

Draft Allotment Letter : Project Kanchan, Goregaon

Ref. No. KANCHAN/ / /2017

Date: _____,

2017

Sub: Allotment of Flat / Apartment No. in the building known as 'KANCHAN' under construction on Plot bearing CTS No. 97 at Pandurang Wadi, Village Pahadi, Goregaon (East), Taluka-Borivali.

Sir,

As per the discussion and your request, we are agreeable to allot you **the Flat / Apartment No. _____ on _____ Floor** in the building known as **'KANCHAN'** under construction on Plot bearing CTS No. 97 at Pandurang Wadi, Village Pahadi, Goregaon (East), Taluka- Borivali. Mumbai Suburban District. (For sake of brevity hereinafter referred to as **"the said Flat / Apartment "**).

The **said Flat / Apartment** is _____ Bed, Hall and kitchen type admeasuring about _____ **sq. ft** carpet area and it is situated on _____ **Floor** as shown on the Plan annexed hereto and bounded by Red colour boundary lines. The **Flat / Apartment** shall be allotted to you without Parking/ with one parking under the stilt of the said building.

The lump-sum cost of the **said Flat / Apartment** shall be **Rs. _____/- (Rupees _____ only), excluding Parking/ including Parking.** Out of said consideration, you have paid to us and we have received from you a sum of **Rs. _____/- (Rupees _____ only)** by Cheque No. _____ dated _____ drawn on _____ as an earnest money on allotment of the **said Flat / Apartment** and you have agreed, and undertaken to pay the balance amount of **Rs. _____/- (Rupees _____ only)** as per the progress of construction work and the payment-Schedule explained to you.

Prior to allotment of **said Flat / Apartment**, you have further agreed, undertaken and confirmed as under:-

- a. That we are redeveloping the above Plot owned by **Kanchan Co-operative Housing Society Ltd** as per development rights vested to us under the Registered Re-development Agreement dated 29th September, 2014 read with the Registered General Power of Attorney dated 29th September, 2014.
- b. That the above consideration is excluding GST and other charges, as may be applicable from time to time.
- c. You have visited the site and approved the **said Flat / Apartment** with reference to the site position.

- d. You have appraised the area of the said Apartment and consideration therefore and the same is found to be correct and duly approved by you.
- e. You have appraised the amenities to be provided to the **Flat / Apartment** in particular and the building, in general and you have accepted the same as fair and reasonable. The copy whereof is enclosed for your records.
- f. You shall enter into an Agreement for Sale in respect of **Flat / Apartment** under Section 10 of Maharashtra Real Estate Regulatory Authority (MAHA RERA) and pay necessary stamp-duty registration charges and Other Charges if any on execution of the agreement.
- g. The **Flat / Apartment** is non- transferable and in the event of cancellation, 5% of the total consideration would be deducted by us as administrative expenses.
- h. In an event, you fail to make further payment and/or enter into the Agreement for Sale, this allotment shall stand cancelled and shall be unenforceable, null and void and you shall have no claim/rights in respect of the **said Flat / Apartment** of any nature whatsoever, except to receive amount paid by you after deduction of 5% of the total consideration as administrative expenses.
- i. The probable date of completion of the project shall be _____ from the date of issue of first CC by MCGM, subject to any delay caused 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. \
 - iii. Any action/proceedings initiated by the said society or its member/s on account of disputes inter se between the members or on account of disputes with third parties/authorities hapmering/adversely affecting the development work carried out by the Developers/Promoters
 - iv. Any event/circumstance adversely affecting/ delaying performance of contractual/ statutory obligation on the part of the Developer/ Promoter in respect of the said project/ Land.

Please, confirm the acceptances of this offer on duplicate hereof.

Thanking you,

Yours truly,

I/We accept & confirm the allotment of **said Flat / Apartment No. _____** on _____ **Floor**, in the building known as '**Kanchan**' as stated herein above.

AGREEMENT FOR SALE

THIS AGREEMENT for Sale is made and entered at Mumbai on _____ day of _____, 2017.

BETWEEN

M/s. C. H. PATIL & SONS, a Registered Partnership firm, carrying on Business as Builders & Land Developers, having their office at Swagat Building, Above Mahanagar Co-op. Bank Ltd, Kastur Park, Shimpoli Road, Borivali (West), Mumbai 400 092, hereinafter called **“THE DEVELOPERS/PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the Partner or the Partners for the time being and from time to time, the survivor or survivors of them and their respective heirs, executors, administrators of such last surviving partner and assigns) of the **ONE PART.**

AND

SHRI. _____ **& SMT.** _____, Adult/s, having their present address _____ hereinafter collectively referred to as **“THE PURCHASER/ALLOTTEE/S”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in case of

individuals, his/her/their heirs, executors and legal representatives) being the party of the **OTHER PART**.

WHEREAS:

- A. Prior to 1959 one Pandharinath Pandurang Mhatre was seized, possessed of and otherwise well & sufficiently entitled to larger holding known as 'Pandurang wadi' including piece or parcel of land or ground of free hold tenure bearing Plot No. 30 of Pandurang Wadi, bearing Pahadi Survey No. 70 (part), Hissa No. 3 (part), admeasuring about 671 sq. yards equivalent to about 561 sq. meters lying, being situated at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban in Greater Mumbai area. (Herein after for sake of brevity referred to as **"said Plot"**).
- B. By and under a Deed of Conveyance dated 12th January,1959, duly registered at Serial No. BND/134 of 1959 on 22nd January,1959 with the Sub Registrar of Assurances at Bandra, aforesaid Pandharinath Pandurang Mhatre, the Vendor therein, sold, transferred and conveyed unto Sushila Kashinath Patil, the Purchasers therein the said Plot for consideration and on other terms and conditions contained therein. (Hereinafter for sake of brevity referred to as **"said conveyance dated 12th January,1959 "**).
- C. Thus by virtue of the said conveyance dated 12th January,1959, Sushila Kashinath Patil became absolute owner of all piece or parcel of land bearing Plot No. 30 of Pandurang Wadi, bearing Pahadi Survey No. 70 (part), Hissa No. 3 (part), admeasuring about 671 sq. yards equivalent about 561 sq. meters situate, lying and being at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban in Greater Mumbai area.
- D. By an Agreement for Sale dated 11th October,1965, Sushila Kashinath Patil, the Vendor therein agreed to sell to one Digambar Vishnu Bedekar the said Plot for consideration and on other terms and conditions contained therein.

- E. By an Agreement for Sale dated the 7th March,1966, Digambar Vishnu Bedekar, the Vendor therein in his turn agreed to sell the said Plot to Bhaskar Shrinivas Kalve and Ramchandra Anant Kamat, the Promoters of the proposed Kanchan Co-op. Housing Society Ltd.
- F. Pursuant thereto, the Society namely **Kanchan Co-operative Housing Society Ltd.**, is duly formed and registered at Serial No.BOM/HSR/1153 of 1966 on 28th day of March, 1966 under the provisions of the Maharashtra act XXIV of 1961) by it's 12 members having their registered office at Plot No.30, Pandurang Wadi, Road No.5, Goregaon (East), Mumbai – 400063. (Hereinafter referred to as **“the said Society”**).
- G. By and under a Deed of Conveyance dated 7th April,1966, duly registered at Serial No. 781 of 1966 on 7th April, 1966 with the Sub Registrar of Assurances at Bandra (hereinafter referred to as the **“said Deed of Conveyance dated 7th April,1966”**), Smt. Sushila Kashinath Patil, the Vendor therein, sold, transferred and conveyed unto **the said society**, the Purchaser therein all that piece or parcel of land or ground of free hold tenure bearing Plot No. 30 of Pandurang Wadi, bearing Pahadi Survey No. 70 (part), Hissa No. 3 (part), admeasuring about 671 sq. yards equivalent about 561 sq. meters situate, lying and being at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban in Greater Mumbai area and on the various terms and conditions contained therein. Digambar Vishnu Bedekar, joined as the First Confirming Party to the aforesaid deed of conveyance dated 7th April,1966 and the Promoters Bhaskar Shrinivas Kalve and Ramchandra Anant Kamat, joined as the Second Confirming Party to the aforesaid deed of conveyance dated 7th April,1966.
- H. Thus by virtue of the said Deed of the Conveyance dated 7th April,1966, **Kanchan Co-operative Housing Society Limited**, the said Society herein became the absolute owner of all piece or parcel of land bearing Plot No. 30 of Pandurang Wadi, bearing Pahadi Survey No. 70 (part), Hissa No. 3 (part), admeasuring about 671 sq. yards equivalent about 561 sq. meters situate, lying and being at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban in Greater Mumbai area.

- I. The said Society and its members thereafter decided to develop and construct a building on the said Plot by allotting construction contracts and therefore decided to raise finance and/or funds by mortgaging the said Plot more particularly described in the First Schedule hereunder written.
- J. Pursuance thereof, by Deed of Indenture of Mortgage dated 12th August, 1967, duly registered at Serial No. BND/1797 of 1967 on 12th August, 1967 with the Sub-Registrar of Assurances, Bandra, the Society mortgaged the said Plot to one Moreshwar Vishnu Paranjape and Madhav Bhalchandra Paranjape and raised the funds of Rs.30,000/- (Rupees Thirty Thousand only) on other terms and conditions contained therein. (Herein after referred to '**said Mortgagees**').
- K. The said Society thereafter obtained necessary approvals from Municipal Corporation of Greater Mumbai (In short, '**MCGM**'), and completed the building consisting 12 Flats on the said Plot in or around the year 1966-67 and since then all the members of the said Society are in peaceful use, occupation and possession of their respective Flats in the said building. (Hereinafter respectively referred to as, '**said Plot**' and '**the said earlier building**' and collectively referred to as, '**the said Property**').
- L. On repayment of entire loan amount of Rs.30,000/- together with the interest accrued thereon by the said Society to said Mortgagees, the said Mortgagees vide Re-Conveyance dated 4th September, 1972 re-conveyed in favour of the said Society the said Plot No. 30 of Pandurang Wadi, bearing Pahadi Survey No. 70 (part), Hissa No. 3 (part), admeasuring about 671 sq. yards equivalent about 561 sq. meters situate, lying and being at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban in Greater Mumbai area. The aforesaid Deed of Release dated 4th September, 1972, registered under Serial No. BND/1836/1972 on 24th October, 1972 with the Sub Registrar of Assurances at Bandra.

M. The earlier building was constructed in or about year 1966-67 and was in a dilapidated condition due to passage of time. Major repairs carried out subsequently did not last for a long time and the present condition of the earlier building had deteriorated substantially. The earlier building requires major structural repairs involving huge expenditure which all the members are not in a financial position to afford. Even such major repairs will not enhance the life of the structure of the earlier building substantially. Even internal repairs will not last due to the severely deteriorated condition of internal membranes of the structure. Any further delay in repairing the earlier building will cause danger to the life and property of members of the said society. All members have also expressed their desire to have additional area, in view of their expanded family requirements.

N. As the members of the said Society do not possess required expertise in the matter of re-development, they have unanimously decided to engage the services of a reputed developer for demolition of the earlier building and construction of a new building on the said Plot. For the said purposes, the said Society appointed one committee and also appointed **M/s. Kalakruti Architects and Planners** as 'Project Management Consultants' (In short "**said PMC**").

O. The members of the said Society in the Special General Body Meeting held on 6th January, 2013 unanimously consented and passed resolution to demolish the earlier building and re-construct a new building thereon by utilizing existing plot FSI, FSI for Road set back, using premium FSI, loading TDR from open market and also consuming Fungible FSI as per the provisions of revised Development Control Regulations as suggested by the said PMC.

P. After following due procedure, in the Special General Body Meeting held on 23rd February, 2014 the members of the said Society unanimously approved the offer from the Developers **M/s. C H Patil & Sons**, the Developers/Promoters herein for the re-development of the said property and the said Society and their members unanimously passed a resolution in the above meeting to appoint **M/s. C H Patil & Sons**, the Developers/Promoters herein to redevelop the said property after demolishing the earlier building by entering into the Agreement for Re-Development. The representative of the

Deputy Registrar of Co-operative Societies R-Ward has attended the said Special General Body Meeting held on 23rd February, 2014 and thus the said Society has duly complied with the guidelines issued by the Govt. under Section 79A of the MCS Act, 1960. The consent given by the Office of Deputy Registrar vide their letter No. Mumbai/P-Vibhag/ Punarvikas /2050/2014 dated 28th February 2014 to appoint **M/s. C H Patil & Sons** as Developers/Promoters for redevelopment of the said Society building is annexed hereto and marked as **'ANNEXURE: A'**.

Q. In furtherance thereof, by and under the Re-Development Agreement dated 29th September, 2014, the said Society granted absolute right to **M/s. C. H. Patil & Sons**, the Developers/Promoters herein to re-develop the said property for the consideration and on other terms and conditions contained therein. (Hereinafter for sake of brevity referred to as **'said Re-Development Agreement.'**)

R. The said Re-Development Agreement is registered before the Sub-Registrar of Assurances at Borivali under document No. BaRaLa-2-7170 /2014 dated 30th September, 2014 and the Developers/Promoters herein have duly paid aggregate amount of Rs.15,94,000/- towards stamp-duty and registration charges thereon. The copy of Index-II is annexed herewith and marked as **Annexure- B.**

S. The Society also executed the Irrevocable General Power of Attorney on 29th September, 2014, duly registered before the Sub-Registrar of Assurances at Borivali, under document No. BaRaLa-2-7170/2014 dated 30th September, 2014, in favour of **Shri Amit Chintaman Patil** and **Shri Rohit Chintaman Patil**, the Partners of **M/s. C H Patil & Sons**, the Developers/Promoters herein individually and/or severally for effectuate development of the said property and to do all necessary things, deeds and acts for demolition of the said earlier building, commencement of construction work of new building and sell the Flats (Flat/Apartments) allotted to their share to the prospective Buyers/Allottees as the Developers/Promoters may think fit and proper and apportionate consideration therefore. (Herein after for sake of brevity referred to as **'said Power of Attorney'**).

T. At the time of the said Agreement for Redevelopment, the Society inter-alia declared and represented to the Developers/Promoters as under:

- a. The area of said Plot as per deed of conveyance 7th April, 1966 is 671 sq. yards equivalent about 561 sq. meters or thereabout.
- b. The area of the said Plot as per the Property Registration Card is 526.60 sq. meters after acquisition of 35.90 sq. meters for Road widening.
- c. The Society has used and utilized FSI for 35.60 sq. meters or thereabout for the land acquired for 30'-00 wide Road on Western side of the said property.
- d. The Society has not received any notice for further acquisition of any plot area for road widening from MCGM and/or any other Competent Authorities till the date.
- e. The area utilized and/or enjoyed by the existing Society members in existing 12 Flats is 5487 sq. feet carpet area in aggregate.
- f. The each of its member has accepted the carpet area of Flat mentioned in the above conveyance deed as fair and correct.
- g. The members in the Special General Body Meeting held on 6th January, 2013 unanimously consented and passed resolution to demolish existing building and re-construct new building thereon by utilizing existing plot FSI, FSI for Road set back, using premium FSI, loading TDR from open market and also consuming Fungible FSI as per the provisions of revised Development Control Regulations.

U. The said Redevelopment Agreement inter-alia provides that the new building shall be constructed on the said Plot using inherent FSI of the said Plot, FSI for Road set-back (if any), premium FSI and/or loading additional FSI as 'TDR' from open market and also utilizing fungible FSI as per modified Development Control Regulations of Greater Mumbai, 1991 amended from time to time.

V. The said Re-Development Agreement inter-alia provided that **M/s. C. H. Patil & Sons**, the Developers/Promoters herein on demolition of the earlier building shall construct the new residential building consisting Stilt and 11 Upper Floors with :-

- i] 2 Flats(Flat/Apartments) on each Floor from 2nd to 6th Floor and from 8th to 11th Floor,

ii] 1 Flat (Flat/Apartment), Society Office and Fitness Centre on 1st Floor,

iii] 2 Flats (Flat/Apartments) and Refugee Area on 7th Floor with altogether 21 Flats (Flat/Apartments). The Developers/Promoters shall reserve 12 Flats (Flat/Apartments) in the building for the said Society and shall not allot and/or sell those 12 Flats (Flat/Apartments), which are already allotted to the Society members as per list annexed hereto and marked as, **Annexure-‘C’**. Further, the Developers/Promoters shall be entitled to retain, own and/or sell remaining 9 Flats (Flat/Apartments) in the newly constructed building and apportionate entire consideration thereof. The list of the Flats (Flat/Apartments) to the Developers/Promoters share is annexed hereto and marked as, **Annexure-‘D’**.

W. The Office of District Land Records re-numbered and/or allotted the said Plot No.30, Survey No. 70 (part), Hissa No. 3 (part) as CTS No. 97 showing the area of said Plot as 526.60 sq. meters after acquisition of 35.90 sq. meters for road widening. Annexed hereto and marked as **Annexure : E** is relevant Property Registration Card showing name of the said Society as ‘Holder’ and related plan of the said Plot.

X. The Development Plan remarks issued by MCGM vide their letter No. CHE/753/DPWS/R dated 26th August, 2010 indicates that the said Plot is falling under the Residential zone.

Y. The Developers/Promoters’ Advocate Shri Vasant Dhawan, Advocate High Court, having his office at Gupta Niwas, 2nd Floor, Panch Rameshwar Road, Kisan Nagar-1, Wagle Estate, Thane 400 604 has certified that the title of the said Property is clear and marketable and free from encumbrances and reasonable doubts and by virtue of the said Development Agreement, the development rights of the said Property stands in favour of the Developers/Promoters herein. A copy of the title certificate dated 15th October, 2015 is annexed hereto and marked as: **Annexure-‘F’**.

Z. The Developers/Promoters have appointed M/s. Kalakruti Architects and Planners, who are duly registered with the Council of Architects, as the Architects for preparation of building plans and obtaining approval/permissions/sanctions from the concerned authorities. The

Developers/Promoters also appointed Shri Kaivant C. Shah as Structural Engineers for preparation of the structural design and drawings of the new building and the new building will be duly completed by the Developers/Promoters under the professional supervision of the Architect and the structural Engineer till the completion of the building. (Herein after respectively referred to as, **'the said Architects'** and **'said Engineers'**).

AA. The Developers/Promoters have proposed to demolish existing building and construct the new residential building consisting Stilt and 11 Upper Floors with 2 Flats/Flat/Apartments on each Floor from 2nd to 6th Floor and from 8th to 11th Floor. 1 Flats/Flat/Apartment, Society Office and Fitness Center on 1st Floor. 2 Flats/Flat/Apartments and Refugee Area on 7th Floor consisting all together 21 Flats/Flat/Apartments consuming basic F.S.I. of the said Plot, premium FSI, FSI of Road set back, if any, Transfer of Development Rights (TDR) to be loaded from open market and also fungible FSI as per modified Development Control Regulation of Greater Mumbai, 1991 on the Plot of land bearing CTS No. 97 admeasuring 526.60 sq. meters or thereabout after acquisition of 35.90 sq. meters for Road widening with the building standing thereon lying, being and situated at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District and more particularly described in the **First Schedule** herein under written. (Hereinafter referred to as "**the said Project Land**").

BB. On submission of the building plans, MCGM approved the plans for the construction of the building and issued Intimation of Disapproval of Plans (IOD) under reference No. CHE/WS/II/0590/P/337 (New) of 2014-2015 on 7th September, 2015 under section 346 of the Mumbai Municipal Corporation Act. The copy of IOD issued by MCGM is annexed hereto and marked as **Annexure: G.**

CC. On getting vacant and peaceful possession of the earlier building from the Society, the Developers/Promoters demolished the earlier building and commenced the construction work of the new building as per commencement certificate (C C) issued under reference No. No.CHE/ WS/II/0590/P/337 (New) of 2014-2015 on 1st

March,2016 by MCGM. The copy of Commencement Certificate is annexed hereto and marked as **Annexure- H.**

DD. While sanctioning the above 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 Developers/Promoters 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. MCGM has also laid down following terms, conditions, stipulations and restrictions, which the Purchaser/s (Purchaser/Allottee/s) has/have to observe and perform.

- a. That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- b. That the Purchaser/s (Purchaser/Allottee/s) agree for no objection for the neighbourhood development with deficient open space in future.
- c. That the Purchaser/s (Purchaser/Allottee/s) will not held M.C.G.M. liable for failure of mechanical Parking system / car lift in future.
- d. That the Purchaser/s (Purchaser/Allottee/s) will not hold M.C.G.M. liable for the proposed inadequate / sub standard sizes of rooms in future and complaints of whatsoever nature will not be made in future.
- e. That there is inadequate maneuvering space of car parking and the Purchaser/s (Purchaser/Allottee/s) will not make any complaint to M.C.G.M. in this regard in future.

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

FF. The Developers/Promoters declare and confirm that the said Re-Development Agreement and said Specific Power of Attorney is valid, subsisting, in full force and binding upon the parties thereto and hereto.

GG. The Developers/Promoters hereinabove declare and confirm that the Developers/Promoters have licenses to enter the project land for completion of the project as provided in the said Re-Development Agreement and said Irrevocable General Power of Attorney.

HH. By virtue of the said Redevelopment Agreement read with the said Power of the Attorney, the Developers/Promoters are entitled and enjoined upon to demolish the said earlier building, construct new building/s on the project land in accordance with the plan approved and sanctioned by MCGM and have sole and exclusive right to retain, own and/or sell the Flats/Flat/Apartments allotted to their Share in the said new building under construction on the project land and to enter into Agreement/s with the Purchaser/Allottee/s of the said Flats/Flat/Apartment and to receive the sale consideration in respect thereof;

II. The Developers/Promoters have registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (In short, "**the said Act**") with the Real Estate Regulatory Authority at _____ No _____; authenticated copy of registration is attached in **Annexure 'I'**;

JJ. The Developers/Promoters have duly given inspection to the Purchaser/Allottee/s of all the documents of title relating to the project land and have annexed hereto the authenticated copies of the relevant documents of title relating to the project land and the plans etc as per annexure as detailed below:

Annexure No.

- | | |
|---|-----|
| (a) Copy of Permission from the Assistant Registrar of Co-operative Societies. | (A) |
| (b) Copy of Index-II for Registration of Agreement for Re-Development | (B) |
| (c) List of Flat/Apartments for the existing Members of the Society | (C) |
| (d) List of Flat/Apartments to the Developers/Promoters Share for sell, own and/or retain | (D) |
| (e) Property Card and Plan | (E) |
| (f) Copy of Certificate of Title issued by the Advocate Shri Vasant Dhavan. | (F) |

- (g) I. O. D. issued by MCGM (G)
- (h) Commencement Certificate (C. C.)
issued by MCGM. (H)
- (i) Copy of the certificate for Registration of the
Project under RERA. (I)
- (j) The request letter by the Purchaser/Allottee/s
for allotment of Flat/Apartment and allotment
letter issued to the Purchaser/Allottee/s
by the Developers/Promoters. (J)
- (k) Copy of the Related Floor Plan of the building (K)
- (l) List of Amenities to be provided to the
building in general and Flat/Apartment
in particular (L).

KK. The Purchaser/Allottee/s has/have approached and requested the Developers/Promoters for allotment of **Flat/Apartment No. _____** on _____ Floor admeasuring about _____ sq. feet equivalent to about _____ sq. meters Carpet area together with one Car parking Space (open, Mechanical/ Stack Parking) in the new building known as **“KANCHAN”** under construction on the said Plot more particularly described in the First Schedule herein under written.

LL. The carpet area of the said Flat/Apartment is _____ square meters and **"carpet area"** means the net usable floor area of the Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/Allottee/s, but includes the area covered by the internal partition walls of the Flat/Apartment as defined under S. 2(k) of the said Act and Circular No. 4/2017 dated 14/06/2017 issued by MahaRERA.

MM. Before allotment of the above Flat/Apartment to the Purchaser/Allottee/s, The Developers/Promoters have made known to the Purchaser/Allottee/s that the Developers/Promoters are redeveloping the said project land owned by **Kanchan Co-op, Housing Society Ltd** as provided in the said Re-Development Agreement and on all such terms and conditions regarding development of the said Project Land.

NN. The Purchaser/Allottee/s has/have demanded and the Developers/Promoters have given to the Purchasers/Allottees inspection of all the documents of title relating to the project land, Re-Development Agreement/the Power of Attorney, relevant Orders, approval and the plans, designs and specifications prepared of the Flat/Apartment and of such other documents which are annexed hereto and also specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder;

OO. On fully satisfying, the Purchaser/Allottee/s applied for the allotment of the above Flat/Apartment and the Developers/Promoters has issued to the Purchaser/Allottee/s a allotment letter in respect of above Flat/Apartment and now the Allottees intend to enter into the Agreement for Sale. The application and/or request letter by the Purchaser/Allottee/s and allotment letter issued by the Developers/Promoters to the Purchaser/Allottee/s is collectively annexed herewith and marked as **Annexure: J.**

PP. 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;

QQ. Prior to the execution of these presents the Purchaser/Allottee/s has/have paid to the Developers/Promoters a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Flat/Apartment agreed to be sold by the Developers/Promoters to the Purchaser/Allottee/s as Earnest money (the payment and receipt whereof the Developers/Promoters doth hereby admit and acknowledge) and the Purchaser/Allottee/s has/have agreed to pay to the Developers/Promoters the balance of the sale consideration in the manner hereinafter appearing.

RR. Under section 13 of the said Act the Developers/Promoters are required to execute a written Agreement for sale of said Flat/Apartment with the Purchaser/Allottee/s, being in fact these presents and also to register said Agreement under the Registration

Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers/Promoters hereby agrees to sell and the Purchaser/Allottee/s hereby agrees to purchase the Flat/Apartment and the parking (if applicable).

SS. The Developers/Promoters are now entering into similar separate agreements for sale with the other Prospective buyers of Flat/Apartment/s to their share as stated hereinabove.

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

2. The recitals recorded in these presents shall be deemed to form integral part of this Agreement by incorporation as if the same are set out in the body of this Agreement and both the parties hereto are deemed to have recorded, repeated and confirmed the recitals recorded hereinabove.
3. The Developers/Promoters has proposed to demolish existing building and construct the new residential building to be known as, **“KANCHAN”** consisting Stilt and 11 Upper Floors with 2 Flat/Apartments on each Floor from 2nd to 6th Floor and from 8th to 11th Floor, 1 Flat/Apartment, Society Office and Fitness Centre on 1st Floor, 2 Flat/Apartments and Refugee Area on 7th Floor consisting all together 21 Flat/Apartments consuming basic F.S.I. of the said Plot, premium FSI, FSI of Road set back (if any), Transfer of Development Rights (TDR) to be loaded from open market and also fungible FSI as per modified Development Control Regulations of Greater Mumbai, 1991 on the Project Land bearing CTS No. 97 admeasuring 526.60 sq. meters or thereabout lying, being and situated Village Pahadi, Taluka Borivali in accordance with the plans, designs and specifications as approved by MCGM from time to time. Provided that the Developers/Promoters shall have to obtain prior consent in writing of the Purchaser/Allottee/s in respect of variations or modifications which may adversely affect the Flat/Apartment of the Purchaser/Allottee/s except any alteration or addition required by MCGM and/or any Government authorities or due to change in law.
4. The Purchaser/Allottee/s hereby agrees to purchase from the Developers/Promoters and the Developers/Promoters hereby agrees to

sell to the Purchaser/Allottee/s **Flat/Apartment No.** _____ of the type _____ of carpet area admeasuring _____ sq. metres on _____ Floor in the building, "**KANCHAN**" (hereinafter referred to as "**the said Flat/Apartment** ") as shown in the Floor plan thereof hereto annexed and marked **Annexure: K** for the lump-sum consideration of Rs.(Rupees _____ only) including Rs. (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the List of amenities annexed herewith. (the price of the Flat/Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

5. The Purchaser/Allottee/s hereby agrees to purchase from the Developers/Promoters and the Developers/Promoters hereby agrees to sell to the Purchaser/Allottee/s parking spaces bearing No. ____ situated at _____ under stilt area of the building being constructed in the layout for the consideration of Rs. _____/-. (Rupees _____ only).
6. The total aggregate consideration amount for the Flat/Apartment including Stilt Parking spaces is thus Rs._____/ - (Rupees _____ only)
7. The Purchaser/Allottee/s has/have 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 earnest money and hereby agrees to pay to that Developers/Promoters the balance amount of Rs (Rupees) as per the progress of construction work and Mode of Payment annexed hereto and marked as **Annexure AA.**
8. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers/Promoters by way of Goods and Service Tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developers/Promoters) up to the date of handing over the possession of the said Flat/Apartment. The Allottees shall pay additional amount

over and above the consideration of the said Flat/Apartment towards GST and/or any such taxes, as may be applicable as per rules and regulations by the Competent Authorities/Government from time to time. Further, The Allottees shall deduct 1% or such applicable TDS under the provision of Section 194 IA of Income Tax Act, 1960 from each and every payments to the Developers/Promoters in respect of the said Flat/Apartment and pay same on behalf of the Developers/Promoters to Income Tax Authorities within stipulated time and submit Form-16B (TDS Certificate) to the Developers/Promoters Office for having paid such amount to the Income-Tax Department.

9. 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 Developers/Promoters undertakes and agrees that while raising a demand on the Purchaser/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers/Promoters 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 Purchaser/Allottee/s, which shall only be applicable on subsequent payments.
10. The Developers/Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/Allottee/s 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 Purchaser/Allottee/s by the Developers/Promoters.
11. The Developers/Promoters shall confirm the final carpet area that has been allotted to the Purchaser/Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers/Promoters. If there is any reduction in the carpet area within the defined limit then Developers/Promoters

shall refund the excess money paid by Purchaser/Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee/s. If there is any increase in the carpet area allotted to Purchaser/Allottee/s, the Developers/Promoters shall demand additional amount from the Purchaser/Allottee/s 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 3 of this Agreement.

12. The Purchaser/Allottee/s authorizes the Developers/Promoters 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 Developers/Promoters may in its sole discretion deem fit and the Purchaser/Allottee/s undertakes not to object/demand/direct the Developers/Promoters to adjust his payments in any manner.
13. The Developers/Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Apartment to the Purchaser/Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said building.
14. Time is essence for the Developers/Promoters as well as the Purchaser/Allottee/s. The Developers/Promoters shall abide by the time schedule for completing the project and handing over the said Flat/Apartment to the Purchaser/Allottee/s and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee/s 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 Developers/Promoters as provided in clause 3 herein above. ("Payment Plan").
15. The Developers/Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Developers/Promoters has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by

implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers/Promoters has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser/Allottee/s has agreed to purchase the said Flat/Apartment based on the proposed construction and sale of Flat/Apartments to be carried out by the Developers/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers/Promoters or by the Society and the Developers/Promoters, as per provision of said Redevelopment Agreement *ibid*.

16. If the Developers/Promoters fails to abide by the time schedule for completing the project and handing over the said Flat/Apartment to the Purchaser/Allottee/s, the Developers/Promoters agrees to pay to the Purchaser/Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/Allottee/s agrees to pay to the Developers/Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee/s to the Developers/Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee/s to the Developers/Promoters.
17. Without prejudice to the right of Developers/Promoters to charge interest in terms of clause 15 above, on the Purchaser/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/Allottee/s to the Developers/Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee/s committing three defaults of payment of instalments, the Developers/Promoters shall at his own option, may terminate this Agreement:

Provided that, Developers/Promoters shall give notice of fifteen days in writing to the Purchaser/Allottee/s, by Registered Post AD at the address provided by the Purchaser/Allottee/s and mail at the e-mail address provided by the Purchaser/Allottee/s, 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 Purchaser/Allottee/s fails to rectify the breach or breaches mentioned by the Developers/Promoters within the period of notice then at the end of such notice period, Developers/Promoters shall be entitled to terminate this Agreement.

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

18. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particular brand, or price range (if unbranded) to be provided by the Developers/Promoters in the said building and the Flat/Apartment as are set out in **Annexure-L**, annexed hereto.
19. The Developers/Promoters shall give possession of the Flat/Apartment to the Purchaser/Allottee/s on or before _____ day of _____ 20____. If the Developers/Promoters fails or neglects to give possession of the Flat/Apartment to the Purchaser/Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developers/Promoters shall be liable on demand to refund to the Purchaser/Allottee/s the amounts already received by him in respect of the Flat/Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developers/Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Developers/Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment on the aforesaid date, if the completion of building in which the Flat/Apartment is to be situated is delayed on account of -
 - i. war, civil commotion or act of God ;
 - ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - iii. Any action/proceedings initiated by the said society or its member/s on account of disputes inter se between the

members or on account of disputes with third parties/authorities hampering/adversely affecting the development work carried out by the Developers/Promoters

iv. Any event/circumstance adversely affecting/delaying performance of contractual/ statutory obligation on the part of the Developer/ Promoters in respect of the said Project/Land.

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

21. The Purchaser/Allottee/s shall take possession of the Flat/Apartment within 15 days of the written notice from the Developers/Promoters to the Purchaser/Allottee/s intimating that the said Flat/Apartment is ready for use and occupancy:

22. **Failure of Purchaser/Allottee/s to take Possession of Flat/Apartment:** Upon receiving a written intimation from the Developers/Promoters as per clause 19, the Purchaser/Allottee/s shall take possession of the said Flat/Apartment from the Developers/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers/Promoters shall give possession of the said Flat/Apartment to the Purchaser/Allottee/s. In case the Purchaser/Allottee/s fails to take possession within the time provided in clause 20 such Purchaser/Allottee/s shall continue to be liable to pay maintenance charges as applicable.

23. If within a period of five years from the date of handing over the Flat/Apartment to the Purchaser/Allottee/s, the Purchaser/Allottee/s brings to the notice of the Developers/Promoters any structural defect in the Flat/Apartment or the building in which the Flat/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 Developers/Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee/s shall be entitled to receive from the Developers/Promoters, compensation for such defect in the manner as provided under the Act. However, in an event, such structural defect/s is/are attributable to the internal and/or external works/modifications/structural changes carried out by the Purchaser/Allottee/s in his/her/their/its Flat/Apartment, the Promoters shall not be responsible and/or liable for the same in any manner whatsoever.
24. The Purchaser/Allottee/s shall use the Flat/Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space, if any allotted, only for purpose of keeping or parking his/her/their own vehicle.
25. Within 15 days after notice in writing is given by the Developers/Promoters to the Purchaser/Allottee/s that the Flat/Apartment is ready for use and occupancy, the Purchaser/Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Such charges shall be paid by the Allottees to the Society viz. **Kanchan Co-op. Housing Society Ltd.** The Purchaser/Allottee/s further agrees that till the Purchaser/Allottee/s's share is so determined the Purchaser/Allottee/s shall pay to the Society provisional monthly contribution of Rs. per month towards the outgoings
26. On full and final payment to the Developers/Promoters and the possession of the said Flat/Apartment, the Purchaser/Allottee/s shall apply to the Society for the membership and pay necessary entrance

fees and apply to existing **Kanchan Co-Operative Housing Society Limited** for admission as the member of the Society and also covenant to observe and perform all the rules and regulations which the Society has adopted at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the said Flat/Apartment therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authority, and/or Government and/or other public authority. The Purchaser/Allottee/s shall also observe all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat/Apartment in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him/her/them in accordance with the terms of this agreement.

27. The Purchaser/Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Developers/Promoters, the following amounts :-

- i. Rs. for share money, application entrance fee of **Kanchan Co-Operative Housing Society Limited**.
- ii. Rs. to **Kanchan Co-Operative Housing Society Limited** for proportionate share of taxes and other charges/levies
- iii. Rs. to **Kanchan Co-Operative Housing Society Limited** for deposit towards provisional monthly contribution towards outgoings expenses.
- iv. Rs..... Towards proportionate development charges.
- v. Rs..... For Deposit towards legal charges for documentation etc.
- vi. Rs..... For charges towards electrical cable, services connection and Sub Station provided in Layout
- vii. Rs. _____ being total amount payable as above.

28. Until the Society admit the Purchaser/Allottee/s as the member of the Society, the Purchaser/Allottee/s shall pay to the Developers/Promoters such proportionate share of outgoings as may be determined. The Purchaser/Allottee/s further agrees that till the

Flat/Apartment Allottees' share is so determined, the Purchaser/Allottee/s shall pay to the Developers/Promoters provisional monthly contributions @ Rs.____ per square feet carpet area per month towards the said outgoings in respect of Residential Flat/Apartments. The amounts so paid by the Purchaser/Allottee/s to the Developers/Promoters shall not carry any interest and remain with the Developers/Promoters and on deduction of expenses, balance, if any shall be passed on to the Society on admission of the Purchaser/Allottee/s as the Member of the Society. Unless the Purchaser/Allottee/s has/have deposited with the Developers/Promoters an amount calculated as above by way of provisional deposit, for the initial period of six months from the date of the said Flat/Apartment being ready for possession, towards the aforesaid outgoings, (as stated in clause:27 (iii)herein above) the Developers/Promoters shall not be bound to hand over the possession of the said Flat/Apartment to the Purchaser/Allottee/s. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills for the Allottee's Flat/Apartment. The Purchaser/Allottee/s shall be liable to pay electricity bills of the individual meters separately. Till the building is handed over to the Society, the Developers/Promoters shall themselves look after the maintenance of the said Plot and said building. If it is found by the Developers/Promoters that the said deposit is not adequate or it is likely to be finished soon, the Developers/Promoters shall have a right to demand the payment of additional deposit from the Purchaser/Allottee/s, and the Purchaser/Allottee/s hereby agrees to meet such requisitions immediately without protest. However, as soon as possible the Developers/Promoters shall hand over building to the Society together with the account of expenses so together with surplus, if any. The Society thereafter shall be responsible for looking after the said building and said Plot and operate the bank account. Thereafter, the managing committee of the society to decide about the quantum of monthly contributions towards maintenance charges etc.

29. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS/PROMOTERS:**

The Developers/Promoters hereby represents and warrants to the Purchaser/Allottee/s as follows:

- i. By virtue of the Redevelopment Agreement dated 25th September, 2014 read with Irrevocable General Power of

Attorney on 25th September, 2014, The Developers/Promoters are redeveloping the Project Land owned by **Kanchan Co-Operative Housing Society Limited**.

- ii. The Developers/Promoters 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 licence and/or permission by the Society to carry out development upon the project land for the implementation of the Project;
- iii. The Developers/Promoters 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;
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. 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;
- vi. 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 Developers/Promoters 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 Developers/Promoters 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 Purchaser/Allottee/s created herein, may prejudicially be affected;
- vii. The Developers/Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Apartment

which will, in any manner, affect the rights of Purchaser/Allottee/s under this Agreement;

- viii. The Developers/Promoters confirms that the Developers/Promoters is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Purchaser/Allottee/s in the manner contemplated in this Agreement;
 - ix. On completion of the project, the Developers/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society as provided in the said Re-development Agreement *ibid*;
 - x. The Developers/Promoters 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 Developers/Promoters in respect of the project land.
30. The Purchaser/Allottee/s/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Apartment may come, hereby covenants with the Developers/Promoters as follows :-
- i. To maintain the Flat/Apartment at the Purchaser/Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Apartment is situated and the Flat/Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the

Flat/Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat/Apartment is situated or the Flat/Apartment on account of negligence or default of the Purchaser/Allottee/s in this behalf, the Purchaser/Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Developers/Promoters to the Purchaser/Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/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 Purchaser/Allottee/s committing any act in contravention of the above provision, the Purchaser/Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Apartment without the prior written permission of the Developers/Promoters and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Apartment is situated or any part thereof or

whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the project land and the building in which the Flat/Apartment is situated.
- vii. Pay to the Developers/Promoters his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Apartment by the Purchaser/Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment until all the dues payable by the Purchaser/Allottee/s to the Developers/Promoters under this Agreement are fully paid up.
- x. The Purchaser/Allottee/s shall observe and perform all the rules and regulations which the Society may adopt 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 said Flat/Apartment 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 Purchaser/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. The Purchaser/Allottee/s shall permit the Developers/Promoters 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.

31. 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/Apartment or of the said Plot and Building or any part thereof. The Purchaser/Allottee/s shall have no claim save and except in respect of the said Flat/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, common staircases, terraces recreation spaces, will remain the property of the Developers/Promoters until the said structure of the building is handed over to the Society.
32. The Developer/Promoter shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit (if any) and shall utilize the amounts only for the purposes for which they have been received.
33. **DEVELOPERS/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Developers/Promoters executes this Agreement they shall not mortgage or create a charge on the said Flat/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 Purchaser/Allottee/s who has taken or agreed to take such Flat/Apartment
34. **BINDING EFFECT** Forwarding this Agreement to the Purchaser/Allottee/s by the Developers/Promoters does not create a binding obligation on the part of the Developers/Promoters or the Purchaser/Allottee/s until, firstly, the Purchaser/Allottee/s 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 Purchaser/Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developers/Promoters. If the Purchaser/Allottee/s fails to execute and deliver to the Developers/Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the

Developers/Promoters, then the Developers/Promoters shall serve a notice to the Purchaser/Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee/s, application of the Purchaser/Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/Allottee/s without any interest or compensation whatsoever.

35. **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/Apartment/plot/building, as the case may be.
36. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.
37. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE/S / SUBSEQUENT PURCHASER/ALLOTTEE/SS:** 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 Purchaser/Allottee/s of the Flat/Apartment in case of a transfer, as the said obligations go along with the Flat/Apartment for all intents and purposes.
38. **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.

39. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Purchaser/Allottee/s has to make any payment, in common with other Purchaser/Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat/Apartment to the total carpet area of all the Flat/Apartment in the Project.
40. **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.
41. **PLACE OF EXECUTION** The execution of this Agreement shall be complete only upon its execution by the Developers/Promoters through its authorized signatory at the Developers/Promoters' Office, or at some other place, which may be mutually agreed between the Developers/Promoters and the Purchaser/Allottee/s, in after the Agreement is duly executed by the Purchaser/Allottee/s and the Developers/Promoters 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**.
42. The Purchaser/Allottee/s and/or Developers/Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers/Promoters will attend such office and admit execution thereof.
43. That all notices to be served on the Purchaser/Allottee/s and the Developers/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee/s or the Developers/Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Developers/Promoters:

M/s C H Patil & Sons

(Developers/Promoters Address)

Notified Email ID: _____

Name of Purchaser/Allottee/s:

Purchaser/Allottee/s' Address:

Notified Email ID: _____

It shall be the duty of the Purchaser/Allottee/s and the Developers/Promoters 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 Developers/Promoters or the Purchaser/Allottee/s, as the case may be.

44. **JOINT PURCHASER/ALLOTTEE/S:** That in case there are Joint Purchaser/Allottee/s all communications shall be sent by the Developers/Promoters to the Purchaser/Allottee/s, 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 Purchaser/Allottee/s.
45. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee/s alone.
46. **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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
47. **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.

THE FIRST SCHEDULE HEREINABOVE REFFERRED TO :

ALL THAT piece or parcel of land or ground of free hold tenure bearing CTS No. 97 admeasuring 526.60 sq. meters or thereabout after acquisition of 35.90 sq. meters for Road widening with the building standing thereon lying, being and situated at Pandurang Wadi Village Pahadi, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District in Greater Mumbai area.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

A **Flat/Apartment No.** ____ on ____ Floor admeasuring about ____ sq. feet equivalent to about ____ sq. meters Carpet area (inclusive of Balcony and fungible) in the building known as '**Kanchan**' under construction on CTS Plot No. 97 lying, being situated at Village Pahadi, Goregaon (East), Taluka Borivali, Mumbai Suburban District in Greater Mumbai area.

Together with Parking No. ____ under Stilt/open Space of the Building known as, "**Kanchan**".

IN WITNESS WHEREOF the parties hereto have put their hands and seals to this Agreement for Sale on the day and date herein above appearing.

SIGNED, SEALED AND DELIVERED)

By within name Developers/Promoters

M/S. C H PATIL & SONS)

Through the hands of their Partner)

SHRI. _____)

In presence of:

SIGNED, SEALED AND DELIVERED)

By within name Purchaser/Allottee/s

1) Shri. _____)

2) Smt. _____)

In presence of –

1.

R E C E I P T

RECEIVED with thanks from the within named Shri/Smt. _____
_____ a sum of **Rs.**_____ **(Rupees _____only)**
being part payment out of total consideration vide Cheque No. _____ dated
_____ drawn on _____ Bank as stated herein above,

Witness--

MODE OF PAYMENT

The Purchaser/Allottee/s agree/s and undertake to pay to the Developers/Promoters balance consideration and/or amount of purchase price of **Rs. _____/- (Rupees _____ only)** in respect of aforesaid Flat/Apartment in the following manner:

- i. Amount of Rs...../- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Developers/Promoters after the execution of Agreement.
- ii. Amount of Rs...../- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Developers/Promoters on completion of the Plinth of the building or wing in which the said Flat/Apartment is located.
- iii. Amount of Rs...../- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Developers/Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Apartment is located.
- iv. Amount of Rs...../- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Developers/Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Apartment.
- v. Amount of Rs...../- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Developers/Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Apartment.
- vi. Amount of Rs...../- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Developers/Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Apartment is located.
- vii. Amount of Rs...../- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Developers/Promoters 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/Apartment is located.

- viii. Balance Amount of Rs...../-(Rupees _____ only) against and at the time of handing over of the possession of the Flat/Apartment to the Purchaser/Allottee/s on or after receipt of occupancy certificate or completion certificate.

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

DATED ____ DAY of _____, 2017

BETWEEN

M/S. C. H. PATIL & SONS

--Developers/Promoters.

AND

Shri. _____

--Purchaser/Allottee/s.

AGREEMENT FOR SALE

Flat/Apartment No. ____ on ____ Floor

In the Building 'KANCHAN',

Pandurang wadi, Goregaon, (east)
