

AGREEMENT FOR SALE

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This Agreement made and entered into at **Dombivali, Tal. Kalyan**

on this ____ day of _____ of **2024**

B E T W E E N

M/s. MILAN ASSOCIATES, a registered partnership firm, holding **Pan – ABTFM1696L**, having its office address at :- Flat No. 12, Building No. 2, Prayagraj Co. Op. Hsg. Soc. Ltd., Chittaranjandas Road, Ramnagar, Dombivali (E) - 421201, Taluka Kalyan Dist. Thane *through its Partner **Mr. Milan Dinesh Patel / Mr. Rushabh Lalit Patel***, Age :- **27** years, hereinafter called and referred to as the '**Promoters / Developers**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors and assigns) being the **Party** of the **First Part**;

A N D

1) **Mrs.** _____ Age _____

2) **Mr.** _____ Age _____

Residing at _____ hereinafter called and referred to as the **Allottee/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) being the **Party** of the **Second Part**;

WHEREAS **Manorama Co-operative Housing Society Limited** is the owner of and well and sufficiently entitled to all those pieces and parcel of land bearing *Survey No. 62, Hissa No. 9/1 (Part) and Survey No. 44, Hissa No. 1/2* corresponding *City Survey No. 10015/A* area admeasuring **447 sq. meters** lying, being and situated at Village **Gajbandhan Patharli**, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation hereinafter called and referred to as the "**Property No. I**";

AND WHEREAS the Manorama Co-operative Housing Society Limited through its authorized managing body by and under the **Redevelopment Agreement** dated **27.07.2023** registered at the office of **Sub-Registrar of Assurances at Kalyan-4** under Serial No. 10653/2023 on 27.07.2023 have granted the **Property No. I** along with the building structure standing thereon for redevelopment in favour of the **Promoters/Developers** herein at and for the price/consideration and on the terms and conditions mentioned **therein** and in pursuance thereof the said Owner Society have also granted the **Power Of Attorney** in favour of the Promoters herein which is registered at the office of **Sub-Registrar of Assurances at Kalyan-4** under serial No. 10654/2023;

AND WHEREAS **Aditya Prakash Co-operative Housing Society Limited** and **Shri. Suresh Vidyadhar Sadaphal** and **Smt. Veena Sudhir Sadaphal** are the joint owner of and well and sufficiently entitled to all that piece and parcel of land bearing **Survey No. 62, Hissa No. 9/E** corresponding **City Survey No. 10016** area admeasuring **481.80 sq. meters** lying, being and situate at Village **Gajbandhan Patharli**, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation hereinafter called and referred to as the “**Property No. II**”;

AND WHEREAS the **Aditya Prakash Co-operative Housing Society Limited** through its **authorized** managing body and **Shri. Suresh Vidyadhar Sadaphal** and **Smt. Veena Sudhir Sadaphal** by and under the **Redevelopment Agreement** dated **07.07.2023** registered at the office of **Sub-Registrar of Assurances at Kalyan-4** under **Serial No. 9745/2023** on **07.07.2023** have jointly granted the **Property No. II** along with the building structures respectively standing thereon for redevelopment in favour of the Promoters herein at and for the price/consideration and on the terms and conditions mentioned therein and in pursuance thereof the said **Owner Society** have also granted the **Power Of Attorney** in favour of the Promoters/Developers herein which is registered at the office of **Sub-Registrar of Assurances at Kalyan-4** under serial No. **9746/2023**;

AND WHEREAS the **Property No. I** and **Property No. II** hereinafter collectively called and referred to as “**entire property**”;

AND WHEREAS Promoters/Developers by under **Deed of Transfer** date **08.04.2024** acquired the transferable development rights to the extent of **418 sq. meters** from **Macrotech Developers Ltd.** to be used, utilized and consumed on the entire property and said agreement is registered at the office of **Sub-Registrar of Assurances at Kalyan-2** under serial No. **7294/2024** on **08.04.2024**;

AND WHEREAS in pursuance to the aforementioned **redevelopment agreements**, the Promoters/Developers have followed the due procedure under law and after vacating the said buildings and structure, the Promoters have demolished the same and in order to redevelop the same **the Promoters/Developers** have submitted a **plan for sanction and approval** on the **entire property** admeasuring **928.80 sq. meters** to the **Kalyan Dombivali Municipal Corporation** and during course of scrutiny and sanction and out of **928.80 sq. meters of land** i.e. **the entire property** an **area** admeasuring **93 sq. meters** is affected by proposed **12 meter D.P. Road** confronting land bearing **CTS No. 10016** along with **9 meter D.P. Road** confronting land bearing **CTS No. 10015/A**, the balance area of the plot admeasures **835.80 sq. meters** which is subject of present project named as “**Milan Heights**” (the land admeasuring of **835.80 sq. meters** is hereinafter referred to as “**the said property**” and more particularly described in 2nd schedule hereinafter). Accordingly plan was submitted for sanction on the said property and permission was sought by **the promoters/developers** for **construction of building**. Accordingly the Kalyan Dombivali Municipal Corporation **sanctions the plans** and **granted** building **commencement certificate** bearing No. **KDMC/TPD/BP/DOM/2024-25/06** dated **19.04.2024**, in respect of said property thereby permitting the construction of building

comprising of Ground floor(commercial) plus first floor(commercial) plus second floor to ten floor (residential);

AND WHEREAS **the Promoters/Developers** in pursuance to the sanction plans is entitled to commence, carry out the construction work of the building on the above referred said property to be known as “**Milan Heights**” in terms of the sanctioned plans and permissions and in pursuance to the rights, powers and authorities vested in the Promoters/Developers, the Promoters/Developers have initiated the construction work on the said property;

AND WHEREAS the Promoters/Developers as per the sanctioned plans have commenced construction work of the building and obtained the certificate of registration under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing No. _____ dated _____ the copy of certificate is annexed hereto as **Annexure F-1** and the construction work of the said building is in progress;

AND WHEREAS **the Promoters/Developers** supplied and forwarded the copies of the **sanctioned plans** and clearly and elaborately brought to the knowledge and notice of the Allottee herein the present status of sanction of plans, construction of proposed building by the Promoters on the said property. **The promoters/Developers** herein also brought to the knowledge of **the allottees** that promoter may submit the **revised plan** for *obtaining the sanction terrace garden* on the proposed building as per the prevailing development rules and regulations;

AND WHEREAS **the Promoters/Developers** have further intended to get the said plans and specification revised, **renewed** and altered for consumption of remaining floor space index made available as per rule under **UDCPR** from time to time, transfer of development rights as and when available, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be **granted** by the **concerned town planning authority** from time to time and further the Promoters/Developers have given the **clear inspection** of the plans and specifications to the **Allottees** herein as regards **the existing sanctioned building**;

AND WHEREAS **the Promoters/Developers** have brought to the **clear notice** and knowledge of the **Allottee** that they will avail construction loan, overdraft facilities and credit limit from any banks, financial institution and/or borrow capital from market by creating charge and mortgage on the said property **(except the flats/shops to be allotted to the members of owner Society)** along with the construction thereon and further during the course of construction, the Promoters/Developers may seek and obtain additional financial assistance and cash credit facilities from any banks or financial institution and **the Allottee/s** shall not **raise** any *objection* or obstruction to such creation of charge, mortgage and raising the finance by the Promoters/Developers. The Promoters/Developers agree and undertake such charge, mortgage shall be **cleared** by the Promoters/Developers as per the rules and regulations of the said bank and the Promoters shall obtain necessary premission and no objection for sale and transfer of the flats/shops/office premises as intended to be acquired by the Allottee/s under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises **in favour of the**

Allottee/s herein, and the Promoters/Developers further declare that they shall at all material times clear said charge, mortgage of the said bank and shall deduce **clear and marketable title** to the said *premises* and the said *entire property*;

AND WHEREAS **the Promoter/Developers** have also brought to the **clear notice** and knowledge of the **Allottee/s** that during the course of construction, the Promoter/Developers may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into **joint venture** understanding, partnership or other business arrangement with any persons, firm or company for **development** of the said property or any part thereof however, **the Promoter/Developers** shall safeguard and **protect** the right and interest of the flat **Allottee/s** herein in respect of the flat agreement to be acquired by him;

AND WHEREAS **the Promoters/Developers** are entitled to **construct buildings** on the said property in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to **the notice** and knowledge of the **Allottee/s** herein;

AND WHEREAS in terms of the **Redevelopment Agreement** dated **27.07.2023**, **the Promoters/Developers** have earmarked and **allotted** the flats/units in favour of the **Manorama Co-operative Housing Society Limited** through its authorized managing body and the Society has allotted the flats/units to its members in the **Special General Meeting (SGM)** dated 28/04/2024 and the members of the Society have **accepted** such **allotment**;

AND WHEREAS in terms of the **Redevelopment Agreement** dated **07.07.2023**, **the Promoters/Developers** have earmarked and **allotted** the flats/units in favour of the **Aditya Prakash Co-operative Housing Society Limited** through its authorized managing body and the Society has allotted the flats/units to its members in the **Special General Meeting (SGM)** dated 28/04/2024 and the members of the Society have **accepted** such **allotment**;

AND WHEREAS in terms of the **Redevelopment Agreement** dated **07.07.2023**, **the Promoters/Developers** have earmarked and **allotted** the flats in favour of the **Shri. Suresh Vidyadhar Sadaphal** and **Smt. Veena Sudhir Sadaphal** and the owners have **accepted** such **allotment**;

AND WHEREAS as per the **understanding** reached between the **parties**, the **Allottee** Purchaser is entitled to ____ **sq. ft. (____ sq. meters) carpet area** free of cost in terms of the *Agreement for Redevelopment* dated 27.07.2023 / 07.07.2023 free of cost and further **the Allottee/s** has demanded for additional area of ____ **sq. ft. (____ sq. meters) carpet area approximately** and **the Promoters/Developers** have agreed and assured for the same and the parties have fixed the consideration for such additional area as **Rs. ____/- per sq. ft. carpet** and accordingly the total consideration for additional area of ____ **sq. ft. carpet** comes to **Rs. ____/- (____)** accordingly the Allottees herein being the member of the **Aditya Prakash Co-operative Housing Society Limited / Manorama Co-operative Housing Society** is entitled to flat/unit/shop no. ____ **RERA carpet area** admeasuring ____ **Sq. ft. (____ Sq. mtr.)** along with balcony area ____ **Sq. ft. (____ Sq. mtr.)** “____” floor in the

Building in the scheme of construction known as “**Milan Heights**” (hereinafter referred to as the said “**Building**”) being constructed on the said property described in the **First Schedule** hereunder written;

AND WHEREAS as per the above **recited agreements and permissions, the Promoters/Developers** are entitled to **re-develop** the said property and carry out the construction of the proposed building at their own costs and expenses and after allotment of flats / shops to the members of the Owner Society and the owners therein in terms of **the Redevelopment Agreement** dated **07.07.2023** and **27.07.2023** respectively, to **dispose** of the remaining flats / units /offices/ shops constructed in the building on **ownership basis** and to enter into agreements with the **Allottees** and to receive the **sale price** in respect thereof and upon such disposal of the flats / units / offices /shops;

AND WHEREAS **the Allottee/s** after inspection of the documents and on going through the entire disclosures, verifying the site of the building and the work of construction and its **progress thereof**, the site of infrastructural facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further declare that he/she/they shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and/or **further alterations** in the scheme of construction as may be permitted the concerned town planning authorities from time to time;

AND WHEREAS the Promoters/Developers have entered into a standard Agreement with an Architect “**Mr. Uday Mansukhlal Chopda**” registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters/Developers have appointed a **Structural Engineer “Mr. S. V. Patel & Associates”** for the preparation of the structural design and drawings of the buildings and the Promoters/Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the building;

AND WHEREAS on demand from **the Allottee**, the Promoters/Developers have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter/Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (**hereinafter referred to as "the said Act"**) and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of **Certificate of Title** issued by the attorney at law or **advocate of the Promoters/Developers**, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant **revenue record** showing the nature of the title of the Promoters/Developers to the project land on which the premises are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters/Developers and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**;

AND WHEREAS the authenticated copies of the plans and specifications of the premises agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**;

AND WHEREAS the specification and amenities to be provided in the said premises by the Promoter/Developers have been annexed and marked as **Annexure E**;

AND WHEREAS **while sanctioning the said plans** concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers while **developing** the said property and the said building and upon due observance and performance of which only the **completion** or **occupancy certificate** in respect of the said building shall be **granted** by the **concerned local authority**;

AND WHEREAS the Promoters/Developers reserve **the right to hand** over the possession to Shop Owners / Office Owners on receipt of part Occupation Certificate of Building for which the Allottee/s have no objection;

AND WHEREAS the Promoters/Developers have accordingly **commenced construction** of the said building in accordance with the **said proposed plans**;

AND WHEREAS relying upon the **above recitals** and disclosures and the scope of further and future development being understood by the **Allottee/s** to which the Allottee/s shall grant his/her/their permission as per rules of RERA in future, the Allottee/s is offered a flat/ unit/office/shop bearing **RERA carpet area** admeasuring ____ **Sq. ft. (____ Sq. mtr.)** along with balcony area ____ **Sq. ft. (____ Sq. mtr.)** “____” floor in the Building in the scheme of construction known as “**Milan Heights**” (hereinafter referred to as the said “**Building**”) being constructed on the said property more particularly described in the **Second Schedule** hereunder written;

AND WHEREAS the Carpet Area of the said premises is ____ **square meters** equivalent to ____ **square feet** and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the **Allottee/s** or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee but includes the area covered by the internal partition walls of the premises;

AND WHEREAS, ***the Allottee*** declares and confirms that the monies paid and payable by the Allottee under this agreement towards the said premises is not involved directly or indirectly to any proceeds of the scheduled offence/s and is/are not designated for the purpose of any contravention or evasion of the provisions of ***the Prevention of Money Laundering Act, 2002*** and rules/directions/orders enacted pursuant to the same, from time to time ***[collectively “Anti-Money Laundering Regulations”]***. The Allottee authorizes the Promoters/Developers to give his/their personal information to any statutory authority as may be required from time to time. The Allottee further affirms that the information/details provided herein is/are true and correct in all respects and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further un-equivocally agrees and confirms that in case the Promoters/Developers become aware and/or in case Promoters/Developers are notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoters/Developers shall at its sole discretion be entitled to cancel/terminate this Agreement for sale. Upon such termination the Allottee shall not have any right, title or interest in the said unit neither have any claim/demand against Promoter/Developers. In event of such cancellation/termination, the monies paid by the Allottee shall be ***refunded by the Promoters/Developers to the Allottee*** subject to forfeiture clause and in accordance with terms of this agreement only after Allottee’s furnishing to Promoters/Developers no-objection letter from the statutory authorities permitting such refund of the amounts to Allottee;

AND WHEREAS, 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;

AND WHEREAS, under Section 13 of the said Act the Promoters/Developers are required to execute a written Agreement for sale of said premises with the Allottee, *being in fact these presents* and also to ***register*** said Agreement under the ***Registration Act, 1908***;

In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, ***the Promoters/Developers*** hereby ***agrees to sell*** and ***the Allottee*** hereby agrees to ***purchase*** the said premises.

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

1. ***The Promoters/Developers*** shall construct the said building presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. ***Provided*** that the Promoters/Developers shall have to obtain consent as per RERA laws in writing of the Allottee in respect of variations or modifications which may adversely affect the premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law. The parties of this agreement have made disclosures, commitments more particularly mentioned in the above

recitals, schedule and annexures and each and every contents in the recitals, schedule and annexures shall be binding upon the parties of this agreement and shall form an integral part of the operative portions of this Agreement, as if the same are set out herein verbatim.

2. **1(a)(i)** The **Promoters/Developers** on the express directions of the Owner Society do hereby allot in favour of the Allottee/s herein and the Allottee/s hereby agree to acquire from the Promoters/Developers, the flat/shop/unit/office bearing No. ____ being RERA carpet area admeasuring ____ **Sq. ft. (____ Sq. mtr.)** along with balcony area ____ **Sq. ft. (____ Sq. mtr.)** on “____” floor of the scheme of construction known as “**Milan Heights**” (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked **Annexure ‘D’** for the consideration of **Rs. ____/- (____) excluding GST** as may be **applicable** and in terms of the **aforementioned Redevelopment Agreement** inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The Manorama Co-operative Housing Society Limited has received the allotment from the Promoters/Developers and the Society has allotted the flats/units to its member and the **Allottee/s** herein being the member of the said Society is entitled to the said flat admeasuring ____ **sq. meters** carpet FREE OF COST and the Allottee/s has demanded additional area and as per the understanding reached between the parties, the Allottee/s shall pay the consideration for such additional area as **Rs. ____/- per sq. ft.** carpet and accordingly the total consideration for additional area of ____ **sq. ft. carpet** comes to **Rs. ____/- (Rupees _____ only)** in terms of the Redevelopment Agreement dated 27.07.2023.

The Aditya Prakash Co-operative Housing Society Limited has received the allotment from the Promoters/Developers and the Society has allotted the flats/units to its member and the **Allottee/s** herein being the member of the said Society is entitled to the said flat admeasuring ____ **sq. meters** carpet FREE OF COST and the Allottee/s has demanded additional area and as per the understanding reached between the parties, the Allottee/s shall pay the consideration for such additional area as **Rs. ____/- per sq. ft.** carpet and accordingly the total consideration for additional area of ____ **sq. ft. carpet** comes to **Rs. ____/- (____) in terms of the Redevelopment Agreement dated 07.07.2023.**

The Promoters/Developers have in favour of **Shri. Suresh Vidyadhar Sdaphal** and **Smt. Veena Sudhir Sadaphal** allotted a flat admeasuring ____ **sq. meters** carpet FREE OF COST and the said owners have demanded additional area and as per the understanding reached between the parties, the Allottee/s shall pay the consideration for such additional area as **Rs. ____/- per sq. ft.** carpet and accordingly the total consideration for additional area of ____ **sq. ft. carpet** comes to **Rs. ____/- (Rupees _____ only)** in terms of the Redevelopment Agreement dated 07.07.2023.

1(a)(ii) **The Allottee/s** hereby agrees to purchase from the **Promoter/Developers** and the Promoters/Developers hereby agrees to sell to the Allottee **Covered Automatic Tower Parking Space** being constructed in the layout for a concessional discounted rate bearing No. _____ admeasuring 149 sq.ft. having 18.20 ft. length x 8.2 Sq. ft. breadth x 5.9 Sq. ft. vertical clearance.

1(b) The **total aggregate consideration** amount for the said Premises is thus Rs. _____ which is exclusive of **Goods & Services Tax**.

1(c) **The Allottee/s** has paid or on or before execution of this agreement a sum of Rs. _____ (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to the **Promoter/Developers** the balance amount of Rs. _____, in the manner as set out in **Annexure H**. The Escrow Bank details of the Promoter/Developers are as provided hereunder;

Name : **M/s. Milan Associates**

Bank : Kotak Mahindra Bank and/or other Bank

Escrow Account No. :

Branch : Dombivli (E) – 421201.

IFSC Code :

1(d) The total consideration above excludes Taxes (consisting of taxes paid or payable by the Promoter/Developers by way of GST, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Developers) up to the date of handing over the possession of the said premises and the same will be paid by the Allottee Purchaser to the Promoter/Developers as and when demanded.

1(e) The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoters/Developers undertake and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The **Promoters/Developers** shall confirm the final carpet area that has been allotted to **the Allottee** after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, **if any**, in the carpet area, subject to a variation cap of **3%**. The total consideration payable for the carpet area shall be recalculated upon confirmation by the

Promoters/Developers. If there is any reduction in the carpet area ***within the defined limit*** then Promoters/Developers shall ***refund the excess money*** paid by Allottee within ***forty-five days with annual interest*** at the rate specified in the ***RERA*** Rules, from the date when such an excess amount was ***paid by the Allottee***. If there is any increase in the carpet area allotted to Allottee, the Promoters/Developers shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(g) ***The Allottee*** authorizes the Promoters/Developers to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter/Developers may in its sole discretion deem fit and the Allottee undertakes ***not to object/demand / direct*** the Promoters/Developers to adjust his/her/their payments in any manner.
- 3.1. The Promoters/Developers 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 premises to the Allottee, obtain from the concerned local authority ***occupancy and/or completion certificates*** in respect of the premises.
- 3.2. ***Time*** is essence for the Promoters/Developers as well as the Allottee/s. The Promoters/Developers shall abide by the ***time schedule*** for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make ***timely payments*** of the ***installment*** and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided in Clause 1(c) herein above.
4. The Promoters/Developers hereby declare that the Floor Space Index available as on date in respect of the project land is 3319.09 square meters only and Promoters have planned to utilize Floor Space Index of ***3319.09 square meters*** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation and/or ***UDCPR*** or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations and/or ***UDCPR***, which are applicable to the said Project. The Promoters/Developers have disclosed the Floor Space Index of ***3319.09 square meters*** as ***proposed to be utilized*** by him on the project land in the said Project and Allottee/s has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developers only.

- 5.1. If the Promoters/Developers fail to abide by the time schedule for completing the project and handing over the said premises to the Allottee/s, the Promoters/Developers agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the **RERA** Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoters/Developers, interest as specified in the **RERA** Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters/Developers under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters/Developers.
- 5.2. Without prejudice to the right of Promoters/Developers to charge interest in terms of sub clause 5.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters/Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters/Developers shall at their own option, may terminate this Agreement:

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall deduct 10% of the total amount of consideration and shall refund the balance amount within a period of thirty days of the termination.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, to be provided by the Promoters in the said building and the premises as are set out in **Annexure 'E'**, annexed hereto.
7. The Promoters/Developers shall give possession of the said premises to the Allottee on or before _____2029. If the Promoters/Developers fail or neglect to give possession of the said premises to the Allottee/s herein on

account of reasons beyond his control and of his agents by the aforesaid date then the Promoters/Developers shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the premises with interest at the same rate as may mentioned in the clause 5.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters/Developers shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises 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.

- 8.1. **Procedure for taking possession** - The Promoters/Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said premises to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters/Developers shall give possession of the said premises to the Allottee/s. The Promoters/Developers agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters/Developers. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters/Developers or association of Allottees, as the case may be. The Promoters/Developers on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 8.2. The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Premises are ready for use and occupancy:
- 8.3. **Failure of Allottee to take Possession of Said Premises from the Promoter/Developers** : Upon receiving a written intimation from the Promoters/Developers as per clause 8.1, the Allottee/s shall take possession of the said premises from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Developers shall give possession of the said premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
9. If within a period of five years from the date of handing over the said premises to the Allottee/s, the Allottee/s brings to the notice of the Promoters/Developers any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters/Developers at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be

entitled to receive from the Promoters/Developers, compensation for such defect in the manner as provided under the Act.

10. The Allottee/s shall use the said premises or any part thereof or permit the same to be used only for purpose of residence / office / showroom / shop / godown, for carrying on any business which is sanctioned and approved by the municipal authorities. The Allottee/s shall use the parking space only for the purpose of keeping or parking vehicle.
11. The Allottee/s along with other Allottee(s) of premises in the building shall join in forming and registering the Cooperative Housing Society to be known by such name as the Promoter/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/Developers to the Allottee/s, so as to enable the Promoters/Developers to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Promoters/Developers shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the Allottee/s who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

The Promoters/Developers after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the Allottees in the building/s shall form and register the cooperative housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoters/Developers shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Owners in the project land on which the building is constructed.

It is clearly brought to the notice and knowledge of the Allottee/s herein that such formation of cooperative housing society and further its transfer of the building and the land underneath it shall always be executed by

reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoters herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Allottees herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoters in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending Allottee/s, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such Allottee/s to the membership of the existing cooperative housing society as the case may be without any recourse and consideration to the Allottee/s, the cooperative housing society as the case may be. It is clearly agreed and assured by the Allottee/s that the Allottee/s is aware of the said contents and fact.

- 11.1. Within 15 days after notice in writing is given by the Promoters/Developers to the Allottee/s that the premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the premises) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building is transferred to it, the Allottee/s shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters/Developers provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee/s to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement and other allied charges) shall be paid over by the Promoters to the Society, as the case may be.
12. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the *Promoters/Developers*, the followings:-
 - i. for share money, application entrance fee of the Society or limited company / federation / apex body.
 - ii. for formation and registration of the Society or limited company / federation / apex body.

- iii. for proportionate share of Taxes (on actual) and other charges (maintenance charges)
 - iv. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex Body for 24 months.
 - v. for deposit towards water, electric and other utility and services connection charges and;
 - vi. for deposits of electrical receiving and sub-station provided in the layout.
13. The Allottee/s shall pay to the Promoters/Developers a sum of Money for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/Developers in connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
14. At the time of registration of conveyance or Lease of the structure of the building, the Allottee/s shall pay to the Promoters/Developers, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters/Developers, the Allottees' share of stamp duty and registration charges payable, by the Society or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society.
15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS

The Promoters/Developers hereby represent and warrant to the Allottee as follows:

- i. The Promoters/Developers have ***clear and marketable title*** with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is 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 shall be obtained by following due process of law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Promoters/Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoters/Developers have 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 premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoters/Developers confirm that the Promoters/Developers are not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Allottee/s the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Promoters/Developers have duly paid and shall 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 till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;
- 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 Promoters/Developers in respect of the project land and/or the Project except those disclosed in the title report.
- xii. The Common Areas & Amenities, as currently planned include, a proposed terrace garden for the benefit of all Allottees and occupiers of Premises in the project land as well as the entire scheme of construction known as **“Milan Heights”**. Subject to the Allottees complying with, observing and performing nil the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, and after completion of the project known as **“Milan Heights”**

subject to Force Majeure (defined hereinafter), the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoters/Developers.

xiii. The Promoters/Developers have informed the Allottee/s of the following facts, matters and circumstances that shall pertain to proposed terrace garden facilities, which the Allottee/s has fully accepted, agreed and confirmed that is :

- a) the proposed terrace garden facilities will be constructed and shall have the equipment, infrastructural amenities and facilities as the Promoters deem fit, in its discretion;
- b) the use, benefit and enjoyment of the proposed terrace garden facilities shall be inter-alia, for various Allottees and occupiers of Premises in the project known as “**Milan Heights**” (collectively, "Users");

xiv. It is hereby agreed that the Promoters/Developers shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats Allottees in the said buildings and the Allottee/s herein shall not, in any manner object said right of the Promoters/Developers. It is further agreed that in such event (Allottees of the adjacent land for the purpose of development) the Promoters/Developers shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Allottee/s herein shall not object said right of the Promoters/Developers in any manner.

xv. The Promoters/Developers have brought to the clear notice and knowledge of the Allottee/s that they will avail construction loan, overdraft facilities and credit limit from any banks, financial institution and/or borrow capital from market by creating charge and mortgage on the said property (except the flats and shops to be allotted to the members of the owner society) along with the construction thereon and further during the course of construction, the Promoters/Developers may seek and obtain additional financial assistance and cash credit facilities from any banks or financial institution and the Allottee shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters/Developers. The Promoters/Developers agree and undertake such charge, mortgage shall be cleared by the Promoters/Developers as per the rules and regulations of the said bank and the Promoters/Developers shall obtain necessary consent as per RERA Law and no objection for sale and transfer of the flat/shop/office premises as intended to be acquired by the Allottee under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Allottee herein, and the Promoters further declare that they shall all

material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said property.

The Promoters/Developers have also brought to the clear notice and knowledge of the Allottee that during the course of construction, the Promoters/Developers may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the Promoters/Developers shall safeguard and protect the right and interest of the flat Allottee herein in respect of the flat agreement to be acquired by him and the Allottee is aware the same.

- xvi. The Promoters/Developers have shown the layout of the entire property to the Allottee and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Allottee/s covenant with the Promoters/Developers as under :-
- a) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
 - b) fencing, partition, retaining walls will not be constructed between the buildings.
 - c) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
 - d) location of electric transformer/ sub-station, if any, shall be earmarked/defined by the Architect of the Developers
 - e) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
 - f) the execution of the external compound wall will be as per the design and specification of the architect of Promoter and the elevation of the buildings shall not be changed or altered.
 - g) each building shall be maintained in good and proper condition along with the unobstructed right of access.
 - h) the Promoters/Developers shall form a co-operative housing society of the building undertaken for development and shall convey the land to the Society.
 - i) it is clearly brought to the notice of the Allottee/s herein and they are clearly made aware that the Promoters/Developers have acquired the development rights of the said property as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Allottee/s herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire building constructed in the said property along with the right and interest in the common open spaces etc.,

- xvii. The Promoters/Developers supplied and forwarded the copies of the sanctioned plans and clearly and elaborately brought to the knowledge and notice of the Allottee/s herein the present status of sanction of plans, construction thereof by the Promoters.
 - xviii. The Promoters/Developers have also clearly brought to the notice, knowledge of the Allottee/s and have disclosed to the Allottee that the entire project comprising of building has facilities as shown on the sanction plan and such infrastructural facilities will be for the use, utilisation and enjoyment of all the Allottees acquiring flats/shops/offices and units in the buildings forming a part of project and the Allottee along with the other Allottees shall be liable and responsible to pay and contribute the proportionate charges, expenses, levies and outgoings thereto from time to time to upkeep, manage, maintain, regulate and administer the day to day affairs of the said infrastructural and recreational facilities to Promoters and such infrastructural and recreational facilities and amenities will be transferred to the society to be formed in the said project.
 - xix. The name of the Project shall be **“Milan Heights”** and this name shall not be changed. The name of association shall also be decided by the Promoters/Developers at their discretion.
 - xx. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet, literature and marketing collaterals are shown only to give overall idea to the Allottee/s and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colours of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Allottee/s.
16. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Promoters/Developers as follows :-
- i. To maintain the said premises the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises 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 said premises is situated and the said premises itself or any part thereof without the permission of the local authorities, if required.
 - ii. Not to store in the said premises 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 said premises 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 said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the

building in which the said premises is situated or the said premises on account of negligence or default of the Allottee/s in this behalf, the 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 premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter/Developers to the Allottee and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the 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 said premises 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises 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 said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Promoter/Developers and/or the Society or the Limited Company.
- 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 said premises 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 premises in the compound or any portion of the project land and the building in which the said premises is situated.
- vii. Pay to the Promoters/Developers within fifteen days of demand by the Promoters/Developers, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said premises 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 said premises by the Allottee for any purposes other than for purpose for which it is sold.
- ix. To bear and pay requisite amount and charges on account of goods and services tax and any other taxes and levies as may be imposed by the concerned government & semi-government authorities.
- x. The 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

said premises until all the dues payable by the Allottee/s to the Promoter/Developers under this Agreement are fully paid up.

- xi. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said premises 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.
- xii. Till a conveyance of the structure of the building in which said premises is situated is executed in favour of Society the Allottee/s shall permit the Promoter/Developers 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.
- xiii. Till a conveyance of the project land on which the building in which said premises is situated is executed in favour of Society, the Allottee/s shall permit the Promoter/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiv. The Allottee/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee.
- xv. The Allottee/s hereby declare and confirm that he / she/they have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter/Developers to the Allottee/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter/Developers right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land in accordance with the provisions of ***Unified Development Control and Promotion Regulation.***
- xvi. Notwithstanding any other provisions of this agreement the Promoter/Developers has disclosed and brought to the knowledge of the Allottee that it shall be at the sole and absolute discretion of the Promoter/Developers :

- a) to form a co-operative housing society or limited company or any other body or bodies of Allottees to be formed and constituted.
- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, proposed garden, all other open spaces, may be transferred and/or conveyed/ assigned/ leased.
- c) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- d) to decide from time to time when and what sort of document of transfer should be executed.
- e) to execute the conveyance of the said property due to road widening and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

And the Allottee has clearly understood the same and in confirmation thereof has agreed enter into this agreement.

- xvii. It is agreed and understood by the Allottee/s that the project shall be deemed to be completed only upon the development of the said Property by utilization of the fullest present or future or proposed FSI and TDR thereof and upon completion of the development of the said building and on completion of the infrastructure and common areas and facilities and the sale of buildings and until all residences, flats, premises, shops, garages and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts is received.
 - xviii. The Promoter/Developers shall maintain a separate account in respect of sums received by the Promoter/Developers from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/Developers until the said structure of the building is transferred to the Society.
18. **THE PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
- After the Promoters/Developers execute this agreement he shall not mortgage or create a charge on the said 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 Allottee/s who has taken or agreed to take such premises.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters/Developers do not create a binding obligation on the part of the Promoters/Developers or the Allottee/s until, firstly, the 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 Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter/Developers. If the Allottee (s) fails to execute and deliver to the Promoter/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. 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 premises as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

23. 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

25. FURTHER ASSURANCES

The Parties herein 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.

26. PLACE OF EXECUTION

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

27. The Allottee/s and/or Promoters/Developers 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 Promoter/Developers will attend such office and admit execution thereof.

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

i. Name of the Allottee :

Mr./Mrs. _____

Mr./Mrs. _____

ii.Address

—

iii. Notified E-Mail ID _____

iv. Mobile No. _____

i. Promoters Notified Email ID : _____

It shall be the duty of the Allottee/s and the Promoters/Developers to inform each other of any change in their address or email ID 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/Developers or the Allottee, as the case may be.

29. JOINT ALLOTTEES

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

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee alone. The Allottee shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending Allottee subject to the provisions of the said Act.

31. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle 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, thereunder.

32. 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 _____ Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the Entire Property

All that portion of ***the land*** admeasuring **928.80 sq. meters** forming the part of those pieces and parcel of land bearing Survey No. 62, Hissa No. 9/1 (Part) and Survey No. 44, Hissa No. 1/2 corresponding ***City Survey No. 10015/A*** area admeasuring **447 sq. meters** and Survey No. 62, Hissa No. 9/E corresponding ***City Survey No. 10016*** area admeasuring **481.80 sq. meters** lying, being and situated at revenue village ***Gajbandhan Patherli***, Taluka Kalyan, District Thane within the limits of ***Kalyan Dombivali Municipal Corporation***.

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the Said Property

All that portion of ***the land*** admeasuring **835.80 sq. meters** forming the part of those pieces and parcel of land bearing Survey No. 62, Hissa No. 9/1(Part) and Survey No. 44, Hissa No. 1/2 corresponding ***City Survey No. 10015/A*** area admeasuring **447 sq. meters** and Survey No. 62, Hissa No. 9/E corresponding ***City Survey No. 10016*** area admeasuring **481.80 sq. meters** lying, being and situated at Revenue Village ***Gajbandhan Patharli***, Taluka Kalyan, District Thane within the limits of ***Kalyan Dombivali Municipal Corporation***.

On or towards East :
On or towards West :
On or towards North :
On or towards South :

THIRD SCHEDULE ABOVE REFERRED TO

 LIST OF AMENITIES

 Flooring :-

1. All rooms flooring (32" x 32" and/or 48" x 24") vitrified flooring (Kajaria) standard quality.
2. Full tiling and flooring in W.C. and Bathroom, size of (24" x 12" and/or 18" x 12") (Kajaria) standard quality.
3. Full tiling in lobby area.

 Plumbing :-

4. Shall undertake to provide adequate capacity underground and overhead tanks for municipal water.
5. Solar water heating system and rain water harvesting as per KDMC rules and regulations.
6. Shall undertake to provide pump with electric submersible motor pump (Kirloskar) accessories of adequate capacity including stand by system for pumping of water from underground tanks to overhead tanks.
7. Concealed pipes of (Prince and/or Astral) standard quality.
8. We will provide separate overhead drinking water and bore water tanks.

 Kitchen :-

9. Granite kitchen platform with stainless steel sink of standard quality (Nirali and/or Asian and/or Europa).
10. Ceramic tiles from kitchen platform upto the ceiling.
11. Separate electric point for fridge and washing machine.

 Window :-

12. Anodized coated aluminum sliding windows with glass and safety grills.
13. SS mosquito net for each window
14. Granite window frame.

 Toilet and Bathroom :-

15. Concealed plumbing in W.C. and Bathroom with Jaguar fittings.
16. One shower with all fittings in bathroom.
17. Separate water taps for drinking water and bore water in bathroom.
18. Water taps one each in bathroom, W.C, wash basin and sink.
19. Inlet outlet water points for geyser and sintex tank in bathrooms.
20. W.C / Commode of branded quality with external spray.
21. Green marble frame and CPVC door for bathrooms and W.C.
22. One wash basin in passage area and one wash basin in master bedrooms attached bathroom.
23. Overhead loft in bathroom.

☉ **Electricfitting And Cabling**

- 24. Concealed electric wiring and fittings in entire flat (polycab and/or finolex –ISI Marked) standard quality.
- 25. Concealed electrical wiring with branded modular switches / MCB / ELCB in entire flat.
- 26. AC point (tripper) in hall as well as in both bedrooms for installation of Split AC shall be provided.
- 27. Exhaust plug/connection in kitchen, W.C., toilet and bathroom will be provided.

☉ **Doors :-**

- 28. Flush doors of best quality wood for doors in all rooms (Sag wooden frame).
- 29. Flush door for main entrance with Laminet cermica both side fittings with safety lock.
- 30. Laminated main door with safety door to each flat.
- 31. Stainless steel fittings for all doors.

☉ **Painting :-**

- 32. We will provide high-end standard quality paint (Asian Paints and/or Dulux Paints and/or Berger Paints) like for external and internal paint in all rooms including ceiling.
- 33. Weather coat paint to the building from outside.

☉ **External Specifications :-**

- 34. Multi-frame earthquake resistant designed RCC Structure.
- 35. We will use high-end (Ambuja and/or Ultratech and/or ACC) standard quality cement.
- 36. We will use high-end (TMT FE 500 ISI Marked) standard quality steel.
- 37. Stilt Floor shall have height of fourteen feet.
- 38. We will apply termite treatment at plinth.
- 39. We will provide external 6” thick walls (Light weight block) and all internal 4” thick walls (Light weight block).
- 40. All internal walls will be plastered with sand face and putti finish.
- 41. All external plaster will have sand face double coat plaster.
- 42. Firefighting to be provided to the newly constructed building following KDMC rules and regulations.
- 43. Concealed optical fibre distribution to all flats for internet services.
- 44. Minimum 6 person capacity branded lift (Thyssen Krupp and/or Otis) with SS body, and minimum 3 to 4 hours inverter backup for lift and common area of society.
- 45. Decorative lobby with impressive color scheme and lighting.
- 46. Display board of society members at respective wings.
- 47. Water connection of KDMC and bore well at stilt parking/ground floor.
- 48. Intercom facility to every floor/flat.
- 49. High-end CCTV camera with best possible video imaging technology for security purpose.

50. Society office on the terrace to be provided.
51. Terrace floor shall be adequately water proofed with brick coba and china chips on the top.
52. Water management system will be automated.
53. Gas pipeline connection will be provided as per the quality and standards laid down by Mahanagar Gas Limited company on the basis of availability.
54. Security Cabin at the entrance to be provided.
55. Common W.C/Bathroom at ground floor to be provided.
56. Plantation as per KDMC rules and regulations.
57. Compound wall with decorative M.S. Gate and best possible lighting.
58. Paver blocks or checker tiles in the surrounding of newly constructed building.
59. We will also provide impressive elevation and colour scheme for the newly constructed building.

Signed and delivered)
by the within named '**Promoter/Developers**')
M/s. MILAN ASSOCIATES,)
a registered partnership firm)
through its partner)
_____)
PAN :)
In presence of)

	PHOTO

Promoters/Developers

Signed and delivered)
by the within named '**Allottee**')
Mr./Mrs. _____)
PAN : _____)

	PHOTO

Signed and delivered)
by the within named '**Allottee**')
Mr./Mrs. _____)
PAN : _____)

In presence of)

	PHOTO

Allottee

Witness :

1. Name :- _____	Signature :- _____
2. Name :- _____	Signature :- _____

R E C E I P T

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Received of and from the Flat Allottee

_____, a sum of **Rs.** _____/-

(Rupees _____ **only**) as

detailed herein below, being Booking / Earnest Amount towards

Shop/Office/Flat No. _____ on _____ Floor, in the

Building namely “**Milan Heights**” on Plot bearing Survey No. 62, Hissa

No. 9/1 (Part) and Survey No. 44, Hissa No. 1/2 corresponding **City**

Survey No. 10015/A area admeasuring **447 sq. meters** and Survey No.

62, Hissa No. 9/E corresponding **City Survey No. 10016** area

admeasuring **481.80 sq. meters** lying, being and situated at village

Gajbandhan Patharli, Taluka Kalyan, District Thane within the

limits of **Kalyan Dombivali Municipal Corporation**. Sr.No.

Cheque No.	Date	Bank & Branch	Amount
1	_____	_____	_____ Rs. /-
2	_____	_____	_____ Rs. /-
3	_____	_____	_____ Rs. /-

Total Rs. _____/-

=====

Amount : Rs. _____/-

For M/s. MILAN ASSOCIATES

Milan Patel / Rushabh Patel (Partner)

ANNEXURE – A	Copy of Title Report
ANNEXURE – B	Copy of Property Card or extract Village Forms VI or VII and XII
ANNEXURE – C1	Copies of plans & Layout as approved by concerned Local Authority
ANNEXURE – C2	Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)
ANNEXURE – D	Floor Plan
ANNEXURE – E	Specification and amenities for the Premises,
ANNEXURE – F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.
ANNEXURE – G	Copy of Commencement Certificate
ANNEXURE – H	Payment Schedule

Annexure H

Payment Schedule

- i) 15% to be paid as advance payment or application fee at the time of execution of this agreement.
- ii) 25% to be paid to the Promoter on completion of the work of Plinth of the building in which the said Premises is situated.
- iii) 4% to be paid to the Promoter on completion of work of first slab of the building in which the said Premises is situated.
- iv) 4% to be paid to the Promoter on completion of work of second slab of the building in which the said Premises is situated.
- v) 4% to be paid to the Promoter on completion of work of third slab of the building in which the said Premises is situated.
- vi) 4% to be paid to the Promoter on completion of work of fourth slab of the building in which the said Premises is situated.
- vii) 4% to be paid to the Promoter on completion of work of sixth slab of the building in which the said Premises is situated.
- viii) 4% to be paid to the Promoter on completion of work of Seven slab of the building in which the said Premises is situated.
- ix) 4% to be paid to the Promoter on completion of work of Eight slab of the building in which the said Premises is situated.
- X) 4% to be paid to the Promoter on completion of work of Nineth slab of the building in which the said Premises is situated.
- Xi) 4% to be paid to the Promoter on completion of work of Tenth slab of the building in which the said Premises is situated
- xii) 2% to be paid to the Promoter on completion of Brick work of the said Premises.
- xiii) 2% to be paid to the Promoter on completion of Plaster Work of the said Premises .
- xiv) 2% to be paid to the Promoter on completion of Flooring/Tiling Work of the said Premises .
- xv) 2% to be paid to the Promoter on handing over of the possession of the said Premises to the Allottee.

The Cheque / DD / Pay order to be drawn in favour fo

M/s Milan Associates

A/C No:

IFSC CODE :

Bank: Kotak Mahindra Bank and/or other bank

