHEREAS:-

- A. By and under Deed of Conveyance dated 28th March 1973 duly stamped and registered with the Office of the Sub-Registrar of Assurances under Sr. No. BOM/S/118/1973 executed between Manilal J. Bhatt, therein referred to as Vendors, Kaysons Builders therein referred to as Confirming Party and Dan Kutir Co-operative Housing Society Limited, therein referred to as Purchasers being the Promoter herein, the Promoter as Owner became seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Plot No. 308 admeasuring 606 sq. yards equivalent to 506.6 sq. meters bearing CTS No. E/495 of Village Bandra situated at 12th Road, Khar West, Mumbai 400052 in the Registration District of Mumbai City and Sub-District of Mumbai Suburban [hereinafter referred to as the “**SAID PROPERTY**”] together with building known as Dan Kutir standing thereon [hereinafter referred to as “**SAID BUILDING**”] having total 10 residential flats and two closed garages and more particularly described in the **SCHEDULE** hereunder written. Pursuant to an application made on the basis of the registered Deed of Conveyance dated 28th March 1973 the name of the Promoter got mutated in Property Card vide Entry dated _____;
- B. The Promoter and its Members considering the dilapidated condition of the said building decided to redevelop the said property by demolition of the said building and for that purpose have, vide Resolution passed at the Annual General Body Meeting dated _____, appointed Niraj Kakad Construction Private Limited as the Developer and as per the terms and conditions mutually agreed vide Development Agreement and Power of Attorney both dated 8th October 2013 duly registered with the Sub-Registrar of Assurances under Sr. No. _____ and _____ granted and transferred development rights in favour of Niraj Kakad Construction Private Limited for undertaking re-development of the said property. Niraj Kakad Construction Private Limited got the plans of the proposed building sanctioned with FSI 1.33 under DC Regulation, 1991 under IOD No. CHE/WS/1205/H/337[New] dated 26th August 2015, which plans were subsequently proposed to be amended and approved by the Promoter and in terms thereof proposed building was proposed to be of Ground + Nine Upper Floors;

- C. There arose disputes and differences between the Promoter and Niraj Kakad Construction Private Limited on account of the failure of Niraj Kakad Construction Private Limited to proceed further with the implementation of the project, which disputes resulted into Promoter issuing Legal Notice dated 15th April 2016 for terminating the Development Agreement and Power of Attorney dated 8th October 2013 and Promoter filing Suit being Suit No. 609 of 2017 in the Hon'ble High Court of Judicature at Bombay for cancellation of the Development Agreement and Power of Attorney and for other incidental reliefs prayed therein. The Hon'ble Court vide its Order dated 19th December 2017, passed in Notice of Motion No. 1958 of 2017, was pleased to allow and permit the Promoter to carry out the re-development of the said property through any other Developer. Subsequent the passing of the Order, Niraj Kakad Construction Private Limited also filed a Counter Suit being Suit No. 488 of 2019 in the Hon'ble High Court of Judicature at Bombay for seeking compensation and damages against the Promoter;
- D. Upon passing of the aforesaid Order dated 19th December 2017 and liberty granted to the Promoter to proceed with the development of the said property through any other developer, the Promoter and its Members unanimously decided to re-develop the said property through Self -Redevelopment Model and for that purpose invited offers from various interested Developers vide Public Notice dated 8th October 2020. After detailed discussion and deliberation the Promoter and its Members decided to undertake the re-development of the said property on Self-Redevelopment Model. In response to the Public Notice, the Promoter received Offer Letter dated 20th October 2020 from Rishabraj Estate Developers Private Limited for acting as Development Manager / Project Management Consultant for implementation of the said Self-Redevelopment Project. The Promoter and its Members after detailed discussion accepted the said Offer submitted and vide Resolution passed in Special General Body Meeting dated 23rd November 2020 appointed Rishabraj Estate Developers Private Limited as the Development Manager and Project Management Consultant for facilitating the Self -Redevelopment of the said property;
- E. With the intervention of Rishabraj Estate Developers Private Limited, the disputes and differences between the Society and Niraj Kakad Construction Private Limited came to be amicably resolved and the settlement came to be recorded vide Consent Terms dated 22nd December 2020 in terms whereof, Niraj Kakad Construction Private Limited accepted termination of the Development Agreement and Power of Attorney both dated 8th

October 2013 and withdrew all the claims and demands against the Promoter. Further, in consideration of the Promoter allotting one Flat bearing No. 101 on the First Floor and 1 car parking on the proposed building in full and final settlement, Niraj Kakad Construction Private Limited transferred and assigned benefits of existing plans, TDR, premiums etc., paid till the date of Consent Terms to the Promoter so as to facilitate the Promoter to avail the benefit of the various permission and sanctions for undertaking self-redevelopment of the said property.

- F. Vide Consent Terms dated 22nd December 2020 the Promoter confirmed the appointment of the Rishabraj Estate Developers Private Limited as the Development Manager for undertaking the re-development of the said property in consideration of Rishabraj Estate Developers Private Limited discharging each and every obligation in connection with the self-redevelopment of the said property.. Consequently, the Counter Suit No. 488 of 2019 is also withdrawn vide Order dated _____ passed by the Hon'ble High Court, thereby putting end to all pending litigations;
- G. By Deed of Cancellation dated 22nd December 2020 executed between the Promoter and Niraj Kakad Construction Private Limited and duly registered with the Sub-Registrar of Assurances under Sr. No. _____, the said Development Agreement dated 8th October 2013 and Power of Attorney dated 8th October 2013 recited above are duly terminated, revoked and cancelled for consideration and on terms and conditions therein recorded. Simultaneously, by Development Management Agreement dated 22nd December 2020 executed between the Promoter and Rishabraj Estate Developers Private Limited and duly registered with the Sub-Registrar of Assurances under Sr. No. _____, the Promoter appointed Rishabraj Estate Developers Private Limited as the Development Manager / Project Management Consultant for undertaking Self Re-development of the property subject to the terms and conditions therein recorded;
- H. The Promoter, now through Development Manager Rishabraj Estate Developers Private Limited, is undertaking the Self - Redevelopment of the property as per the Revised Plans and in terms thereof the proposed building is comprising of Ground + 9 Upper Floors by utilizing and consuming the entire primary Floor Space Index (FSI) of said property, FSI that may become available on demolition of the existing structure, availing benefit of Fungible FSI by payment of premium and loading of additional FSI by way of Transferable Development Rights (TDR) on the said property including consuming the FSI that may be available free of all premiums in respect of the staircase, open spaces, passages, niches

etc., as also by utilizing all the benefits directly and/or indirectly attached to the said property in the form of Set- Back FSI, if any, that may become available on the said property to the maximum extent possible that may be permissible as per Regulation 33(7)(B) or such other Scheme/ Regulations as sanctioned under the provisions of the Development Control and Promotion Regulation, 2034 sanctioned by Government of Maharashtra vide Notification bearing Ref. No. TPB-4317/629/ CR-118/2017/DP/UD-11 dated 8th May 2018 or such further or other policy / Notification as may be sanctioned by the Government from time to time, which enables the Promoter to claim the benefit of incentive FSI permissible while construction of saleable component in light of prevailing T4 policy dated 09.07.2019 issued by MCGM;

- I. The Self-Redevelopment of the said Building on the said property presently known as “Dan Kutir” and hereafter proposed to be named as “**52, Park Avenue**” is proposed as a “**Real Estate Project**” by the Society as Promoter and the Society has informed the Allottee that the same shall be registered as the “Real Estate Project” with the Real Estate Regulatory Authority (“**Authority**”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). The Promoter has informed the Allottee that the Promoter is yet to get the said project registered under the provisions of RERA and that the Promoter is in the process of making an application and getting a Registration Number for the Project from Authorities and obtaining “**RERA Certificate**”. The Certificate of the Registration will be available after the Registration of the Real Estate Project and the Allottee can thereafter refer the same and other documents uploaded by the Promoter on the Website of the Authority as required by RERA and the Rules framed thereunder;
- J. The principal and the material aspects of the development of the Real Estate Project, are briefly stated below: -
 - (i) The proposed building shall be a single multistoried building comprising of Rehab Component to be allotted to reaccommodate Members of the Promoter and meeting commitment of Promoter to settle the aforesaid claims and Saleable Component which is agreed to be entirely sold to Allottee;

- (ii) The said Building inter-alia comprises of Ground plus Nine Upper Floors as per the plans and approvals already approved and sanctioned by the Municipal Corporation;
- (iii) The nature of development of the said property would constitute residential user or such user as permissible under the law;
- (iv) As per the plans the Total F.S.I. of _____ sq. meters is to be utilized and consumed for development of the proposed building. The Promoter proposes to eventually consume such further and additional F.S.I. as may be permissible on account of any change in policy, DCP Regulations, Circular, Notification etc., as applicable to the said property. Such additional F.S.I. if likely to become available to the Promoter, shall be utilized by the Promoter for construction of additional Flats/ Premises / Floors as the case may be over and above the sanctioned floors by the Municipal Corporation;
- (v) The Promoter for the purpose of complying with the terms, conditions, stipulations and restrictions as may be imposed by the Municipal Corporation for obtaining Occupation Certificate in respect of the said building and for facilitating the utilization, consumption and exploitation of the entire F.S.I. Potential on the said property that shall become available from time to time on account of change, modification and alteration in Building Rules and Regulations/ Development Control Regulation in force from time to time including by way of loading of TDR and Fungible F.S.I. be fully and absolutely entitled to alter and/or amend and/or modify the plans and specifications in respect of the proposed building in the manner as may be approved by the concerned authorities and the Allottee hereby accords his consent, no objection and confirmation in favour of the Promoter in that regards and further agrees to extend all co-operation required by the Promoter;
- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in Annexure hereto;
- (vii) The detail provision for handing over the charge and management to the Society already into existence upon completion of the entire redevelopment of the said property with respect to the Real Estate Project are more particularly stated herein below;

- (viii) All premises remaining after making provision for members and other claims including parking shall be the Saleable Component of the Project [**“SALEABLE COMPONENT”**], which shall be available for the same being sold to the Allottee. Such Agreement in favour of Allottee is on principal-to-principal basis and that Society shall be bound to accept and admit Allottee as its Member as part of the contractual obligation referred above.

The above details along with annexure to the RERA Certificate and further aspects of the proposed future and further development of the said property shall be available for inspection on the Official Website of RERA Authorities at <http://maharera.mahaonline.gov.in> on the same being uploaded by the Promoter (**“Proposed Development of the said property”**)

- K. The Promoter have appointed _____ as the Architects of the project and _____ as the Structural Engineer for the preparation of the structural design and drawings of the building and have availed of their services and professional supervision till the completion of proposed building and with them the Promoter have entered into Standard Agreement as prescribed;
- L. The Allottee hereby agrees to take and acquire and the Promoter hereby agrees to allot and transfer to the Allottee Flat No. ____ admeasuring ____ sq. ft. RERA Carpet Area equivalent to about ____ Sq. Mts. on the ____ Floor of the proposed Building to be known as **“DAN KUTIR”** with Amenities as specified in Annexure “IV” for consideration and on terms and conditions hereunder recorded (hereinafter referred to as the **“SAID PREMISES”**). The said premises form part of the free sale component which the Promoter are fully entitled to sale and transfer to the Allottee. The Floor Plan of the said Premises which is agreed to be allotted and sold to the Allottee is attached as **ANNEXURE “I”** and the Amenities and Facilities to be provided therein including common areas and amenities are set out in **ANNEXURE “II”**;
- M. On demand of the Allottee, the Promoter has given inspection to the Allottee of all the documents relating to the proposed development of the said property, the plans, designs and specifications prepared by Architect and of such other documents as are required to be disclosed under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder, including inter-alia of the following: -

- (i) All approvals and sanctions issued by the Competent Authorities for the development of the said Real Estate Project including I.O.D. bearing Ref. No. _____ Layout Plans, Building Plans, Floor Plans, NOC, etc., and such other documents as required under Section 11 of RERA. A copy I.O.D. is annexed as ANNEXURE "III";
 - (ii) All title documents viz., Conveyance, Consent Terms, Deed of Cancellation, Development Management agreement etc., by which the Promoter are entitled to redevelop the said property more particularly described in the Schedule hereunder written;
 - (iii) Title Certificate dated _____ issued by _____, Advocate inter alia certifying that the title of the Promoter is clear and marketable and that the Promoter is absolutely entitled to redevelop the said property. A copy of the Title Certificate is annexed and marked as ANNEXURE "IV";
 - (iv) The authentic copies of the Property Card, Village form VI and VII and XII showing the nature of the title of the Promoter to the said property on which the Real Estate Project is to be implemented have been annexed and marked as ANNEXURE "V", "VI" and "VIII".
- N. The Allottee prior to the execution of this Agreement has obtained independent legal advice with respect to the Agreement and the transaction contemplated herein with respect of the said premises, made inquiries there on and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the same being clear and marketable, (ii) the approvals and permission (including IOD and CC) obtained till date, and (iii) the Promoter' entitlement to develop the Real Estate Project and construct the said building on the said property as per applicable law and sell the premises therein. Accordingly, the Allottee has entered into this Agreement with full knowledge of all terms, conditions and stipulations as contained in the documents, papers, plans, orders, schemes, etc., recited and referred to hereinabove and those contained herein and agree not to raise any requisitions or objections in that regard including entitlement of the Promoter to deal with and dispose of the said premises;
- O. The Carpet Area of the said premises is _____ sq. meter equivalent to _____ sq. ft. RERA carpet area or thereabouts as

defined in Section 2(k) of the Real Estate (Regulation and Development) Act, 2016;

- P. 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 agree to sell and the Allottee/s hereby agrees to purchase the said Premises at or for an agreed lumpsum aggregate consideration of **Rs. _____/- (Rupees _____ only)** (hereinafter referred to as **“the Sale Consideration”**).
- Q. Prior to the execution of this Agreement to Sell, the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ only)** (the payment and receipt whereof the Developer do hereby admit and acknowledges).
- R. The PAN Numbers of the parties hereto are as follows:-

<u>NAME OF THE PARTY</u>	<u>PAN NUMBER</u>
--------------------------	-------------------

DAN KUTIR CO-OPERATIVE SOCIETY LIMITED	
--	--

- S. In due compliance of provisions of RERA Act the Promoter are executing these presents in respect of the said premises agreed to be sold to the Allottee.

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

1. All the statements and representations made in the Recitals recited above shall form an integral part of the operative clauses of these presents.
2. The Allottee is aware that in terms of the powers, authorities and rights vested in favour of the Promoter, the Promoter are constructing a multistoried building comprising of Ground + Nine Upper Floors Residential to be known as **“DAN KUTIR” (“THE SAID BUILDING”)** on Self-Redevelopment Model by utilizing and consuming the entire F.S.I. i.e. F.S.I. of the said property, F.S.I. that become available from demolition of old building, F.S.I. that may be available in the form of loading of Fungible F.S.I., and further premium F.S.I. that may be availed of by making payment of premium to the Municipal Authorities.

3. The Allottee doth hereby records and gives his irrevocable consent, power, authority and confirmation to the Promoter to construct additional floors over and above Nine Floors that would become permissible on account of additional F.S.I. / benefit of T.D.R./ Fungible F.S.I. likely to be generated/ available on the said property and the Scheme under which the said project is being implemented and property being developed on account of change, modification and amendment in law, D.C. Regulations, Policies etc., and for this purpose and availing such benefits the Promoter is fully entitled to amend/ modify/ make alteration in the plans, designs, specifications etc., for such additional constructions being approved by the Concerned Authority. The Promoter shall be entitled to make additional construction on the said Building, vertically and/or horizontally and/or on any the portion of the said property and sell/allot or otherwise howsoever deal with and dispose of such additional premises and for that purpose shall be entitled to add alter modify and amend the building plans of the building without affecting adversely affecting the area of the said premises agreed to be sold to Allottee.
4. The Allottee agrees and undertakes not to raise any objection against the Promoter making such additional construction on any grounds whatsoever and agrees to extend all facilities and co-operation to the Promoter in this regard for making such additional construction, alterations and modifications even after entering into occupation of the said premises. The Allottee shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the grounds of the Promoter making additional construction or seek cancellation of this Agreement. The Allottee shall not either directly or indirectly do any acts or deeds whereby the Promoter are prevented or obstructed from putting any additional construction and/or altering the plans.
5. The Allottee/s shall pay to the Promoter the sum of **Rs. _____/- (Rupees _____ only)** as the purchase price in respect of the said premises. The said purchase price shall be paid by the Allottee/s to the Promoter as per the installments as under: -
- a. **Rs. _____/- (Rupees _____ only)** on or before the execution of these presents, the receipt whereof the Promoters hereby do and doth admit and acknowledge;
 - b. The Purchasers Shall deduct a sum equivalent to 1% of the consideration amount towards TDS amounting to **Rs. _____/- (Rupees _____ only)** and after depositing the amount with the Government

treasury shall forthwith handover the FORM 26QB to the Promoter to that effect. This Form 26QB will be treated as an integral part of payment towards the proceeds for the sale/purchase of the Flat.

- c. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 1st Slab.
- d. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 2nd Slab
- e. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 3rd Slab.
- f. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 4th Slab
- g. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 5th Slab
- h. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 6th Slab
- i. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 7th Slab;
- j. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 8th Slab;
- k. Rs. _____/- (Rupees _____ Only) Only being payment on completion of 9th Slab;
- l. Rs. _____/- (Rupees _____ Only) Only being payment on completion of RCC works.
- m. Rs. _____/- (Rupees _____ Only) Only being payment on completion of Finishing works.
- n. Rs. _____/- (Rupees _____ Only) Only being payment at the time of handing over possession of the Said Flat.

6. The Promoter has agreed to allot and transfer to the Allottee ____ Car Parking Spaces incidental to the said premises [**“Car Parking Spaces”**]. The Parking space that would be so allotted to the Allottee by Committee shall be co-extensive and co-terminus with the allotment of the said premises. The Allottee shall not be entitled to make independent claims separate to the said premises in respect of such allotment and the Allottee shall not be entitled to deal with allotment/ parking space independent of and separately of the premises. The parking space allotted to the Allottee shall be used for parking vehicles of the Allottee only and for no other purpose including permitting parking of outside vehicle in such space allotted to the Allottee. The Allottee shall be obliged to pay the amounts of parking charges and/or

maintenance charges determined by the Promoter and/or Society as the case may be. All obligations and restrictions as applicable to the user of the said premises shall also apply to the user of the parking space.

7. The Allottee agrees and undertakes to comply with all the terms and conditions of any order, schemes, permissions, specification etc., that may have sanctioned and imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits, whether refundable or not.
8. The Allottee doth hereby agrees, confirms, declares and covenants with the Promoter as under: -
 - A. The Promoter is in the process of entering into an Agreements with Allottee for allotment, sale and transfer of the said premises in the proposed building, subject to such modifications as necessary, with a view that ultimately the Allottee and /or its nominees as Purchaser of the said premises in the Proposed Building shall be admitted as Member of the Promoter Society in existence as of date;
 - B. The Promoter is already the Owner of the said property and as there shall not be any requirement or necessity for executing any Conveyance or Vesting Document in respect of the said property on completion of the construction of the new building;
 - C. At all times the Promoter shall be completely and absolutely entitled to utilize and consume the entire F.S.I. that may be available in respect of the said property or any part thereof whether at present or in future including the additional F.S.I. that may become available from time to time on account of any special concession, modification of rules and regulations, change in policy or otherwise. Under no circumstance will the Allottee, Ad-hoc Committee or the Committee of the Society will be entitled to make any claims or demand right to use or consume such additional F.S.I. and benefits. The Promoter alone shall be entitled to such additional F.S.I. or benefit and shall have a right and liberty to use, consume and load in any manner the Promoter in its sole discretion deems fit and proper.;
 - D. The Allottee shall never claim any exclusive right, entitlement and authority to use and enjoy the common benefits and amenities like R.G., internal road, approach road, water tanks, electricity sub-station, if any installed,

underground water tanks etc., which shall be common for the enjoyment and benefit of all the flat/shop/office Allottee of the building and the Society and its Members, as the case may be;

- E. The Allottee shall indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the non-observance and non-performance of such stipulations and restrictions;
- F. The Promoter shall have unfettered right to the full, free and complete means of access at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect the drains, pipes, cables, etc. under, over or along the land appurtenant to the said Building as also to store materials, construct site office, hutments and other facilities, putting up further construction and use all amenities and facilities for such further construction;
- G. To bear and pay any increment in the price of building material, labor and other escalations as may be decided by the Promoter whose decision shall be final and binding on the Allottee. Such increment in the pricing shall not be disputed by the Allottee and the same shall be paid and discharged by the Allottee before taking the possession of the said premises;
- H. For all or any of the purposes mentioned above or under this Agreement to keep and/or store any construction material on the said property or part thereof and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all acts deeds matters and things as may be necessary. In such event the Allottee shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or prescription of any nature whatsoever;
- I. To execute, if any further or otherwise writings, documents, consents, etc. as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto;
- J. To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Allottee,

which the Promoter in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement;

- K. To co-operate with the Promoter to complete the construction peacefully and also not to challenge the plans, approvals and sanctions that have been granted by the Planning Authorities and the Municipal Corporation in respect of the new building;
 - L. The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises are handed over to the Allottee;
 - M. The signage of the Promoter and Development Manager in the form of logo, their trade name etc., installed and subscribed by the Promoter at any conspicuous space of the said building and in the said property shall be maintained by the Allottee, Committee and the Society of which the Allottee shall be a member and the same shall never be removed, tampered and distorted in any manner whatsoever. At all times, the said signage shall remain and continue to be part of the said new building and the said property and in the event of any refurbishing being done of the said building or property, it shall be ensured that the said signage shall be re-installed and re-subscribed.
9. The Promoter to the extent possible endeavor to offer the possession of the said Premises to the Allottee on or before _____ PROVIDED THAT the Promoter shall always be entitled to reasonable extension of time for delivery of the said Premises on the aforesaid date in case of any delay caused for reasons and situations not attributable to the Promoter and in particular delay caused on account of non-issuance of the requisite permissions and sanctions as also amendment in the plans and specification, change in policy etc., and other reasons which hampers the construction process in any manner whatsoever including non-receipt or inordinate delay in receiving payment of the installments from the Allottee herein and/or Allottee of other Premises in the said Building and in particular or situations like Act of God viz.:-
- i. Non-availability of steel, Cement, building and construction materials, water or electric supply, etc.;
 - ii. War, Civil commotion, act of God, force majeure or reasons beyond control of the Promoter, including strikes by the

workers, employees or laborers of the Promoter, the contractors, the suppliers or due to disturbance/hindrance in work/site by any anti-social elements;

- iii. Any notice, order, any stay orders from any authorities, courts, and/or any amendments in the rules and regulations or the prevailing applicable law, change in rules, notifications of the Government and/or other public or competent authority;
- iv. Any other cause that may be deemed reasonable by the Real Estate Regulatory Authority under Section 20 of the RERA.

If the Promoter fail to offer possession of the said Premises to the Allottee on account of reasons as specified above then the Promoter shall not be liable for delay in handing over the possession of the premises as the default being due to the reasons beyond the control of the Promoter and for reasons not attributable to the Promoter.

- 10. After the construction of the structure of the said building is completed by the Promoter and pending the completion of the finishing work in respect of the said premises and pending receipt of the Occupation Certificate from the concerned authorities, the Promoter at the request of the Allottee may give the possession of the said premises at the costs, charges and expenses of the Allottee for the limited purpose of carrying out and completing the internal work in respect of the said premises. It is specifically agreed that in such situation, since the Occupation Certificate would not have been obtained and issued by the authorities, the Promoter shall not be held responsible to provide and make available the light and lift in working conditions and water into the said premises. It is made absolutely clear that the Allottee shall not be entitled to carry out any internal modification and structural changes of permanent nature on any account whatsoever. If on account of any unauthorized and illegal changes and modifications done by the Allottee into the said premises, the Promoter are not in a position to obtain the Occupation Certificate, the Promoter shall not be responsible and liable for not obtaining Occupation Certificate in respect of the said building. In such event to facilitate the obtaining of the Occupation Certificate, the Allottee shall be responsible and liable to restore the premises in its original conditions as per the sanctioned plans at its own costs, charges and expenses and if any liability and/or penalty is levied by the concerned authorities in respect of such unauthorized changes, alterations and modifications including unauthorized occupation and possession of the said premises, the Allottee shall be liable to pay the same

without holding the Promoter responsible and liable for the same. Any additional taxes, levy, cess, increased water charges, increased assessment tax etc., which may be imposed by Municipal Authorities on account of such unauthorized occupation pending Occupation Certificate shall be borne by the Allottee.

11. The Allottee is aware that the possession of the said premises shall only be handed over by the Promoter upon issuance of the Occupation Certificate being issued by the Municipal Authorities. If there is any breach and violation of this Agreement or any unauthorized work being carried out by the Allottee in the said premises comes to the notice of the Promoter, & if there is any damage caused to the said premises and/or the structure of the said building, the Promoter shall be absolved of the defect liability period and obligation running on account thereof and such defects shall be rectified at the cost, charges and expenses of the Allottee without raising any dispute in respect thereof.
12. In the event of the Allottee taking possession of the said premises before the issuance of the Occupation Certificate for the reasons and purposes aforesaid, the Allottee alone shall become liable to pay and discharge the maintenance charges and other outgoings in respect of the said premises as may be applicable and determined by the Promoter. Further, from the date of taking possession of the said premises, the Allottee shall also be liable to pay property/ assessment tax as levied by the Municipal Corporation.
13. The Allottee shall take possession or keys of the said Premises within 10 (Ten) days of the Promoter giving written notice to the Allottee intimating that the said Premises is ready for use and occupation. Upon expiration of such period of 10 (Ten) days all the payments in respect of maintenance charges and other taxes and outgoings in respect of the said Premises shall become payable, irrespective of the fact that the Allottee has taken the possession or keys of the said Premises or not.
14. The Allottee shall use the said premises for residential purposes, for which the same has been sanctioned and approved by the Municipal Corporation and shall not use the same for any other purposes whatsoever.
15. The Allottee agrees and undertakes to timely sign and execute all necessary papers, documents, applications as may be required and to do all acts and deeds for becoming a member of the Society including signing of bye-laws of the Society. The Allottee shall not

raise any objection if any changes or modifications are made in the Model Bye-Laws as may be required by the Registrar of Co-operative Societies. The Allottee hereby gives the authority to the Promoter to sign all or any of the documents and/or to do all acts, deeds, things and matters envisaged above or under these presents.

16. The Allottee shall be obliged to ensure that the provisions of this Agreement and all other documents and writings entered or to be entered into by the Promoter with the Allottee shall be fully acted upon and given full effect.
17. Upon the management of the said building is handed over to the Co-operative Society, Co-operative Society shall be responsible to look after all the affairs of the said building, the Promoter as Society shall be responsible for collection of all dues from its members and for the disbursement of such collections towards payments of all outgoings including ground rent, if any, Municipal Taxes, water charges, salaries of the employees charged with the duties for the maintenance of the said property and the said new building, towards the security of the said building to the intent that the said building shall be kept free from all claims, attachments and sales or other legal encumbrances, charges and liens.
18. The Allottee shall bear and pay proportionate expenses, assessments by appropriate authority, Levies, Taxes, Maintenance and other charges in respect of the said property as may be determined by the Promoter, Committee of the Co-operative Society, as the case may be, and their decision as regards the quantum of proportionate expenses coming to the share of Allottee shall be final and binding upon him.
19. The Allottee of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Municipal Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoter. The Allottee shall continue to pay such amounts as decided and intimated by the Promoter without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof PROVIDED HOWEVER that, if special taxes and/or rates are demanded by the Corporation or any other authority by reason of any permitted use, change of use or otherwise the Allottee alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the

Allottee shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage in respect thereof.

20. The Allottee is fully aware that the Allottee shall be liable to make the payment of the Good and Service Tax, Service Tax, M-VAT, etc., at the time of executing these presents and accordingly the Allottee shall be solely and absolutely liable to make the payment of such Good and Service Tax, Service Taxes, MVAT, and other charges incidental thereof without holding the Promoter in any manner responsible for the same. Further the Allottee shall also be liable to make the payment of all future taxes, levy, penalty etc., including, penalty, cess, interest payable on delayed payment as may be applicable and payable in connection with the said premises and present transaction. It is further agreed by and between the parties that if by reason of any amendment to the Constitution or enactment or amendment or any other law this transaction is held to be liable to any additional taxes such as Goods and Service Tax Sales Tax, Turnover Tax, Surcharge, Vat Tax, any surcharge etc., the same shall be payable by the Allottee to the Promoter forthwith on demand and the Promoter shall not be responsible and liable for the same. The Allottee shall at all time hereafter keep the Promoter indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provisions of the law and further the Allottee undertakes to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee.
21. From the date of the Allottee taking possession of the said premises, whether temporary or permanent, whichever is earlier, the Allottee will be liable and pay regularly to the Promoter (a) the proportionate share of the Allottee of the Municipal Assessment Tax of the said property, all rates and taxes, whether any or all tenements of the said Building shall have been actually assessed or not or even if the assessment may not have been finally determined, (b) the share of the Allottee in all other dues, duties, impositions, outgoings and burden of any nature, at any time hereafter assessed or imposed upon towards the said property and Building or upon the owners or occupiers of the premises thereof including of the entire property by any authority including the Municipality Government Revenue Authority in respect of the said Building or the users thereof and payable either by the Promoter or occupiers and (c) the proportionate share of all other outgoings in respect of the said premises or said Building and said

property including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, color washing, repairs, water statutory out charges, in the event of water being charged on the basis of meter by the Municipality, Salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc., as also maintenance of contract of lift, Fire Fighting System, Water Pumps, etc.) all other expenses necessary and incidental to the said Building and the said Property including the management and as applicable, and towards the general maintenance of the said new building. Until the Co-operative Society takes over the management of the said building, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. In the event the Allottee fails to make such payments due and payable, the Promoter shall hold the Allottee for payment of such outstanding amounts by the Allottee towards his proportionate share of outgoings as stated above and the same will be liable to be recovered with interest thereon at the rate of 21% from the date of the same becoming due and payable till payment and realization.

22. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts: -

i) Rs. _____/- (Rupees _____ only) for proportionate share of taxes and other outgoings for ____ months.

In case there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter his proportionate share to make up such deficit.

23. Hereinafter, if any charges are levied by or payment required to be made to any Government Authorities or local bodies either on the said property or Building or otherwise, the Allottee on being called upon to do so by the Promoter, pay to the Promoter his proportionate share thereof before or at the time of taking possession of the said Premises as may be required or demanded by the Promoter.

24. The Allottee hereby declare, confirm as follows: -

i. To maintain and carry out all internal repairs of the said Premises at the Allottee's own cost and keep the said Premises in good tenantable repair and same condition, state and order in which it was delivered by the Promoter to the Allottee from the date the possession of the said Premises is taken and shall not do or suffer to be done

anything in or to the said Premises and the said Building in which the said Premises is situated, its staircases, elevators or any passages, lobbies, etc. which may be against the rules/regulations or bye-laws of concerned local or any other authority or the said Society nor change/alter or make addition in or to the Building in which the said Premises is situated and the said Premises itself or any part thereof. In the event the Allottee's 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 and/or the said Society;

- ii. Not to commit any breach or violation of any of the stipulations specified by the Municipal Corporation while issuing I.O.D., C.C. and the Occupation Certificate of the said building. Further, the Allottee shall strictly adhere to the Guidelines that have been issued by Municipal Corporation for the Citizen regarding the Management of the Solid Waste according to which the Allottee shall be responsible to identify and segregate the wet garbage and dry garbage that may be generated in the said premises and accordingly dispose of the same so effective management of solid waste. Further, the Allottee strictly adhere to the said Guidelines according to which the entire waste that is so generated and collected from each of the premises of building shall be treated/ disposed of on the said property or in such manner as notified by the Municipal Corporation in that regard;
- iii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to cause damage to the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages to upper floor/s which may damage or likely to cause damage to the staircases, lifts, common passages, lobbies or any other structure of the said Building in which the said Premises is situated including entrances of the said Building in which the said Premises is situated and incase any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be solely liable for the consequences of the breach;

- iv. Not to demolish or cause to be demolished the said Premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Premises or any part thereof nor any alteration in the elevation and outside color scheme of the said Building in which the said Premises is situated and to keep the land, sewers, drains, pipes in the said Building or the Premises and appurtenances thereof in good tenable condition and in particular so as to support shelter and protect the other parts of the said Building in which the said Premises is situated shall not chisel or in any other manner damage the columns, beams, walls, slabs, or RCC parts or other structural members in the said Building or said Premises without prior written permission of the Promoter and/or the Society;
- v. That the Allottee shall not be entitled to encroach upon the Open Passages in front of the Flat and/or use such passages for storing of any materials/belongings or such other substances or in any manner obstruct the use thereof. Further, the Flat shall not encroach upon or cover the areas provided by the Promoter in the form of niche, Flower Bed, Duct, Void Areas approved and sanctioned as per the plans sanctioned by the Corporation and under no circumstances shall carry out any additions, modifications or alterations either of temporary or permanent nature at any given point of time;
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said lands and the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance and the said Premises alone shall be liable for the breach thereof in case of non-compliance of this clause. However, it is clarified that this does not cast any obligation upon the Promoter to insure the said Building or the said Premises agreed to be sold to the Allottee;
- vii. To permit and not object to paint the said building every five years from the date of possession;
- viii. To permit and not object to perform a Structural Audit as per the latest bye-laws of the Society and as per the norms prescribed by the Authority and according to the period specified from the date of possession thereof;

- ix. To pay to the Promoter regularly whether demanded by the Promoter or not his share of security deposit or any deposit as demanded or as required to be given to the concerned local authority or Government for giving water, electricity, sewer clearance, cooking gas or any other service connection to the said Premises or the said Building in which the said Premises is situated;
- x. Not to install water tank within the said Premises and even as far possible the Air Conditioning Installation and fittings shall be installed at the place and location specified by the Promoter;
- xi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building in which the said Premises is situated;
- xii. Not to put up any Flower Pots on the Window Grill and put up any other belonging and articles onto the Windows and Grills provided by the Promoter in the proposed flats and also put up chajja/covering over the Floor Surface of the proposed premises/shop/office and carry out any furniture and fixture work in the such spaces between the outside wall and such Grill Area;
- xiii. Not to keep anything in the common passages, lobbies, staircases, lifts, terraces, walls or any other common places and not to hang any sign boards, hoardings, name boards etc., in the passages or on the inner or outer wall/s of the said Building. The Promoter or Society shall throw away such things without any notice if anything is found in breach of this provision;
- xiv. 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, including on account of change of user of the said Premises by the Allottee viz., user for any purpose other than for the permissible purpose;
- xv. The Allottee shall observe and perform all the rules and regulations, which the said Society may adopt at its inception and the additions, alterations or amendments in the said rules and regulations thereof that may be made from time to time for protection and maintenance of the said

Building and the Premises therein and for the observance and performance of the rules, regulations and bye-laws for the time being, of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all stipulations and conditions laid down by the said Society regarding the occupation and the use of the said Premises in the said Building and in regard to use of infrastructure facilities and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement or Bye Laws of the said Society;

- xvi. To use passenger-lift in the said Building in which the said Premises/ shop is situated as per the rules framed by the lift manufacturer or the person who has installed the lifts. All persons using lift/s shall do so at their own risk. The Allottee or his agents or employees or successors or family members shall not do any damage of any nature whatsoever to the lifts, staircases, common passages or any other parts of the said Building;
 - xvii. The Allottee will immediately on the receipt of possession of the said Premises at his own costs and expenses get the said Premises properly insured for Natural Calamities such as earthquake, storm, flood, etc. and also against theft burglary and fire;
 - xviii. To Maintain Fire Fighting Equipment's which are already installed.
25. The Allottee hereby confirms, declares and covenants with the Promoter that the Allottee has agreed to purchase the said premises after being fully satisfied with regards the plans and development that is undertaken on the said property and the amenities that are agreed to be provided by the Promoter and in specific agrees, undertakes and covenants that in due compliance of the rules, regulation and norms of the Municipal Corporation not to raise any grievances or make any complaints against the Municipal Corporation or its officers and servants at any point of time in future in matters where:-
- (i) Any development is undertaken on the neighborhood property/ adjoining or contiguous property appurtenant to the said property with deficient open space;

- (ii) Any failure that may occur in the Mechanical Parking System devises and systems installed and provided by the Promoter on the said property;
- (iii) Any inadequacy in area/ sub-standard size of the room being provided by the Promoter who has been carrying out the development of the said building on the said property;
- (iv) There being any inadequate maneuvering space of car parking's by the Promoter in the said building;
- (v) Any leakages caused or occasioned on account of the any toilets/ bathrooms being located and situated above the said premises.

26. The Allottee shall be responsible to maintain the said premises in a proper manner and take all due care needed including but not limited to taking of due care of the joints in the tiles installed in the said premises by regularly filling white cement/epoxy therein, so as to prevent water seepage. Where the manufacturer's warranty as shown by the Promoter to the Allottee expires before the Defect Liability Period and such warranty is covered under the maintenance of the said premises and if the annual maintenance contracts are not renewed by the Allottee/ Legal Entity, then the Promoter shall not be responsible for any such defects occurring during the Defect Liability Period. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the said premises 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 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is also further agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used the said premises / Proposed Building, keeping in mind the aforesaid agreed conditions.

27. The Allottee agrees to sign and deliver to the Promoter before and after taking possession of the said Premises all writings, papers, documents, applications, etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.

28. It is hereby expressly agreed that the responsibility of the Promoter shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building as per the norms set by the Municipal Corporation. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoter shall not be responsible for the same.
29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of right of any nature in law, in respect of the said Building or of the said property or any part thereof in favour of the Allottee and/or other Allottee of the Premises in the said Building. The Allottee shall have no claim save and except in respect of the said Premises/ shop/ commercial premise hereby agreed to be sold to him. The said Property including all open spaces, parking spaces, lobbies, staircases, lifts, recreation spaces, walls, compound wall/s, terraces including the right over walls, hoarding rights, will remain the property of the Promoter who shall be entitled to sell, transfer, deal with or dispose of the same in any manner it deems fit.
30. Irrespective of disputes, if any, which may arise, between the Promoter and the Allottee and/or the said Co-operative Society all amounts, contributions and deposits, including amounts payable by the Allottee to the Promoter under this Agreement shall always be paid punctually by the Allottee to the Promoter and shall not be withheld by the Allottee for any reasons whatsoever, if so, then interest will be charged from the due date till the date of payment. This shall be without prejudice to the rights of termination available to the Promoter under this Agreement or otherwise.
31. In the event any Premises, parking spaces and any other premises or spaces remain unsold at any time, the Promoter shall not be liable to pay any maintenance charges and municipal taxes to the Society. All or any outgoings of any nature whatsoever including assessments, maintenance, repairs, water, electricity, security etc., shall be borne and paid by the Allottee and/or the Society. Such unsold premises and/or any other premises/spaces will continue to belong to the Promoter and Promoter alone shall be entitled to deal with and/or sell the same and the Allottee and/or the Society shall have no right, title, interest, claim or demand of any nature whatsoever into or upon the same and as and when the Promoter sell the same, the Allottee of such premises shall be admitted as member of the Society by the Society without charging any premium or any other extra payment.
32. The deposit that may be demanded by or paid to any authority including Corporation for the purpose of sanctioning the plans

and/or issuing the Commencement Certificate and/or the Occupation Certificate and/or giving water connection to the said Building and the electric meter deposit to be paid to the relevant Supply Company, shall be payable by all the Premises in the said Building in proportion to the respective area of their Premises. The Allottee agrees to pay to the Promoter such proportionate share of the Allottee towards such deposits at the time of taking possession or within 7 days of demand, whichever is earlier.

33. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
34. The Allottee shall present this Agreement when executed at the proper Registration Office, within the time limit prescribed by the Registration Act without fail and the Promoter or the Constituted Attorney appointed by the Promoter will attend such office and admit execution thereof, PROVIDED THAT the Promoter are informed well in advance about the same and provided with a copy of receipt of registration of such documents issued by appropriate authority within reasonable time. In case of default, the Allottee alone shall remain liable to penalty and/or punishment for his negligence. All the stamp duty and registration charges and all expensed incidental thereto shall be paid and borne by the Allottee.
35. All notices, demands, intimations, etc. to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served, if sent by Registered A.D. or Courier Services or U.P.C., to the Allottee at his address specified above.
36. After possession or key of the said Premises is handed over to the Allottee, if any additions or alterations in or about or relating to the said Building and/or said Premises are required to be carried out by any Statutory Authority, the same shall be carried out by the Allottee of the Premises in the said Building at his own costs, expenses, risks and responsibilities without creating any nuisance in the Building or damaging the structure or elevation of the Building with the written consent of the Promoter or the Society whichever is then applicable and Promoter will not in any manner be liable or responsible for the same.

37. All documents executed in pursuance hereto shall be prepared by the Advocates of the Promoter and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations and additions therein as the Promoter may deem fit and proper and including such other clauses which it thinks necessary and desirable.
38. The Allottee shall sign all papers and documents and do all other things that the Promoter may require him to do from time to time in this behalf including for safeguarding the interests of the Promoter and holders of other Premises in the said Building on the said Property.
39. All costs, charges and expenses in connection with the execution of these presents and for preparing, engrossing, including Stamp Duty and Registration Charges and other related charges of and incidental to this Agreement and all other agreements, covenants, deeds or any other documents, required to be executed by the Promoter and/or the Allottee in respect of the said premises shall be borne by the Allottee only. The Promoter shall not contribute anything towards such expenses. The Allottee immediately on demand in this regard shall pay the proportionate share of the costs, charges and expenses.
40. The Allottee have carefully gone through the documents and agreement they are entering into and have expressly understood the contents of the same.
41. Provisions of RERA and the rules made thereunder shall govern this Agreement.
42. This Agreement shall be subject to Mumbai jurisdiction.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO
(THE SAID PROPERTY)

All that piece and parcel of land bearing Plot No. 308 admeasuring 606 square yards, equivalent to 506.68 sq.meters or thereabouts being C.T.S. No. E/495, Suburban Scheme VII of Khar, Village Bandra, together with building standing thereon known as "Dan Kutir" situate laying and being at 12th Road, Khar (West), Mumbai - 400 052 in the registration District of Mumbai City and Sub- District Mumbai Suburban within the Registration District and Sub-District of Mumbai Suburban and bounded as follows

On or towards North : - by plot No.307 and Plot No. 306

On or towards South : - by Plot No. 309

On or towards West : - by Plot No. 317

On or towards East : - by 13th Road,

THE SECOND SCHEDULE HEREINABOVE REFERRED
(THE SAID FLAT)

All the right title and interest in respect of flat premises being Flat No. _____ admeasuring _____sq. ft. RERA Carpet Area equivalent to about _____ Sq. Mts. Carpet on the _____Floor in the building known as “**DAN KUTIR**” being constructed on the property more particularly described in the FIRST Schedule hereunder written

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by the }
Within named “PROMOTER” }
DAN KUTIR CO-OPERATIVE HOUSING }
SOCIETY LIMITED }
acting through its Committee Members }
_____ Chairman, }
Mr. _____ Secretary and }
Mr. _____ Treasurer }

In presence of.. }

SIGNED AND DELIVERED by the
Within named “ALLOTTEE”

In the presence of ...

}
}
}
}
}

WITNESSES

1.
2.

DATED THIS ____ DAY OF _____, 2021

BETWEEN

DAN KUTIR CO-OPERATIVE HOUSING
SOCIETY LIMITED
..PROMOTER

AND

..ALLOTTEE

AGREEMENT FOR SALE
