

AGREEMENT

This Agreement made at THANE, on this.....day of in the year Two Thousand and Eighteen 2018 **BETWEEN**

M/s Yash Govinda Build Infra LLP, a limited liability partnership firm incorporated and registered under the provisions of LLP Act, 2008, having its PAN: AABFY8502A, having its registered office at – Ground floor, Shree Laxmi Audumber, Khambekarwadi, Naupada, Thane – 400 602, hereinafter referred to as the “**Developers / Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its existing Partners, successors, assigns, administrators etc.) of the First Part;

AND

1) _____, Age ____ years, having PAN: _____, residing at _____, hereinafter referred to as the “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / her legal heirs, successors, assigns, administrators etc.) of the Other Part.

WHEREAS: -

1. One Mr. Dattatray Narayan Dahake (for short called **Dattatray**). was the absolute and lawful owner of all that piece and parcel of the land bearing Survey No. 36, Hissa No. 3/1/4 corresponding to Tika No. 10, C.T.S. No. 222-B, admeasuring about 696.8195 Sq. yards i.e. about 582.625, Sq. Mtrs. along with ground plus two upper storey building and a single Chawl on Southern side and another separate Chawl on Western side thereon, lying being and situate at Bhaskar Colony, M. G. Road, Thane West, within the limits of Thane Municipal Corporation (hereinafter referred to as the ‘**Said Property**’).
2. The family of the said Dattatray was consisting of his wife Smt. Avantika and five sons namely - Shri. Vilas Dattatraya Dahake, Shri Shashikant Dattatraya Dahake, Shri Pravin Dattatraya Dahake, Shri Pramod Dattatraya Dahake and Shri Sudhir Dattatray Dahake, out of which three sons of the said Dattatray and Avantika, being Shri Pramod Dattatraya Dahake, Shri Sudhir Dattatray Dahake & Shri Pravin Dattatraya Dahake are deceased. Smt. Pratibha is wife of Late Shri Pramod Dattatraya Dahake and Shri Amol and Mrs. Amita Sandeep Nene (Maiden Name Miss Amita Dahake) are the son & married daughter respectively of Late Shri Sudhir Dattatray Dahake & Mrs. Sheela Pravin Dahake is the wife and Miss. Vrushali Pravin Dahake and Shri Vishal Pravin Dahake are daughter and son respectively of said Pravin. The said Mr. Dattatray Narayan Dahake had, during his lifetime made and executed his last Will dtd. 12/07/1990, registered at Sr. No. 6351/1991 in the Office of Sub-Registrar, Thane, whereby he gave and bequeathed the said Property absolutely to his wife Avantika Dattatray Dahake (for short called **Avantika**) and as such upon death of the said Dattatray, said

Avantika became the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to the said Property.

3. By and under Development Agreement dated 1st July, 2000, executed between said Avantika, said Dahakes and one M/s. Bhavana Developer, then a Proprietary concern solely of Shri. Lalji Valji Satra (for short called **Lalji**), registered at Sr. No.TNN-1/4321/2000 in the Office of Sub-Registrar, Thane (for short called **Development Agreement**); said Lalji acquired development rights of the said Property for price and consideration & on the terms and conditions mentioned therein.
4. In pursuance of the said Development Agreement, said Avantika also executed a General Power of Attorney dated 1st July, 2000, which is duly registered at Sr. No. TNN-1/219/2000 in the Office of Sub-Registrar, Thane (for short called **Power of Attorney**) and thereby constituted the said Lalji, the sole proprietor of M/s. Bhavana Developers as true and lawful Attorney to deal with and develop the said Property.
5. That meanwhile said Lalji died intestate on 26th January, 2001, leaving behind Mrs. Dhanibai Velji Satra (for short called **Dhanibai**) i.e. his Mother and Mr. Devji Velji Satra (for short called **Devji**) i.e. his Brother as his only legal heir and representatives. In the circumstances, a Deed of Confirmation dated 24th July, 2002 came to be executed between said Avantika, the said Dahakes and said Dhanibai and Devji representing the said then Proprietary Concern of M/s. Bhavana Developers, which was duly registered with the Office of Sub-registrar of Assurance, at Thane bearing serial no. TNN-1/4951/2002 (for short called **Confirmation Deed**), recording and confirming the transaction contained in the said Development Agreement and also the said Power of Attorney and also further recording and confirming that all the rights and interest created under the said Development Agreement stood vested/transferred in favour of said Dhanibai and said Devji;
6. On or about 19th January, 2004, said Dhanibai died intestate leaving behind her only son Devji as her only legal heir and representative. In the course of time, Devji and Mr. Ramesh Ratansi Chheda (for short called **Ramesh**) formed and constituted a Partnership firm by the name and style M/s. Bhavana Developers whereby all the rights and interest acquired with respect to development of the said Property acquired under the said Development Agreement and the said Confirmation Deed stood transferred and/or vested in the said M/s. Bhavana Developers;
7. In the course of time under diverse documents, deeds, instruments executed by and between said Avantika and the partners of the said M/s. Bhavana Developers, in which the said Dahakes, though had no right, title, interest in the said Property, were joined by way of abundant caution as Confirming Parties; the said Avantika with the confirmation of the said Dahakes, gave the rights of development and agreed to sell and transfer the said Property to M/s. Bhavana Developers. In

pursuance of such diverse documents, deeds, instruments so executed, finally a Deed of Conveyance dtd. 3rd August 2012 came to be executed by said Avantika as the Owner of the One Part and M/s. Bhavana Developers, as the Purchaser of the Other Part, registered at Sr.No.TNN-9-3156-2012 in the Office of Sub-Registrar, Thane (for short called **Conveyance Deed**), the said Avantika sold and transferred the said Property absolutely and handed over absolute, lawful and legal possession thereof to M/s. Bhavana Developers;

8. In due course of time, the said old building/Chawl forming part of the said property became dilapidated and weak. Accordingly, the Thane Municipal Corporation issued a notice dated _____ under section 264 of the Maharashtra Municipal Corporation Act, 1949 thereby declaring the said old structures/ building to be dangerous and dilapidated. Considering the dilapidated status of the said structure/building, the said M/s. Bhavana Developers, in consultation with the existing owners / tenants of the residential flats and commercial (Shop) units decided to redevelop the said property through an appropriate Builder and Developer. There were meetings and negotiations between the said M/s. Bhavana Developers and the Promoters herein, whereunder the said M/s. Bhavana Developers agreed to sell, transfer, assign and alienate the said property along with all deposits, benefits attached to it to and in favour of the Promoter herein.
9. Accordingly, vide a Deed of Conveyance dated 09.11.2017, the said M/s. Bhavana Developers sold, transferred, conveyed and assigned the said property to and in favour of the Promoters herein. The said Deed of Conveyance dated 09.11.2017 is duly registered with the Sub-Registrar of Assurances, Thane under Document No. TNN12 – 3252 – 2017. AND WHEREAS the Partners of the said M/s. Bhavana Developers have also executed Power of Attorney dated 09.11.2017, in pursuance of the aforesaid Deed of Conveyance, in favour of the Promoters and empowered the Promoters to carry out ~~all~~ the necessary development activities in respect of the aforesaid property. The said Power of Attorney is duly registered before the Sub-Registrar of Assurances, Thane, vide Sr. No. TNN12-3253 - 2017 and the same is legal, valid, lawful, in force and binding on all concerned parties.
10. That by virtue of the above said registered Deed of Conveyance and Power of Attorney, the Promoters herein became an absolute and lawful owner of the said property. The said M/s. Bhavana Developers also put the Promoters in actual and physical possession of the said property, as owner thereof.
11. Since the old structure/building on the said property was dilapidated, the Thane Municipal Corporation caused to demolish the said structure/building standing on the said property by following due process of law.

12. At present there are various tenants & owners/occupants occupying the units (Shop) / flats in the said old structure/building. **Assessment Extract/** list of the tenants & owners/occupants occupying their respective commercial (Shop) units / residential flats in the said old structure/building is annexed herewith as "**Annexure – A**".
13. After acquiring the rights in the said property, the Promoters caused to prepare building plans through its Architects M/s. Ulhas Pradhan & Associates, and submitted the same for approval to the Thane Municipal Corporation (TMC).
14. After scrutinizing the documents, rights and entitlements of the Promoters herein, the Thane Municipal Corporation approved the buildings plans submitted by the Promoters under No. _____ and issued **IOD/Commencement Certificate** bearing V. P. No. _____ dated ___.2018 thereby allowing the construction of Ground floor consisting of ___ number of commercial units plus stilt plus ___ upper floors on the said property. A copy of the building plan and IOD/Commencement Certificate is annexed hereto as **Annexure – B**.
15. The Allottee has demanded from the Promoters and that the Promoters has given inspection to the Allottee/s of all the documents relating to the title, plans, specifications prepared by the Architects of the Promoters and such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Said Act**") and the Rules made thereunder.
16. The copies of the Certificate of Title issued by the Attorney at Law/Advocate, copies of the Property Card Extract showing the nature of the title of the Promoters to the said property on which, the building is to be constructed are annexed hereto as **Annexure C & D**.
17. The Allottee herein was a tenant / occupant in respect of unit / flat bearing No. ___ admeasuring _____ sq. ft. (carpet) on the ~~the~~ _____ floor of the said Structure/Building standing on the standing Property.
18. In consideration of or in lieu of the Allottee herein surrendering tenancy/occupancy rights in respect of the their respective Tenanted Premises and handing over vacant, peaceful and physical possession thereof to the Promoter herein and agreeing to pay an amount of Rs. ___/- (**Rupees _____ Only**) to the Promoters and raising his / her full co-operation for redevelopment of the said property, the Promoters have agreed to allot to the Allottee herein a residential / commercial unit admeasuring _____ sq. ft which is equivalent to _____ square meters on the ___ floor in the newly proposed building to be constructed on the said property. Accordingly, the Allottee has been offered a residential /unit bearing No. ___, having basic Carpet area admeasuring ___ sq. ft. equivalent to ___ sq. mtrs. plus Elevation Features & Service Ducts etc. area of ___ sq. ft. equivalent to ___ Sq. Mtrs., on the ___ Floor, in the proposed building to be constructed & known as "**PADMANABH**", on the said property by the Promoters

(hereinafter referred to as the "Said Flat"). The carpet area of the said unit is _____ sq. ft equivalent to _____ sq. meters, and carpet area means the net usable floor area of the said flat, excluding the area covered by external walls, areas under service shafts or veranda, but includes the area covered by the internal partition walls of the said flat.

19. The Builder/Promoters have registered the project of development/redevelopment of the said land under the provisions of the said Act with the Real Estate Regulatory Authority under registration No. _____.
20. Under S.13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said flat/unit in favour of the Allottee, being in fact these presents and to register the same.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The Promoter shall construct a building consisting of _____ plus stilt part plus _____ upper floors on the said property in accordance with the plans, designs and specifications approved by the Thane Municipal Corporation vide V. P. No. _____ dated _____ 2018. The Promoters agrees to obtain prior written consent in writing from the Allottee in respect of variations or modifications of the sanctioned plans which may adversely affect the flat/unit of the Allottee except such alteration or addition as may be required to be carried out by appropriate government authorities.
2. The Allottee hereby agrees to acquire/purchase from the Promoters and the Promoters hereby agrees to sell/allot on ownership basis, a Residential flat bearing No. _____, having basic Carpet area admeasuring _____ sq. ft. equivalent to _____ sq. mtrs. plus Elevation Features & Service Ducts etc. area of _____ sq. ft. equivalent to _____ Sq. Mtrs., on the _____ Floor, in the building proposed to be constructed & known as "PADMANABH", on the plot of land bearing City Survey No 222-B, Tika No. 10; lying, being and situate at Village Naupada, Taluka and District Thane and now within the limits of Thane Municipal Corporation; in lieu of the Allottee surrendering his/her tenancy rights and also for consideration of Rs. _____/- (Rupees _____ Only) (payable to the Promoters herein, as particularly stated in these presents.
3. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 30% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-
 - i. Rs./- (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.