

ALLOTMENT LETTER

Date: _____

To,

Mr./Mrs. _____

Sub: Allotment of Flat, bearing No. _____ admeasuring about _____ sq.ft. carpet area, on _____ Floor in the proposed project known as "KCD RIDGEWOOD" of Shubh Shanti C.H.S.L., located at CTS No.1000. Village Kandivali, Taluka Borivali, located at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067.

Respected Sir / Madam,

1. At your request, we do hereby allot to you a Flat bearing No. _____ admeasuring _____ sq.ft. carpet area on _____ floor, in the project known as "KAVYA KCD PRESTINE" belonging to Shubh Shanti C.H.S.L., Located at CTS No. 1000, Village Kandivali, Taluka Borivali, Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067. The total consideration of the premises is Rs. _____/- (Rupees _____ Only).

a) We confirm that we have received Rs. _____/- (Rupees _____ Only) by Cheque No. _____ dated _____, drawn on _____, _____ Branch, as earnest money / part consideration.

b) Balance Amount from total consideration shall be paid by the party as per payment schedule of the Agreement for Sale to be executed between us.

2. This allotment letter is without prejudice and shall have no effect and it will be treated as null and void immediately upon execution of usual agreement under RERA and/or any other relevant Act as amended upto date.
3. This letter of Allotment is not transferable, subject to approval of developer.

Thanking you.

Yours truly,
KAVYA KCD BUILDCON

**I/We hereby confirm the contents
of this letter**

Partner

Mr. _____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this ____ day of _____,
_____;

BETWEEN

M/s. KAVYA KCD BUILDCON LLP a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008, having its Registered Office at Ground Floor, Rosewood Chamber, Next to RoseWood Hotel, Tulsiwadi, Tardeo, Mumbai – 400 034 and Corporate Office at 402, Ruby Crescent Business Boulevard, Ashok Chakravati Road, Above Axis Bank, Kandivali (East), Mumbai – 400 101, hereinafter referred to as "**THE DEVELOPER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors-in-title and assigns), of the **ONE PART**

AND

Mr. _____, having **PAN** _____, adult, Indian Inhabitant, having address at _____, hereinafter referred at as "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors administrators and assigns) of **Other Part**.

WHEREAS:

- A. Shubh Shanti Co-operative Housing Society Ltd., is a Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing Registration No. MUM/WR/HSG/14814/2010-11/YEAR 2010 dated 21st July, 2010, having its registered Office at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067 (hereinafter referred to as the "**SAID SOCIETY**").
- B. Under Deed of Conveyance dated 15th July, 1970 duly registered under Registration No. BOM/R/3118/1970 dated 06.01.1971, executed by and

between Purshottam Laxman Dahanukar, therein referred to as “the Vendors” and Raj Narain Tandon, therein referred to as “the Confirming Party” and Praful Co-operative Housing Society Ltd., now known as Shubh Shanti Co-operative Housing Society Ltd. therein referred to as “the Purchaser”; the Vendors therein with the consent and confirmation of the Confirming Party therein sold, transferred and conveyed to the Purchasers therein all that piece and parcel of plot of land bearing C.T.S. No.1000 situated at Village Kandivali, Taluka - Borivali totally admeasuring 726.60 Sq. Mtrs or thereabouts within the Registration District and Sub- District of Mumbai and together with the Building standing thereon known as “Shubh Shanti CHS LTD.” situated at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067 (hereinafter referred to as “the said Property” and more particularly described in the First Schedule hereunder written).

- C. In view of the aforesaid, the Society is well and sufficiently entitled to and absolute owners of the said Property.
- D. By virtue of a registered Development Agreement and Power Of Attorney both dated on 30.06.2015 registered at the office of Sub registrar Borivali No.3, bearing Serial No. BRL-7/6223/2015 dated 01.07.2015 and _____ dated _____ respectively duly made executed and entered between Shubh Shanti Co-operative Housing Society Ltd. (therein referred to as the Society) and M/s. KAVYA KCD BUILDCON LLP (therein referred to as the Developer), on the specific terms and condition more particularly written therein the Developer had agreed to re-develop the property of the society as per the Development Agreement dated 30.06.2015.
- E. The buildings standing on the said property is more than 30 years old and the said building are in dilapidated condition and requires heavy structural repairs and instead of repairing the same, the said society and its members

have decided to demolish the said building and construct a new building on the said Property. As society has no sufficient funds & the society with the consent and concurrence of the members is therefore desirous of carrying out redevelopment on said property.

- F. The Society has under its various Special General Body Meetings has unanimously passed a Resolution to the effect that the existing buildings should be demolished and a new building should be constructed at the site thereof by utilizing the plot F.S.I. and also by bringing in T.D.R. / F.S.I. from outside.
- G. The said Society complied with procedure laid down u/s. 79A of the MCS Act vide circular Dt.03/01/2009 and selected Builder/Developer i.e. M/s. KAVYA KCD BUILDCON LLP as Developer for the society for redevelopment of property of society.
- H. As per the terms and conditions of Development Agreement dated 30.06.2015, the said M/s. KAVYA KCD BUILDCON LLP are authorized to develop the said property at its own costs, risks, expenses and responsibility and on "principal to principal" basis and the not as agent of the Owner by putting building plans that may be sanctioned by M.C.G.M., and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and shall be entitled to utilize the entire floor space index [F.S.I.] as available in respect of the said Property and the F.S.I. of other properties by way of transfer of development rights [T.D.R.] and Fungible FSI to the maximum extent permissible under the Development Control Regulations, free from all encumbrances, claims and demands.
- I. The said Developer has appointed Architect Ashish Solanki, having address at Vile Parle (E), Mumbai registered with MCGM, as the Architect / Licensed Surveyor for the said project with whom the said Developer have executed

standard Agreement.

- J. The said Developer have further pursued the matter with the M.C.G.M. through their Architect Ashish Solanki for obtaining various concessions and further approvals and accordingly got plans and specifications sanctioned from M.C.G.M. along with I.O.D. No. CHE/WSII/0767/R/S/337(NEW) OF 2016-2017 Dt. 13.05.2016 and _____Dt. _____. The copy of the I.O.D. and C.C. is annexed herewith as **Annexure – ‘___’** and **Annexure “___”** respectively.
- K. In the premises aforesaid, the said Developer herein have become seized and possessed of or otherwise well and sufficiently entitled to develop the said property more particularly described in the Schedule - I hereunder written;
- L. While sanctioning the said plans, the M.C.G.M. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the said Developer while developing the said property and constructing the buildings thereon and upon due observance and performance by the said Developer, the Occupation Certificate in respect of the said building shall be granted by the M.C.G.M.
- M. In these circumstances, the said Developer are developing the said property by constructing a multi storey new buildings in the manner hereinafter stated, as per the plans which is sanctioned by Municipal Corporation of Greater Mumbai i.e. MCGM vide I.O.D. No. CHE/WSII/0767/R/S/337(NEW) OF 2016-2017 Dt. 13.05.2016 and C.C. No. _____Dt. _____ by utilizing the entire floor space index (i.e. F.S.I.) as available in respect of the said property and also the F.S.I. of other properties by way of Transferable Development Rights (i.e. T.D.R.), fungible FSI to the maximum extent permissible and as per the rules and regulations of MCGM.

- N. On the instructions of the Society, Vima Dalal & Co., Advocates High Court has investigated the title of the said property described in the First Schedule hereunder written. The said Advocate by his Certificate Dt. _____ opined that the title of the said property is clear and marketable and free from all encumbrances howsoever. A copy of the said Title Certificate Dt. _____ is annexed hereto and marked as **Annexure – ‘___’** to this Agreement.
- O. The Purchaser/s demanded from the Developer and the Developer have given inspection to the Purchaser/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Developer's Architect 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 made thereunder.
- P. The Purchaser/s has requested the Developer for allotment to the Purchaser/s a **Flat / Shop / Commercial / Office Premises No. _____** on _____ Floor, admeasuring about _____ Sq.ft. Carpet area in the new building proposed to be constructed, by the Developer on the said property and to be known as "**KAVYA KCD PRESTINE**" belonging to Shubh Shanti Co-operative Housing Society Ltd. situate at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067 (hereinafter referred to as "the said Flat / Shop / Commercial / Office Premises" and more particularly described in the **Schedule -II** attached hereto).
- Q. At the request of the Purchaser/s the Developer have agreed to sell to the Purchaser/s the Flat / Shop/Commercial / Office Premises at the price and on the terms and conditions hereinafter appearing.
- R. The Purchaser/s has agreed to purchase the said Flat / Shop / Commercial / Office Premises at or for the total price of **Rs. _____/-**

(Rupees _____ Only).

- S. The Developer have complied with various provisions of Real Estate Regulation Act and have accordingly registered the said redevelopment Project under the provisions of the Act with the Real Estate Regulatory Authority bearing registration No. _____ on ____/____/____; A copy of the said Registration Certificate Dt. ____/____/____ is annexed hereto and marked as **Annexure – ‘___’** to this Agreement.
- T. Under section 13 of the said Act the Developer are required to execute a written Agreement for sale of said Commercial / Office Premises/s to the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

- (1) The Developer shall develop and construct a residential buildings belonging to Shubh Shanti Co-operative Housing Society Limited on the said property more particularly described in the **Schedule-I** hereunder written in accordance with the plans, designs and specifications duly approved by M.C.G.M. and other local authority and which have been inspected and seen by the Purchaser/s with only such variations and modifications as the Developer should consider necessary or as may be required by the M.C.G.M. or other concerned authority to be made in them or any of them; which the Purchaser/s hereby irrevocably express and authorize the Developer to make such changes/modifications provided however such changes/ modifications shall not adversely affect Commercial / Office Premises of the Purchaser/s.
- (2) The Purchaser/s hereby agrees to purchase from the Developer and the Developer agree to sell to the Purchaser/s a **Flat / Shop / Commercial / Office Premises No. _____** on _____ Floor, admeasuring _____ Sq.ft.

Carpet area in the proposed building on the said property to be known as **"KAVYA KCD PRESTINE"** belonging to Shubh Shanti Co-operative Housing Society Ltd. situate at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067 for the total consideration of **Rs._____/- (Rupees _____ Only)** which includes the price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the **"Third Schedule"** hereunder written to the said Commercial / Office Premises.

- (3) As per Income Tax Act an amount of 1% out of total consideration amount is required to be deducted as TDS under section 194 I-A of Income Tax Act, 1961 by Purchaser/s and the same is to be deducted from each of installment amount and to be paid by Purchaser/s to the I. T. Department directly on behalf of the Developer and after deducting the said amount of 1% of consideration amount the Purchaser/s shall pay the consideration amount to the Developer and shall immediately issue TDS certificate to the Developer.

- (4) Accordingly on execution hereof the Purchaser/s have paid a sum of Rs._____/- (Rupees _____ Only) to the Developers after deducting TDS of 1% of Rs._____/- (Rupees _____ Only) and Purchaser/s shall pay the balance sum of Rs._____/- (Rupees _____ Only) to the Developers alongwith VAT and service tax at applicable rates in the following manner:-

It is agreed that, each of the aforesaid installments amount shall be accompanied with additional separate cheques payable towards service tax, VAT, GST and any other tax levied in future. The

aforesaid amount towards service tax and VAT, GST is subject to change as per prevailing rules and regulations from time to time.

Sr. No.	Schedule of Payment	Percentage	Amount
1	At the time of Booking		
2	Commencement of Plinth		
3	Completion of Plinth		
4	Completion of 1 st Slab		
5	Completion of 2 nd Slab		
6	Completion of 3 rd Slab		
7	Completion of 4 th Slab		
8	Completion of 5 th Slab		
9	Completion of 6 th Slab		
10	Completion of 7 th Slab		
11	Completion of 8 th Slab		
12	Completion of 9 th Slab		
13	Completion of 10 th Slab		
14	Completion of 11 th Slab		
21	On Completion of Finishing Work		
22	On Completion of Interior & Ceramics		
23	On Possession		
	Total		

- (5) On the Purchaser/s committing default in payment on due date of any amount and payable by the Purchaser/s to the Developer under this Agreement (including their proportionate share of taxes levied upon by the concerned local authority and other out goings) and/or the Purchaser/s committing breach of any of the terms and conditions herein contained the Developer shall be entitled to at their option to terminate this agreement PROVIDED ALWAYS that the Power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall

have given 07 days prior notice in writing of their 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 and defaults shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving such notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Developer shall refund the Purchaser/s the installments of sale price of Commercial / Office Premises which may till then have been paid by the Purchaser/s to the Developer upon the termination of this Agreement and a refund of the aforesaid amount by the Developer, the Developer shall be at liberty to dispose and sell the Commercial / Office Premises to such person and at such price as the Developer may in their absolute discretion think fit.

- (6) In the event of the Purchaser making any default payment of any installment/s of the said purchase price and/or in observing and payments under this Agreement on their dates and/or in observing and performing any of the terms and conditions of this Agreement the Developer shall be entitled to make time for payment the essence of contract and in event of the default continuing in spite of 15 days notice to be sent by the Developer to the Purchaser/s, the Developer will be at liberty to terminate this Agreement., an amount of upto 20% of the said Purchase price shall be liable to be forfeited in the event of this Agreement standing terminated by the Developer. The Developer will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises in favour of any third party or person as the Developer may deem fit at such price and on such terms as the Developer may deems fit and the Purchaser herein will have no right to question or object to or obstruct or the price for which the said Premises are sold (i.e. "the said resale price") or to claim any amount there from the Developer and/or the Owner save as provided herein. In the event of the Developer invoking the provision for forfeiture shall be at the entire discretion of the Developer to determine the amount shall not exceed 20%

of the said purchase price, the amount as may be so determined by the Developer is hereinafter referred to as "the forfeiture amount".

(7) The Developer shall prior to putting any third party in possession of the said Premises refund to the Purchaser amounts as under:

- i) The Developer shall refund to the Purchaser such amounts as may have been paid by the Purchaser to the Developer in payment of the said purchase price after deducting there from a) 20% of the forfeiture amount, if any, b) the compensation, if any, payable by the Purchaser unto the date of termination of this Agreement c) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement in the event the Purchaser has not paid the same as provided hereunder, d) the amount of interest payable by the Purchaser to the Developer in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid, and
- ii) The Developer shall not be liable to pay to the Purchaser any interest, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser in full satisfaction of all his/her/their/its claims under this Agreement and/or to the said Premises.

(8) (a) 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 Developer undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer 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/s, which shall only be applicable on subsequent payments.

(b) The Developer may allow, in its sole discretion, a rebate for early payments of ____ installments payable by the Purchasers by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed.

(c) The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser/s by the Developer.

(d) The Developer shall confirm the final carpet area that has been allotted to the Purchaser/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. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand that from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause hereinabove of this Agreement.

(e) The Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

- (9) The Developer hereby agree 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 said Commercial / Office Premises to the Purchaser/s obtain from the concerned local authority occupation certificate in respect of the said Commercial / Office Premises.
- (10) The Developer hereby declare that they are carrying out development and construction of the proposed building by utilizing balance F.S.I. and Transfer of Development Rights (i.e. T.D.R.), fungible FSI and the same is as per I.O.D. and sanctioned plans issued by M.C.G.M.
- (11) In case hereinafter, the Developer and/or Society are entitled to any additional Floor Space Index (FSI) the Developer are expressly authorized to construct the additional structures on any part of the property more particularly described in the Schedule hereunder written as may be sanctioned by the Municipal Corporation of Greater Mumbai.
- (12) Any balance floor space index that shall remain unutilized after the building as envisaged with the plans sanctioned shall have been constructed on the said property, the apportionment of such extra Floor Space Index shall be exclusive rights of the Developer and society as per terms and conditions of Development Agreement which terms and conditions are binding on all the purchasers of the Commercial / Office Premises.
- (13) The Developer agree that before handing over possession of the Commercial / Office Premises to the Purchaser/s the Developer shall get from the said Society full and true disclosure of the nature of the title to the said property as well as encumbrances if any including any right, title, interest or claim of any party in or over the said property.

- (14) The Purchaser/s agree to pay to the Developer interest at 24% per annum on all the amounts which become due and payable by the Purchaser/s to the Developer under the terms of this agreement from date the said amount due and payable by the Purchaser/s to the Developer.
- (15) The fixture fittings and amenities to be provided by the Developer in the said building and the **Flat / Shop / Commercial / Office Premises** are those that are set out in **Annexure '___'** hereto.
- (16) The Developer shall give possession of Flat / Shop / Commercial / Office Premises to the Purchaser/s on or before __/__/____. If the Developer fail or neglect to give possession of Flat / Shop / Commercial / Office Premises as aforesaid on account of reasons beyond their control by the aforesaid or dates described in Section 8 of the said Act then in such event the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by the Developer in respect of Flat / Shop / Commercial / Office Premises thereon are repaid provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is repaid by the Developer to the Purchaser/s it shall, subject to prior encumbrances if any, be a charge on the said property as well as construction of building in which the Flat / Shop / Commercial / Office Premises is situate or were to be situated, PROVIDED THAT the Developer shall be entitled to reasonable extension of time for giving possession of Flat / Shop / Commercial / Office Premises on the aforesaid date, if the completion of the building in which the Flat / Shop / Commercial / Office Premises is to be situate is delayed on account of :
- i) Non-availability of cement, steel, sand and other building material water or electricity supply or scarcity of labour.
 - ii) War, civil commotion or act of God :

- iii) Any notice, order, rule notification of the Government and/or other public or competent authority.
- iv) Any order of the Court, authority or stop work notice issued by M.C.G.M.

(17) The Purchaser/s agrees and undertakes to use the said Flat / Shop / Commercial / Office Premises or any part thereof or permit the same to be used for the purpose of residence only. They shall use the parking space only for the purpose of keeping or parking purchaser's own vehicle.

(18) On completion of the development of the said property and after obtaining occupancy certificate, the Developer shall nominate the Purchaser/s to be accepted by the Shubh Shanti Co-operative Housing Society Ltd. as the members and for which purpose the Purchaser/s shall from time to time sign and execute application for membership and other papers and documents as may be required for becoming a member of the said society.

(19) Commencing a week after Notice in writing is given by the Developer to the Purchaser/s that the Flat / Shop / Commercial / Office Premises is ready for use and occupation the Purchaser/s shall be liable to bear and pay to the Society the proportionate share (i.e. in proportion to the area of Flat / Shop / Commercial / Office Premises) of outgoing in respect of the said Flat / Shop / Commercial / Office Premises and premises namely local taxes, betterment charges, water charges, insurance, common light repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building.

(20) Until the Building is completed, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined Purchaser/s shall pay to the Developer provisional monthly contribution of

Rs._____/= (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until the Building is completed and handed over to the Society. Subject to the provisions of Section 6 of the said Act, the aforesaid deposit (less deduction provided for this Agreement) shall be paid over by the Developer to the Society. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However a further sum of Rs._____/= (Rupees _____ only) equivalent to twenty four months maintenance charges be deposited by the Purchaser/s with the Developer before taking possession of the said Premises.

- (21) In case the Purchaser/s fail to take possession within the time provided in clause 16 hereinabove such Purchaser/s shall continue to be liable to pay maintenance charges as applicable. If within a period of five years from the date of handing over the said Flat / Shop / Commercial / Office Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any defect in the said Flat / Shop / Commercial / Office Premises or the building in which the said Flat / Shop / Commercial / Office Premises are situated or the material used therein, 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 Purchaser/s shall be entitled to receive from the Purchaser/s compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

(22) The Purchaser/s shall on or before delivery of possession of the said Flat / Shop / Commercial / Office Premises keep deposited with the Developer and/or the Society as may be intimated by the Developer following amounts:

1. Rs. _____/= being deposit or charges towards electric connection/ electric meter.
2. Rs. _____/= being deposits/charges towards water connection/ water charges/ water meter.
3. Rs.500/= being amount towards share money and Rs.100/-towards entrance fee for the membership of the society.
4. Rs. _____/- being proportionate share in capital property of the society or share in sinking fund.
5. Amount which ultimately being determined and found payable towards statutory payments, taxes and charges such as VAT, GST, Service tax etc as may be prevailing at the relevant time (subject to change).
6. Maintenance deposit as mentioned in above para.
7. Rs.25,000/= being legal fees.

Total Rs. _____/- (Rupees _____ Only)

(23) The Developer have informed the Purchaser/s that the said property described in the First Schedule hereunder written is owned by the said Shubh Shanti Co-operative Housing Society Limited On the completion of the said building and the Purchaser/s paying to the Developer all the moneys that may become due and payable as stated herein, and only after getting the occupancy certificate the Developer shall arrange to admit the Purchaser/s as member of the said Society and cause to be allotted to the Purchaser/s the said Flat / Shop / Commercial / Office Premises in accordance with the Bye-laws of the said Society PROVIDED THAT the Purchaser/s shall pay with prescribed form Rs.500/- being the share money and Rs.100/= as Entrance fee or premium If any of the said Society as if

the Purchaser/s is/are eligible for the membership in terms of this Agreement and the Bye-laws of the said Society.

(24) The Purchaser/s shall be on being admitted as a member of the Society, bound by the bye-laws and the rules and regulations of the Shubh Shanti Co-operative Housing Society Ltd. for the time being in force, or in the amalgamated society as the case may be.

(25) It is hereby further expressly agreed that notwithstanding the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of part/balance purchase price in respect of the said Premises to the Developer and mortgaged/mortgage the said Premises with such Banks/Financial Institutions (which is to be subject to issuance by the Developer of a No-Objection letter in favour of such Bank/Financial Institutions) for repayment of the loan amount it shall be the entire responsibility of the Purchaser to ensure that payment of the part/balance purchase price to the Developer is made as stated hereinabove and further to repay the entire loan amount to such Banks/financial Institution; the Developer shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/ Financial Institutions. The Purchaser hereby further expressly agrees that the Purchaser shall not sell, transfer, let out or deal with the Said Premises in any manner whatsoever without obtaining prior written permission from the Developer as per the provisions contained herein and from such Banks/ Financial Institutions (during the pendency of the loan) and the Developer shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Co-Operative Housing Society/Body/ Organization of the unit purchasers of the said Building about the lien of such Banks/ financial Institutions and the Developer shall not be liable or responsible for the same

in any manner whatsoever. The Purchaser shall indemnify and keep indemnified the Developer and its successors and assigns and/or the Owner may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the said Premises. The Purchaser hereby agrees and undertake that the Developer shall have a charge on the said Premises subject to the prior charges of such Banks/ Financial Institutions towards all the claims, costs, charges or expenses/ losses of the Developer all and any of the aforesaid amount with interest thereon forthwith on demand by the Developer without any delay, default or demur.

(26) The Purchaser/s or himself with intention to bring all persons into whomsoever hands the Flat / Shop / Commercial / Office Premises may come doth hereby covenant with the Developer as follows :-

1. To maintain the Flat / Shop / Commercial / Office Premises at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Flat / Shop / Commercial / Office Premises is taken and shall not do or suffered to be done anything in or to the building which the Flat / Shop / Commercial / Office Premises is situated, stair case or any passages which may be against the rules, regulations or byelaws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat / Shop / Commercial / Office Premisess is situated and the Flat / Shop / Commercial / Office Premises itself or any part thereof.
2. Not to store in the Flat / Shop / Commercial / Office Premises any goods which of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building

in which the Flat / Shop / Commercial / Office Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose other floors which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the Flat / Shop / Commercial / Office Premises is situated, including entrances of the building in which the Flat / Shop / Commercial / Office Premises is situated and in case any damage is caused to the building in which the Flat / Shop / Commercial / Office Premises is situated or the Flat / Shop / Commercial / Office Premises on account of negligence or default of the Flat / Shop / Commercial / Office Premises of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the cost and consequences of the breach.

3. To carry at his own cost all internal repairs to the said Flat / Shop / Commercial / Office Premises and maintain the Flat / Shop / Commercial / Office Premises in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or the Building in which the Flat / Shop / Commercial / Office Premises is situated or the Flat / Shop / Commercial / Office Premises which may be governed with the rules and regulations and bye-laws of the concerned local authority to other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
4. Not to demolish or cause to be demolished the Flat / Shop / Commercial / Office Premises or any part thereof or at any time

make or cause to be made any addition or alteration of whatever nature in or to the Flat / Shop / Commercial / Office Premises or any part thereof, nor any alteration in the elevation and outside colour schemes of the building in which the Flat / Shop / Commercial / Office Premises is situated and shall keep the portion, sewers, drains, pipes in the Flat / Shop / Commercial / Office Premises and appurtenances thereto in good tenantable repair condition and in particular so as to support shelter and protect the other parts of the building in which the Flat / Shop / Commercial / Office Premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC Parris or other structural members in the Flat / Shop / Commercial / Office Premises without the prior written permission of the Developer and/or the Society.

5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat / Shop / Commercial / Office Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Shop / Commercial / Office Premises in the compound or any portion of the said land and the building in which the Flat / Shop / Commercial / Office Premises is/are situated.
7. Pay to the Developer within 7 days of demand by the Developer his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other services connection to the building in which the Flat / Shop / Commercial / Office Premises is situate.

8. 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 or on account of change of user of the Flat / Shop / Commercial / Office Premises by the Purchaser/s or otherwise.
9. The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of this Agreement or part with possession of the Flat / Shop / Commercial / Office Premises until all dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Developer and obtained the No objection of the Developer in writing.
10. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt and the addition alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat / Shop / Commercial / Office Premises therein and for the observance and the 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat / Shop / Commercial / Office Premises of the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

11. To allow the Developer with their servants and agents in the said Flat / Shop / Commercial / Office Premises or any part thereof to carry out the necessary repairs to the buildings and/or the Flat / Shop / Commercial / Office Premises.
- (27) The Developer shall maintain separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received towards the outgoings, legal charges, etc. and shall utilize the amount only for the purposes for which they have been received.
- (28) 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 / Shop / Commercial / Office Premises or of the said property and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat / Shop / Commercial / Office Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-case, terrace, recreation space, etc. will remain the property of the Society.
- (29) It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the Flat / Shop / Commercial / Office Premises in the said building, if any, shall belong exclusively to the respective Purchaser/s of the Flat / Shop / Commercial / Office Premises and such terrace spaces are intended for the exclusive use of the respective Flat / Shop / Commercial / Office Premises Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the society.
- (30) Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a wavier on the part of the Developer or any breach of non-compliance of any of the terms and

conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

- (31) The Developer shall not mortgage or create a charge after the Developer executes this Agreement they shall not mortgage or create a charge on the said Flat / Shop / Commercial / Office Premises 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/s who has taken or agreed to take such the said Commercial / Office Premises.

(32) BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/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/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

(33) ENTIRE AGREEMENT:-

This Agreement, along with its schedules, 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 apartment/plot/building, as the case may be.

(34) RIGHT TO AMEND

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

(35) PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Purchaser/s of the said Flat / Shop / Commercial / Office Premises, in case of a transfer, as the said obligations go along with the said Flat / Shop / Commercial / Office Premises for all intents and purposes.

(36) 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.

(37) METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be the proportion which the carpet area of the said Flat / Shop / Commercial / Office Premises bears to the total carpet area of all the said Flat / Shop / Commercial / Office Premises in the Project.

(38) 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.

(39) PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of the respective jurisdiction.

(40) The Purchaser/s and/or Developer shall present this Agreement as well as Deed of conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

(41) That all notices to be served on the Purchaser/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served

if sent to the Purchaser/s or the Developer by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/s :

Mr. _____

Purchaser/s Address: _____

Email ID: _____

Name of Developer

M/s. KAVYA KCD BUILDCON LLP

Developer Address : Ground Floor, Rosewood Chamber, Next to RoseWood Hotel, Tulsiwadi, Tardeo, Mumbai – 400 034.

402, Ruby Crescent Business Boulevard, Ashok Chakravati Road, Above Axis Bank, Kandivali (East), Mumbai – 400 101

Email ID: _____

It shall be the duty of the Purchaser/s and the Developer 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 Purchaser/s, as the case may be.

(42) JOINT PURCHASERS

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/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 Purchasers.

(43) 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.

- (44) The Agreement shall always be subject to the provision of the Maharashtra Ownership Flat Act, 1963 or Real Estate Regulation Act, 2016 and the Rules made there under or any such modification thereto or new enactment thereto from time to time.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

All that piece and parcel of part of the larger plot of bearing C.T.S. No.1000 situated at Village Kandivali, Taluka - Borivali totally admeasuring 726.60 Sq. Mtrs or thereabouts within the Registration District and Sub- District of Mumbai and together with the Building standing thereon known as "SHUBH SHANTI CHS LTD." situated at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT **Flat / Shop / Commercial / Office Premises No.** _____ on _____ Floor, admeasuring _____ Sq.ft. Carpet area in the building under construction to be known as "KAVYA KCD PRESTINE" belonging to Shubh Shanti Co-operative Housing Society Ltd. situate at Plot No. 27, Gokhale Road, L. T. Sameer Chandawarkar Lane, Dahanukarwadi, Kandivali (West), Mumbai - 400 067. The said new building will be constructed on plot more particularly described in the First Schedule hereinabove written.

THIRD SCHEDULE HEREINABOVE REFERRED TO:

COMMON AREAS AND FACILITIES

- a) The ground floor consisting of a garden lawn, children playing area, compound etc.

- b) The following facilities located throughout the building/structure and is treated as Common Areas and facilities.;
- (i) Elevator.
 - (ii) An Elevator shaft of 3.00 sq.mtrs approx. for two elevators extending from the ground floor upto the 20th floor.
 - (iii) Lift Machine Room
 - (iv) A Stairway which leads from the ground floor to the roof of the building.
 - (v) Water tank/s located on the roof of the building.
 - (vi) Plumbing net-work throughout the building.
 - (vii) Electric wiring net-work throughout the building.
 - (viii) Checkered tiles in the compound
 - (ix) Necessary light, telephone and public water connections.
 - (x) The foundations and main walls, columns girders, beams and roofs of the building as described in the plans which form part of this Deed.
 - (xi) Tanks, pumps, motors, fans, fire fighting equipments and in general all apparatus and installation existing for common use.
- c) The Following facilities located in each of the upper floors are restricted common areas and facilities restricted to the Family Commercial / Office Premises of each respective floors:-
- (i) A lobby/passage which gives access to the Elevator and stairway to the Family Unit.
 - (ii) Pocket terrace adjoining to the Commercial / Office Premises

IN WITNESS WHEREOF the parties hereto set and subscribed their hand on
the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED by)
the withinnamed **‘THE DEVELOPER’**)
M/s. KAVYA KCD PRESTINE)
Through its Partner)
1. Mr. RAJIV C. DARJI)

2. M/S. KCD HERITAGE PVT. LTD.)

Through its Director)

Mr. RAJIV C. DARJI)

3. M/s KAVYA BUILD-CON PVT. LTD.)

Through its Director)

Mr. NIMISH M. VORA)

In the presence of)

1) _____)

2) _____)

In the presence of)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED by the)

withinnamed "THE PURCHASER/S")

Mr. _____)

In the presence of)

1. _____)

2. _____)

RECEIPT FOR PART CONSIDERATION

RECEIVED from Withinnamed)
Purchaser/s a sum of Rs._____-/-)
(Rupees _____ Only))
by cheques/pay orders, the details)
whereof are as under being earnest money/part)
Payment/full consideration payable in respect)
of Flat / Shop / Commercial / Office Premises No. ____)
on ____ floor, admeasuring about ____ Sq.ft. Carpet in)
new proposed building known as)
“Kavya KCD Prestine” belonging to Shubh Shanti CHS Ltd.)
situate at Plot No. 27, Gokhale Road, Dahanukarwadi,)
Kandivali (West), Mumbai - 400 067)
as agreed To be sold on ownership basis to the Purchaser/s)
Under this Agreement for Sale Dt. __/__/____)

Sr. No.	Cheque No.	Date	Amount	Bank/Branch
1.				
2.				
3.				
4.				

We say received
For **M/s. KAVYA KCD PRESTINE**

(Partner)

Witnesses :-

- 1.
- 2.