

DRAFT SALE AGREEMENT

This Agreement is made at Mumbai on this ____ day of _____ in the year Two Thousand and Two (2022)

BY AND BETWEEN

MILAN MILAP CO-OPERATIVE HOUSING SOCIETY LTD., (PAN :AACAM7595H), a Co-operative Housing Society incorporated under the provisions of Maharashtra Co-Operative Societies Act, 1960 under Registration No. BOM/HSG/5733 dated 21/09/1979 and having registered office at 169/170, Garodia Nagar, Ghatkopar (East), Mumbai- 400077 hereinafter referred to as **“THE OWNER/PROMOTER SOCIETY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Society, and its office bearer for the time being and from time to time, and all persons claiming from, through or under it, them, or any of them, successors and permitted assigns) of the **ONE PART**;

AND

MR./MRS./MS./MESSRS _____ (PAN _____) Age ____ years, residing at/having address _____ at:

_____ hereinafter referred to as the **“ALLOTTEE”** (which expression in this Agreement where the context admits, the singular includes the plural and vice versa and any gender includes any other gender and which expression unless repugnant to the context thereof; be deemed to mean and include in case of individual his/her/their heirs, executors, administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the **OTHER PART**:

The Owner/Promoter and Purchaser shall hereinafter collectively be referred to as the “parties” and individually as a “Party”

WHEREAS:

- A. The /Promoter, a Co-operative Housing Society incorporated under the provisions of Maharashtra Co-Operative Societies Act, 1960 under Registration No. BOM/HSG/5733 dated 21/09/1979 having

PAN:AACAM7595H is the absolute and lawful owner and interalia seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcel or land, hereditaments and premises situated, lying at village Ghatkopar being bearing firstly Plot No. 169 of Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/131 admeasuring about 812 sq.yards equivalent to 679 sq.mtrs or thereabouts and secondly Plot bearing No. 170 in Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/137 admeasuring about 760 sq.yards equivalent to 635 sq.mtrs or thereabout and both the plots totally admeasuring about 1314 sq.meters or thereabout as per the relevant property register cards and situated lying and being at Village Ghatkopar, Taluka-Kurla, within the registration Sub-District of Mumbai Suburban together with two buildings consisting of total 32 units (31 residential and 1 non-residential) known as 'MILAN' and 'MILAP', hereinafter referred to as '**the said buildings**'. The said plot and the said buildings are for the sake of brevity hereinafter collectively referred to as "**the Property/ Project Land**". The copy of property Card is annexed hereto and marked as **Annexure- I**.

- B. By and under Indenture dated 10th July 1979 and registered with Sub-Registrar, Mumbai under Sr. No. S-2023/79 on 02/03/2005 and entered between M/s. ROSE BUILDERS (therein referred to as the First Vendor) of the One Part, BHAGWANDAS KANJI THAKKAR (therein referred to as the Second Vendor) of the Second Part, MR. DILIP HIRJI THAKKAR (therein referred to as the Third Vendor) of the Third Part and Milan Milap Co-operative Housing Society Ltd. (therein referred to as the Purchasers) of the Fourth Part, the Vendors have conveyed, granted assured and assigned unto the Purchasers i.e the Promoter herein the said Plot of land together with two buildings constructed thereon.
- C. Owing to passage of time, the said buildings belonging to the said Promoter deteriorated and when the decision of redevelopment through renowned Developer could not be fructified, in the Annual General Body Meeting held on 22/08/2019, the members of the Society unanimously decided to go for Self- redevelopment of the said plot and the said buildings by utilizing full F.S.I. (including premium F.S.I., TDR and Fungible FSI) and obtaining of Transferable Development Rights as per the Development Control and Promotions Regulations 2034 (DCPR), Rules and

Regulations and or any other regulation, acts, laws or statutes with their time to time amendments / modifications provided herein.

- D. In the Annual General Body Meeting held on 31/10/2019, the General body of the Society unanimously passed a resolution and appointed M/s. R & D ARCHCON as Project Management Consultant (PMC) for carrying out self-redevelopment activities on the said Property on behalf of the Promoter.

- E. The Promoter Society with the help of M/s. R & D ARCHCON (Project Management Consultant) jointly worked out a scheme for self-redevelopment of the Societies Property by demolishing existing structures standing thereon. M/s. R & D ARCHCON as the Project Management Consultant undertook to shoulder the responsibility to carry out the redevelopment of the said Property as the proposed scheme right from preparing Project Report, Assisting to Arrange Finance, getting permissions, sanctions, approvals from the concerned authorities, administration, construction, and supervision of the work and finally help the Promoter Society to market the Project and Sell the additional Flats.

- F. Proposed scheme for self-redevelopment was explained by the PMC in the Special General Body Meetings dated 22/08/2019 to all the 32 existing members of the Society who in turn approved and confirmed and gave their consent for the same.

- G. The Promoter Society and the Existing Members vide their resolutions passed in the Special General Body Meeting on 14/01/2022 have authorized the members of the Managing Committee of the Society to do all such acts, deeds, matters and things as may be required in respect of the self redevelopment of the said Property and to enter into agreement with PMC, Contractor and Architect or Structural Consultant/engineers availing their services and agreement with Financial Institution for availing loan if needed for self-redevelopment and to execute requisite and incidental documents pertaining thereto on behalf of the said Society.

H. The Owner/Promoter has through its PMC ,submitted building plans to Municipal Corporation of Greater Mumbai ("MCGM"), which have been duly sanctioned by MCGM vide Intimation of Disapproval ("IOD") dated 31st January 2022 bearing No. **P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/N/Ward/Ghatkopar/IOD/1/New**. The Society has received **Commencement Certificate upto Plinth level dated 04th May 2022 bearing No.P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/N/Ward/Ghatkopar/CC/1/New and Further Commencement Certificate upto 14 upper floors Dated 10th August 2022 bearing No.P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/N/Ward/Ghatkopar/FCC/1/New** in accordance with the provisions of D. C. Promotions Rules and Regulations for the time being in force. A copy of the Intimation of Disapproval and Commencement Certificate is annexed hereto and marked as **ANNEXURE – __& __.**

I. The Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove.

J. The Promoter is in possession of the project land.

K. The Promoter has commenced construction of the Proposed Building comprising of Stilt and podium level Plus 14 (fourteen) upper floors in accordance with the plans sanctioned by MCGM.As per the proposed scheme existing members of the society shall be provided with 31 Nos of Residential Flat And 1 No. of Eye Hospital as their permanent Alternate Accommodation Flats in the new building and the remaining _____ flats shall be sold by the Promoter in the open market for the appropriate price.(If require mark Allotment List as Annexure)

- L. The Allottee is offered a Flat/Unit /Apartment bearing number _____ on the _____ floor, (herein after referred to as the said “Flat/Unit/Apartment”) in the _____ wing of the Building called _____ (herein after referred to as the said “Building”) by the Promoter.
- M. The Promoter has appointed Kalpesh Manaharlal Mehta as License Surveyor/Architect, who are registered with the Brihan Mumbai Municipal Corporation and have entered into an Agreement with them.
- N. 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 ‘___’.
- O. 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.
- P. The Promoter has sole and exclusive right to sell the Flat/Unit/Apartments/ in the said building to be constructed by the Promoter on the project land and to enter into Agreement with the allottee(s) of the Flat/Unit/Apartments to receive the sale consideration in respect thereof.
- Q. 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. R & D Archcon 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.
- R. The authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or any other relevant revenue record

showing the nature of the title of the Promoter to the project land on which the Flat/Unit/Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '___' and '___', respectively.

- S. The Promoter has through its PMC ,submitted building plans to Municipal Corporation of Greater Mumbai (“MCGM”), which have been duly sanctioned by MCGM vide Intimation of Disapproval (“IOD”) dated 31st January 2022 bearing No. **P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/N/Ward/Ghatkopar/IOD/1/New**. The Society has received *Commencement Certificate upto Plinth level dated 04th May 2022 bearing No.P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/N/Ward/Ghatkopar/CC/1/New and Further Commencement Certificate upto 14 upper floors Dated 10th August 2022 bearing No.P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/N/Ward/Ghatkopar/FCC/1/New* in accordance with the provisions of D. C. Promotions Rules and Regulations for the time being in force. A copy of the Intimation of Disapproval and Commencement Certificate is annexed hereto and marked as **ANNEXURE – ___ & ____**.
- T. 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 _____,
- U. The authenticated copies of the plans and specifications of the Flat/Unit/Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure ____**.
- V. 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 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.

W. 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.

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

Y. The Allottee has applied to the Promoter for allotment of an Flat/Unit/Apartment No. ____ on ____ floor in wing ____ situated in the building of the said Project.

Z. The carpet area of the said Flat/Unit/Apartment is ____ square meters and "carpet area" means the net usable floor area of an Flat/Unit/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit/Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Unit/Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls and Structural Members of the Flat/Unit/Apartment.

AA. 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;

Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs ____ (Rupees _____) only, being part payment of the sale consideration of the Flat/Unit/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.

~~BB. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under Registration no. _____. A copy of Certificate of registration is annexed herewith as “Annexure _____”.~~

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

DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/Unit/Apartment) 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: -

The parties hereby agree and confirm that all the recitals of this Agreement form integral part of this Agreement and shall be read accordingly.

1. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and viceversa.

1) CONSTRUCTION AND ALLOTMENT:

The Promoter shall construct the said building to be known as _____ consisting of .One (1) ~~basement~~ and ground/ stilt, /One (1) podiums, and Fourteen (14) upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the

Flat/Unit/Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1 a)

i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Unit/Apartment No. ____ of the ____ Bed room, Hall, Kithcen (BHK) admeasuring ____ carpet area sq. metres equivalent to ____ square feet on ____ floor in the building ____ (hereinafter referred to as "the Flat/Unit/Apartment ") as shown in the Floor plan thereof hereto annexed and marked Annexures ____ for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

~~ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No. ____ situated at ____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. ____/-.~~

iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at ____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. ____/-.

1 b) The total aggregate consideration amount for the Flat/Unit/Apartment including garages/covered parking 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 the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

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

- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/Unit/Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Unit/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, floorings doors and windows of the said Flat/Unit/Apartment/Unit/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, lift wells, lobbies upto the floor level of the said Flat/Unit/Apartment/Unit/Apartment.
- vi. Amount of Rs...../- (....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external
 - ii. plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Unit/Apartment is located.
 - i. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Unit/Apartment is located.
- ii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Flat/Unit/Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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

- 1 e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1 f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1 g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent (3%). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the MahaRERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1 h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 2) (i) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Unit/Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Unit/Apartment.

- (ii) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Unit/Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

- 3) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4434.75 square meters only (Inclusive of Fungible FSI) and Promoter has planned to utilize Floor Space Index of 4434.75 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 4434.75 square meters plus Available additional FSI in future due to any change in Policy by Concern local authority as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Unit/Apartment based on the proposed construction and sale of Flat/Unit/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

(ii) Without prejudice to the right of promoter to charge interest in terms of sub clause 4 (i) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/Unit/Apartment/ which may till then have been paid by the Allottee to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall forthwith forfeit the advance payments/ earnest money, not being more than 15% of the Agreement Value in the form of

liquidated damages and shall refund to the Purchaser the balance of the instalments of Sale price of the Flat, which may till then have been paid by the Flat Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and upon refund of aforesaid amount by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. The Promoter shall not be liable to pay to the Purchaser any interest on the amounts refunded or any other amount or compensation on any ground what so ever. It is agreed between the Parties, that the Promoter shall make such refund by way of cheque, if any, by registered post acknowledgment due at the address mentioned herein, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith.

The purchaser(s) have agreed that the amount paid or becoming payable to the Promoter by the Purchaser(s) under this Agreement shall be refundable only in accordance with the terms of this agreement and the interest if any to be paid on the amount so refunded shall be at the rate specified **in the said MahaRERA Rules.**

The Flat Purchaser agrees to pay to the Promoter interest at the rate specified in the said MahaRERA Rules on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this agreement from the date the said amount is payable by the Flat Purchaser(s) to the Promoter to the date of the actual payment made by the Purchaser(s) to the Promoter.

Any payments by the Purchaser(s) shall first be adjusted towards interest payable and any other due from the Purchaser(s) and the balance, if any shall be adjusted against the payment which is due

against the purchase consideration. In case of delay in payment of any amounts as specified above, the Purchaser(s) shall be liable to pay additional charges of Rs, 5000/- per instalment towards administration charges. The Purchaser(s) authorizes the Promoter to adjust/appropriate all payments made by the Purchaser(s) under any head(s) and in any order as the promoter may deem fit and proper against any outstanding dues of the Purchaser(s) under this agreement.

In the event that any of the cheques given by the purchaser(s) to the promoter towards any instalment of the purchase consideration, Goods and Services Tax (GST), TDS, contribution, maintenance charges, outgoings and any other dues payable to the Promoter, is not paid or the cheque is returned, unpaid or is dishonoured then this agreement for sale shall stand cancelled and terminated as provided hereinafter in Clause xv and xvi below, in such event, the Promoter shall also be entitled to dispose of the said flat, in any manner as the promoter may deem fit in their sole discretion.

The Purchaser hereby agrees and undertakes to execute a Deed, Document or writing including the Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Purchaser only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, Documents, and writings as aforesaid.

In the event of cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.

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

- 6) The Promoter shall give possession of the Flat/Unit/Apartment to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Flat/Unit/Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Unit/Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Unit/Apartment on the aforesaid date, if the completion of building in which the Flat/Unit/Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and /or other public or competent authority/court.

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

- 7.2 The Allottee shall take possession of the Flat/Unit/Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Flat/Unit/Apartments are ready for use and occupancy:

- 7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [FLAT/UNIT/APARTMENT]:** Upon receiving a written intimation from the Promoter

as per clause 7.2 the Allottee shall take possession of the [Flat/Unit/Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat/Unit/Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat/Unit/Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/Unit/Apartment or the building in which the Flat/Unit/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee 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 Flat/Unit/Apartment or any part thereof or permit the same to be used only for purpose of residence/~~office/-/shop for carrying business~~. He shall use the ~~garage or~~ parking space only for purpose of keeping or parking vehicle.
- 9) The Allottee along with other allottee(s) of Flat/Unit/Apartments in the building shall join the existing Milan Milap Co-operative Housing Society Ltd., a Society registered under the provision of the Maharashtra Co –operative Societies Act, 1960 under No. No. BOM/HSG/5733 dated 21/09/1979 and having registered office at 169/170, Garodia Nagar, Ghatkopar (East), Mumbai- 400077 and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member, including the byelaws of the proposed Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 Society is already formed & registered under the provision of the Maharashtra Co – operative Societies Act, 1960 under registration No. BOM/HSG/5733 dated 21/09/1979

and having registered office at 169/170, Garodia Nagar, Ghatkopar (East), Mumbai-400077.

9.2 Ownership of the said Plot of land is with the society.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/Unit/Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit/Apartment) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. The Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings.

10) The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

- i. Rs. for share money, application entrance fee of the Society
- ii. Rs. for proportionate share of taxes and other charges/levies in respect of the Society
- iii. Rs.for deposit towards provisional monthly contribution towards outgoings of Society
- iv. Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- v. Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.
- vi. Rs _____ for Legal charges.

11) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Unit/Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Unit/Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

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

Conveyance and Possession of the Plot is already in the name of the society,

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

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

12) The Allottee/s or himself/themselves with intention to bind himself and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with Promoters as follows -

i. To maintain the Flat/Unit/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Unit/Apartment is situated and the Flat/Unit/Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat/Unit/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit/Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit/Apartment is situated, including entrances of the building in which the Flat/Unit/Apartment is situated and in case any damage is caused to the building in which the Flat/Unit/Apartment is situated or the Flat/Unit/Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- ii. To carry out at his own cost all internal repairs to the said Flat/Unit/Apartment and maintain the Flat/Unit/Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Unit/Apartment is situated or the Flat/Unit/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iii. Not to demolish or cause to be demolished the Flat/Unit/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Unit/Apartment without the prior written permission of the Promoter and/or the Society.

- iv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Unit/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit/Apartment in the compound or any portion of the project land and the building in which the Flat/Unit/Apartment is situated.
- vi. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit/Apartment is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit/Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit/Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- ix. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Unit/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat/Unit/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- x. Till a conveyance of the structure of the building in which Flat/Unit/Apartment is situated is executed in favour of Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xii. The Allottee hereby agrees to abide by all the terms and conditions levied under the Development Control Promotion Regulations, 2034 while sanctioning the plans and granting approvals and permissions for the construction of the said Building. As per the conditions of the approval of the said plans, MCGM has levied a condition of providing wet garbage treatment and disposal plants/provisions on the said Plot, the Purchaser hereby agrees to abide by all the conditions related to wet garbage treatment and disposal as per the said Conditions.
- xiii. FURTHER COVENANTS BY THE PROSPECTIVE PURCHASER:

That the Purchaser is well aware that the Promoter has obtained the approvals for this project from the MCGM in the form of IOD bearing No P-7107/2021/Proposed redevelopment of Building known as Milan Milap CHSL and other)/ N/ Ward/ Ghatkopar/ IOD/ 1/ New.dated 31-01-2022 u/s 346 of the MMC Act, as amended upto this date and Commencement Certificate granted on certain terms and conditions to be observed by the Promoter as follows:

 - a) The Prospective Purchaser is/are aware that the Planning Authority while sanctioning the plans has laid down several conditions including following terms and conditions, stipulations and restrictions and the Promoter has agreed to the same and also given undertaking as required by the Planning Authority to specifically bring to the notice of the prospective Purchaser that the proposed

building is with deficient open space and joint open space and the Promoter has provided this clause as directed by the Planning Authority and Prospective Purchaser undertake/s, agree/s to observe, perform and comply with the same.

- b) The Prospective Purchaser is/are aware that the building proposed to be constructed on the adjacent plot has been approved Planning Authority with deficient open space and the Promoter has agreed to the same and respective Purchaser undertake/s, agree/s not to raise any objection for such deficient open space at present and in future.
 - c) The Prospective Purchaser is/are aware that to provide adequate parking spaces to all the residents of the proposed building the Promoter has provided mechanized stack parking as approved by MCGM, after handing over the building to the Purchasers of the Flats it shall be sole responsibility of all the Purchasers/Members of the building/Society for the proper maintenance and repairs of all sorts of mechanized parking systems provided in the said building neither promoter nor MCGM shall be held responsible for any failure, mishap due to non-maintenance of the such mechanized parking systems.
 - d) As per the provisions in the MMRTA Act, if any plot within its municipal limit is dead lock i.e. without having any access from any D.P. Road then it is binding on the adjacent plot to provide access/ Right of Way to such dead locked plot from their own Plot without creating any other right save and except right to ingress and egress from the designated strip of Land for the purpose. The Prospective Purchaser shall not raise objection for the same
- 13) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or

towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- 14) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Unit/Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Unit/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.

15) JOINING OF SOCIETY

- i. The Purchaser(s) along with other purchaser(s) of Apartments in the building shall join the existing Milan Milap Co-operative Housing Society Ltd., incorporated under the provisions of Maharashtra Co-Operative Societies Act, 1960 under Registration No. BOM/HSG/5733 dated 21/09/1979 and having registered office at 169/170, Garodia Nagar, Ghatkopar (East), Mumbai- 400077 for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member of the said Society, including the bye-laws of the said Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser(s), No objection shall be taken by the Purchaser(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

17) BINDING EFFECT TO THIS AGREEMENT

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

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

18) ENTIRE AGREEMENT

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

This Agreement along with its Annexure, Schedules, Exhibits and Amendments there to constitutes and represents the entire agreement between the parties with respect to the subject matter hereto and supersedes, overrides and cancel any and all understandings, arrangements, allotment letters, correspondences, whether written or oral and hereby expressly admits, acknowledges and confirms that no terms conditions, particulars or information, pamphlets, leaflets, brochures, website etc and other promotional media or medium are shown only for the sake of advertisement (hereafter referred to -Prior & Non Binding Discussions)) given or made or represented, by the Promoter and/or their agents to the Purchaser(s) and/or his agents, other than such terms and conditions and provisions as are contained or incorporated in this agreement, shall be deemed to form part of this Agreement or to have induced the purchaser(s) to enter into this

Agreement and the same is not binding on the Promoter to provide unless specifically mentioned and agreed in the this Agreement and subject to his right(s) and Discretion to make changes in the same between the Promoter and the Purchaser(s) which may in any manner be inconsistent with what is stated herein. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the parties. The promoter have not undertaken any responsibilities nor has agreed anything with the Purchaser(s) orally or otherwise and there is no implied Agreement or covenant on the part of the promoter other than in terms and conditions expressly provided under this Agreement.

19) RIGHT TO AMEND

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

20) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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

21) SEVERABILITY

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

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

22) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

23) FURTHER ASSURANCES

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

24) PLACE OF EXECUTION

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

25) The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/sPromoter name

(Promoter Address)

Notified Email ID: _____

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

27) JOINT ALLOTTEES

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

28) STAMP DUTY AND REGISTRATION: - The Promoter has availed the benefit of 50% rebate in the surcharge for additional carpet area index/ fungible carpet area as provided under the Resolution No. TPS-1820/ANO.27/PR. NO.80/20/NOV.13 dated 10.01.2021 passed by Ministry of Urban Department, Maharashtra Government for this project and therefore the stamp Duty in respect of the said Flat has been born and paid by the Promoter as instructed under section 154 of MRTP Act, 1966 However The charges towards Registration of this Agreement shall be borne by the allottee.

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

30) GOVERNING LAW

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

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

FIRST SCHEDULE

ALL THAT Piece and parcel of Freehold land or ground hereditaments and premises bearing firstly Plot No. 169 of Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/131 admeasuring about 812 sq.yards equivalent to 679 sq.mtrs or thereabouts and secondly Plot bearing No. 170 in Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/137 admeasuring about 760 sq.yards equivalent to 635 sq.mtrs or thereabout and totally admeasuring about 1314 sq.meters or thereabout as per the relevant property register cards and situated lying and being at Village Ghatkopar, Taluka–Kurla, Dist. Mumbai within the registration district of Mumbai Suburban and bounded as follows:

on or towards the EAST : CTS No. 195/129 & 195/135

on or towards the WEST : 90 feet Road

on or towards the NORTH : CTS No. 195/126

on or towards the SOUTH : CTS No. 195/142

SECOND SCHEDULE

Flat no. _____ admeasuring about _____ Square Meter equivalent to _____ Square feet RERA carpet area on the _____ floor in the building called Milan Milap Co-operative Housing Society Limited to be constructed on the land more specifically

mentioned in the first schedule

SIGNED SEALED AND DELIVERED)

by the withinnamed -THE PROMOTER)

Milan Milap Co-operative Housing)

Society Ltd.

Through its Secretary

Mr. _____)

In the presence of)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED)

By the withinnamed ALLOTTEE(s))

_____)

_____)

In the presence of _____)

1. _____)

2. _____)

Received on the day and year first
hereinabove written of and from the
within named Allottee(s) the sum of
Rs. _____

(Rupees _____ Only)

Being the _____ amount
as mentioned within to be paid by him/her to us.

MILAN MILAP COOPERATIVE HOUSING SOCIETY LTD.,

(Reg.No. BOM/HSR/5733 OF 21-01-1979)

169/170, Garodia Nagar, Ghatkopar (East), Mumbai 400 077.

ALLOTMENT LETTER

Date:

To,

Mr/Mrs/Ms....

R/o....

Telephone Number...

PAN Card No....

Aadhar Card No...

Email ID:

Subject: Your Request for Allotment of flat/commercial premises in the project known as Milan Milap CHSL Ltd having MahaRERA regnNo._____

Ref: Flat admeasuring approximately _____ square meters (i.e. _____square feet) of carpet area bearing No. _____ on _____ floor, Wing_____ in Project _____, proposed to be constructed on Plot No. 169 of Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/131 admeasuring to 679 sq.mtrs or thereabouts and Plot No. 170 of Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/137 admeasuring to 635 sq.mtrs or thereabout and totally admeasuring about 1314 sq. meters situated lying and being at Village Ghatkopar, Taluka-Kurla MSD belonging to **MILAN MILAP CHS LTD.**

Dear Sir/Madam,

1. You are aware that the Promoter “**MILAN MILAP CHS LTD**” is entitled to develop the project registered under The Real Estate (Regulation and Development) Act, 2016 (RERA) bearing registration No:- _____ on aforementioned plot of land (“said Project”).

2. After (i)inspecting the approvals, plans and other documents, and (ii) satisfying yourself about Promoter's entitlement to develop the Property, you have expressed your intention to acquire a flat admeasuring approximately ____square meter (i.e.____square feet) of RERA carpet area on ____ floor in Wing____ ("said Flat") along with ____ (In words) Car Parking Space/s in the stilt __level Podium of the building proposed to be constructed in the said Project and have approached and requested the Promoter to reserve for allotment of the same to you. The said Flat and the said Car Parking space/s together are hereinafter referred to as the "said Premises".
3. Futher we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s)____ -admeasuring - ____sq. mtrs equivalent to ____sq ft./covered car parking space(s) at ____level basement /podium bearing No(s)____ admeasuring - ____sq. mtrs. equivalent to ____ sq. ft./stilt parking bearing No(s)____ admeasuring ____sq. mtrs equivalent to ____sq.ft. / mechanical car parkhg unit bearing No(s) ____admeasuring - ____sq. mtrs. equivalent to ____sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.
4. The Promoter agrees to reserve the said Premises for allotment to you, subject to the terms and conditions contained herein.
5. The sale consideration of the said Premises shall be Rs.____/- (Rupees _____ only).The Sale Consideration shall be exclusive of stamp duty, registration charges, GST and all other applicable taxes etc. This will be in addition to Additional Amounts payments as mentioned in clause (9) herein below. The Sale Consideration of Rs.____/- (Rupees In words) shall be payable by you to the Promoter, in the following manner:

Particulars	Amt (In INR)
First Part of Earnest Money	10%
On completion of Plinth	25%
On Completion of 1st Level Top Slab	3.5%
On Completion of 2 nd Level Top Slab	3.5%
On Completion of 3 rd Level Top Slab	3.5%
On Completion of 4 th Level Top Slab	3.5%
On Completion of 5 th Level Top Slab	3.5%
On Completion of 6 th Level Top Slab	3.5%
On Completion of 7 th Level Top Slab	3.5%
On Completion of 8 th Level Top Slab	3.5%
On Completion of 9 th Level Top Slab	3.5%
On Completion of 10 th Level Top Slab	3.5%
On Completion of 11 th Level Top Slab	3.5%
On Completion of 12 th Level Top Slab	3.5%
On Completion of 13 th Level Top Slab	3.5%
On Completion of 14 th Level Top Slab	3.5%
On Completion of 15 th Level Top Slab	3.5%
On Completion of 16th Level Top Slab	3.5%
On Completion of Masonary Internal Plaster	2%

On Completion of External Plaster	2%
On Completion of Flooring and Finishing	2%
On Completion of Lift and paving etc.	2%
On Receipt of Occupation Certificate [OC]	1%

6. It is hereby agreed that the time for payment of each installment is of essence and our intimation to you that a particular stage of construction is completed shall be sufficient proof of commencement or completion of that stage. You also agree that the failure to receive such notice/intimation from us shall not be construed to be waiver of your obligation to pay any installment amount/s due on the respective due dates.
7. It is agreed that all taxes, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods and Services Tax (GST) on any amount payable on the transaction contemplated herein, shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.
8. All outstanding amounts payable by you shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India) Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("Interest") from the date it falls due till the date of receipt/realization of payment to the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
9. It is further agreed that upon receipt of intimation from us in writing, to enter into agreement for sale of the said Premises (Agreement) and register the same you shall within __ (__) day of such intimation make yourself available for execution and registration of the Agreement, failing which the allotment of the said Premises shall stand cancelled and this allotment letter shall stand terminated without any further intimation.
10. In addition to the Sale Consideration of Rs. _____/- (Rupees In words), you shall pay to us the following amounts on or before possession of the said Premises (Additional Amounts).

Particulars	Amount (In INR)
Corpus Fund Subscription	
Advance Maintenance Charges	
Share Application Money Subscription	
Water, Electricity, Drainage, Sewerage Connection	
Mahanagar Gas Limited Connection Charges (MGL)	
Legal Service Charges	
Documentation Charges -	

Total Payable	
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11. The payment towards the Additional Amounts shall be made on or before the date intimated to you for possession of the said Premises. It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay such other charges and any increase in Additional Amounts, including applicable taxes as may be communicated to you.
12. We have made available to you the following information namely: -
 - i) The sanctioned plans, layout plans alongwith specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
 - ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and
 - iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>
13. We shall have full right and absolute authority and shall be entitled, at anytime hereafter, to change, alter and amend the master plan, layout plans, designs, elevation etc. of the Project and you shall not have any objections in this regard. Provided however that we shall not change, alter and amend the building plans in which you have been allotted the said Flat without prior intimation/consent as may be required from you.
14. We hereby confirm that the said unit is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said unit.
15. It may be noted, that upon termination/cancellation of the allotment of the said Premises:
 - a. You shall cease to have any rights, title or interest in the aid Premises or any part thereof;
 - b. We shall be entitled to sell the said Premises at such consideration and on such terms and conditions to such other person or party as we may in our absolute discretion deem fit;
 - c. We shall, out of the Sale Consideration towards the said Premises, refund to you (without interest), after adjustment of 15% of payments received till that date or Rs. _____/- whichever is more as liquidated damages and service charge) such refund shall be issued within a period of _ () working days of termination of allotment.

The balance if any due shall be refunded to you without interest, within __ days of the termination/cancellation coming into effect. Provided however the taxes and outgoings, already paid or due and payable by you in respect of the said Premises up to the date of termination of allotment shall be borne by you and we shall not be liable to refund/reimburse the same.

16. The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 17.
17. You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you.* The said period of 2 months can be further extended on our mutual understanding.
- * In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 15 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.
- ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 16 ii above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.
18. All letters, circulars, receipt and/or notices to be served on you as contemplated by this letter shall be deemed to have been duly served if sent to you by registered post A.D./Email ID at your address known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharge us of our entire obligation. For this purpose, you have given complete address specified below:

(Address of Allottee)

19. We have agreed to reserve the said Premises for allotment of the same to you on the basis of your following representations and warranties:
- You have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
 - No receiver and/or liquidator and/or official assignee or any person is appointed in your case or for all or any of your assets and/or properties;

- iii. None of your assets/properties are attached and/or notice of attachment as been received under any rule, law, regulation, statute etc.;
 - iv. You have not received any notice from any Government in India (either Central, State or Local) and/or from abroad for your involvement in any money laundering or any illegal activity and/or declaring you to be a proclaimed offender and/or no warrant is/has been issued against you;
 - v. No execution or other similar process is issued and/or levied against you and/or against any of your assets and properties;
 - vi. You are competent to enter into a contract;
 - vii. You have not compounded payment with your creditors;
 - viii. You are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months;
 - ix. You shall not transfer the said Premises until you have paid the full consideration of the said Premises to us;
 - x. You shall not transfer the said Premises in favour of any third party till the time the possession of the said Premises is offered to you.
20. We consider the accuracy of the representations and warranties to be an important and integral part of this transaction and the said Premises have been reserved for allotment to you in reliance of the same.
21. The stamp duty and registration charges on all documents to be executed with respect to the said Premises, between us shall be borne and paid solely by you.
22. This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.
23. This allotment letter is binding on you till such time the Agreement is executed between us.
24. This allotment letter is subject to the Agreement for Sale which shall be executed between us. In the event of any contradiction between this Allotment Letter and the proposed Agreement for Sale, the provisions of the Agreement for Sale shall prevail. You agree that the terms and conditions under the Agreement shall supersede this allotment letter.
25. You hereby expressly admit, acknowledge and confirm that the particulars or details given in any advertisement or brochure by us and/or by our agent/s to you and/or to your agent/s, is only for the purpose of understanding of the said Project. You hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or presented, including those contained / given in any advertisement or brochure, by us and/or by our agents to you and/or to your agents, other than such terms, conditions and provisions as are contained or incorporated in this letter either expressly, impliedly or by law, shall be deemed to form part of this letter. You declare that you have executed this letter after reading and understanding and being explained the contents of this letter and

undertake not to raise any objection and hereby waive your right to raise such objection in that regard. Further, you confirm and undertake not to seek any amendment, modification and/or change in the terms and conditions of this letter and hereby waive your right in that regard.

26. If any dispute or difference arises between us at any time relating to the construction or interpretation of this letter or any term or provision hereof or the respective rights, duties or liabilities of either of us hereunder, then the aggrieved party shall notify the other party in writing thereof, and both of us shall endeavor to resolve the same by mutual discussions. In case of failure to settle the dispute amicably, the Parties shall refer the dispute to the Authority in accordance with the provisions of the RERA Act, 2016.

Kindly request you to acknowledge receipt and acceptance of the terms of this allotment on the duplicate copy of this letter. Thanking you and looking forward to being associated with you.

The same is for your kind information and records.

Yours truly,

Authorized Signatory

We hereby confirm, agree, accept and acknowledge the contents of this Allotment Letter.

Annexure-A:

Stage wise time schedule of completion of the project

Sr.No.	Stages	Date Of Completion
1	Excavation	100% completed
2	Basements (if any)	-
3	Podiums (if any)	
4	Plinth	100% completed
5	Stilt (if any)	
6	Slabs of super structure	31/12/2024
7	Internal walls, internal plaster, completion of floorings, doors and windows	15/06/2026
8	Sanitary electrical and water supply fittings within the said units	30/10/2026
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks External plumbing and external plaster, elevation, completion of terraces with waterproofing.	30/10/2026
10	External Plumbing and external plaster, elevation, completion of terraces with waterproofing	15/06/2026
11	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical	15/09/2026

	equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications agreement of sale, any other activities.	
12	Internal roads & footpaths, lighting	15/09/2026
13	Water supply	15/09/2026
14	Sewerage (chamber, lines, septic tank, STP)	15/09/2026
15	Storm water drains	15/09/2026
16	Treatment and disposal of sewage and sullage water	-
17	Solid waste management & disposal	15/09/2026
18	Water conservation / rain water harvesting	15/09/2026
19	Electrical meter room, sub-station, receiving station.	15/09/2026
20	Others	31/12/2026

Promoter (s) / Authorized

Signatory

For Milan-Milap Co-op. Housing Society Ltd.




Hon. Secretary Treasurer Chairman

