

**AGREEMENT FOR SALE**  
**OF FLAT UNDER RERA in the building known as**  
**“Bhuvneshwar Vintage”**

THIS AGREEMENT is made and executed at  
Mumbai on this \_\_\_\_ day of \_\_\_\_\_ 2019

BETWEEN

**M/s. S. P. Infra** a registered partnership firm and  
having its registered office at **Shop No. 6, Aditya  
Heritage V. N. Purav Marg, Sion Chunabhatti Mumbai  
– 400022**, having PAN No. \_\_\_\_\_, AADHAAR NO.  
\_\_\_\_\_ hereinafter referred to as **“THE  
PROMOTERS”** (which expression shall unless it be  
repugnant to the context or meaning thereof mean and  
include the partners for the time being of the said firm  
M/s. S. P. Infra, their partners, survivors or survivor and  
the heirs, executors and administrators of such last  
survivor) of One Part,

AND

(1) \_\_\_\_\_ Aged about \_\_\_\_ years,  
having (PAN No. \_\_\_\_\_ & AADHAAR No. \_\_\_\_\_) (2)  
\_\_\_\_\_ Aged about \_\_\_\_ years having  
(PAN No. \_\_\_\_\_ & AADHAAR No. \_\_\_\_\_) both  
Indian Inhabitants, residing at  
\_\_\_\_\_  
\_\_\_\_\_, hereinafter

referred to as the “**ALLOTTEES**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes his/her/their, heirs, executors, administrators and legal representatives) of the Other Part.

WHEREAS:

- A) The society namely Bhuvneshwar Krupa Co-operative Housing Society Ltd., duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration no. BOM/HSG/3624 of 1972 is absolutely seized and possessed or otherwise well and sufficiently entitled to all that piece and parcel of land with structures situated at plot no. 6 of private scheme of land situated at survey no. 31, Hissa no. 1 (p), and Survey no 164, Hissa No. 2(p), CTS no. 2265,A/1, CTS no. 2265 A/1, CTS No. 101 (part), admeasuring about 540 square meters lying and being at village N Ward, L. B. S. Marg, Ghatkopar West, Village Ghatkopar-Kirol, Mumbai eastern suburban district. Hereinafter referred to as the said property. The said property is more particularly described in the **First Schedule** attached hereto. The said property is owned by the society.
- B) The Society constructed a building consisting of total 11 flats on ground plus 2 floor each flat admeasuring about different area and its 11 members were occupying the units in the said building as members of the society.
- C) The Society's Original Building was about 40 years old and in an extremely dilapidated condition. The Members would have to incur a colossal expenditure

towards repairs of the same. Moreover, due to the growing family size, the members found the existing premises inadequate. Hence the Society was desirous of redeveloping the said Property through a third party developer by demolishing the said Original Building and reconstructing a new building by using the balance floor space Index (FSI) (if any) as well as Transfer of Development Rights (TDR) to put up a newly constructed building as per provision of the Development Control and Promotion and Regulations for Greater Bombay 2034 read with Regulation for the Grant of TDR to owners/ developers and as per the prevailing rules and regulations of MHADA and the Mumbai Municipal Corporation. The Society therefore decided to redevelop the property.

- D) The society decided to invite tenders from the Developers. The society invited tenders after following due process and consulted M/s. Shree Raj Consultants Architects & designers. And after scrutinizing the said offers finally found the offer of the promoter is best one and the promoter being the reputed Developer of the area. After further due negotiations the society in its special general body meeting dated 18.6.2017 accepted the tender and appointed promoter as the developer of the society to redevelop the building of the society. The Development Agreement dated 28.11.2018 was executed and was duly registered at the office of the Sub-Registrar of Assurances vide no. KRL-1-13942/20181 dated 28.11.2018 giving the development rights in respect of the property of the society admeasuring about 540 square meters. By

the said development agreement the promoter agreed to give and allot to the 11 members a flat admeasuring 38% extra over and above the existing flat area of the members. The said plot of land admeasuring about 540 Square Meter is hereinafter referred to **“the project land”** which is more particularly described in the first schedule hereunder written.

- E) The units in the building on the said project land were occupied by members of the society.
- F) The Promoters have proposed to construct on the project land one composite building for the members of the said society and as well as sale component. Pursuant to the sanctioned building plans and which are sanctioned consisting for construction of the building consisting of Ground plus **7** upper floors. The Promoters declares that total sanctioned apartments/flats are **21** out of which **11** are to be provided to the members of the society and the Promoters will be entitled for balance **10** Apartments.
- G) In the premises aforesaid the Promoters are entitled to develop the said property and have the sole and exclusive rights to sell **10** nos. of apartments except the flats to be allotted to the members of the society in the building to be constructed by the Promoters on the said project land and to enter into the agreement with the allottees of the apartments and to receive the sale price in respect thereof.
- H) The Promoters have also proposed \_\_\_\_ nos. of Parking spaces/stack Parking/surface Parking and covered garages have agreed to allot to the members of the said society \_\_\_\_ nos. of Parking Spaces and

entitled to sell the remaining parking spaces to the intending allottees in the said Project.

- I) The Allottee is offered Apartment bearing no. \_\_ on \_\_\_\_ floor (hereinafter referred to as the said **“Apartment”**) in the Sale wing of the building called **“Bhuvneshwar Vintage”** (hereinafter referred to as the said **“Building”** being constructed in the phase of the said project by promoter.
- J) The Promoters have entered into the standard Agreement with M/s. **SHRIRAJ CONSULTANT**, who being the Architects duly registered with the council of Architects is the Architect of the project herein which agreement with them is as the one prescribed by the Council of Architects.
- K) The Promoters have appointed Mr. **SWAPNEEL CONSULTANT** as Structural Engineer for the preparation of the structural designs and drawings of the building to be constructed on the said property and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- L) The promoters being the developers of the said project land have sole and exclusive right to sell the sale component as the Apartments in the said building/s to be constructed by the promoter on the project land and to enter into agreement/s with the allottee/s of the Apartment to receive the sale consideration in respect thereof.
- M) The promoters have made available to the allottee the information relating to the said property along with plans sanctioned as well as proposed, designs, specifications, layout plans, details of the Architect and Structural Engineer and such other documents

as required under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“ **MOFA** ”) and/or Real Estate (Regulation and Development) Act, 2016 (“the said RERA”)and the rules framed there under and as demanded by the allottee/s;

- N) The promoters have also made available to the allottee/s the information relating to the stage wise time schedule of the completion of the project, including the provisions of for common area, civic infrastructure like water, sanitation and electricity.
- O) The allottee /s has/have perused the aforementioned information made available to him/her/it and have expressly noted the contents thereof including the terms, conditions and covenants contained therein;
- P) The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- Q) The society has given vacant possession of the said project land to the Promoters and they are in possession of the project land.
- R) The authenticated copies of Certificate of Title issued by the advocate of the Promoters, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
- S) The authenticated copies of the plans and specifications of the Apartment agreed to be

purchased by the Allottees, as sanctioned and approved by the local authority, i.e. IOD no. CHE/ES/2888/N/337/(NEW) Dated 15.12.2018 and C.C. No. CHE/ES/2888/N/337/(NEW)/CC/1/New Dated 8.3.2019 and building plan, floor Plan, have been annexed and marked as **Annexure C1, C2 & C3** respectively.

- T) The Promoters have got the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- U) 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 while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- V) The Promoters has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- W) Being satisfied with the title of the Promoter to the said property and the right of the promoters to develop the said property and being satisfied with all the plans, specifications and other documents made available by the promoter, the allottee/s has/have agreed to purchase and acquire the said

premises more particularly described in the SECOND Schedule hereunder written from the Promoters at or for the aggregate consideration including parking space, if agreed, to be provided is Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) and on the terms and conditions contained hereinafter;

- X) The Allottee /s have prior to the execution of these presents paid to the promoter a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) towards earnest money and have agreed to pay a further sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) towards further consideration amount simultaneously against the execution of these presents;
- Y) Under Section 4 of MOFA and Section 13 of the said RERA, the promoters are required to execute a written Agreement for Sale in respect of the said premises with the allottee/s being these presents and upon the execution of these presents and it being lodged for registration by the allottee/s and the promoter being informed about the same, the promoters are required to admit execution thereof before the concerned Sub-Registrar/s;
- Z) The parties are accordingly executing these presents in the manner hereinafter appearing;
- AA) The authenticated copies of the plans and specification of the Apartment agreed to be purchased by the Allottees as sanctioned and approved by the local authority have been annexed and marked as **Annexure “D”** .



- BB) The carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, as sanctioned by the planning authority and includes the area covered by the internal partition walls of the Flat. The specification and amenities to be provided in the apartment by the promoter is listed and the list is annexed as **Annexure "E"**.
- CC) 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;
- DD) The promoter has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ No. \_\_\_\_\_. The authenticated copy is attached in **Annexure "F"**;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottees hereby agrees to purchase the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Wing \_\_\_\_\_ along with Stilt/Stake Parking Big/Small bearing No. \_\_\_\_\_ .

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

1. The Promoters shall construct the composite building/s namely **“Bhuvaneshwar Vintage”** consisting of Stilt + 7 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottees except any alteration or addition required by any Government authorities or due to change in law. However it is made clear and agreed upon by the parties that

- a. The Promoter may make such minor additions and/or alterations to the said sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the unit/ apartment may be required by the allottee/s or such minor changes or alteration as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and/or requirements of Mumbai Municipal Corporation and/or statutory rules and regulations after proper declaration and intimation to the allottee.
- b. The promoter may make any other alterations or additions in the sanctioned plans, layout

plans and specifications of the buildings or the common areas within the phase/project in accordance with the provision and/or Rules under RERA as may be applicable.

2. The Allottees hereby agree to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottees Apartment No. \_\_\_\_\_ in Wing \_\_\_\_\_ having carpet area admeasuring \_\_\_\_\_ square meters equivalent to \_\_\_\_\_ square feet on \_\_\_\_\_ floor in the building (hereinafter referred to as “**the Apartment**”) more particularly described in the Second Schedule annexed herewith and as shown in the Floor plan thereof hereto annexed and marked **Annexure C1 & C2** for the consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
3. The Allottees hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottees covered parking space bearing No. \_\_\_\_ situated at \_\_\_\_\_ stilt/stack being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only).
4. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_)
5. The Allottees has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_/- (not exceeding 10% of the total consideration) as advance payment or application fee

and hereby agrees to pay to the Promoters the balance 90% amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the following manner :-

- a. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters after the execution of Agreement within \_\_\_\_\_ days.
- b. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.
- c. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the \_\_\_\_\_ slab including podiums and stilts of the building or wing in which the said Apartment is located.
- d. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the \_\_\_\_\_ slab of the building or wing in which the said Apartment is located.
- e. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the \_\_\_\_\_ slab of the building or wing in which the said Apartment is located.
- f. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- g. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- h. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) ( to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
  - i. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
  - j. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
  - k. Rs\_\_\_\_\_/ - (Rupees \_\_\_\_\_) being the balance amount against and at the time of handing over of the possession of the Apartment to the Allottees.
6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Apartment Premises and said Parking Space.
7. 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/ rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments, or as may be prescribed by the Competent Authority etc.

8. Without prejudice to the right of Promoter to charge interest in the terms of Clause 9 below the allottee /s hereby agree/s that if the allottee /s commits a default (i) in payment of any of the aforesaid installments on their respective due dates (time being of the essence of the contract), with or without interest, as the case may be, and/or, (ii) in observing and performing any of the terms and conditions of this Agreement, and if the default continues inspite of 15 (fifteen) days' notice (in writing) by Registered Post AD at the address provided by the allottee and by email having been given / sent by the promoters to the allottee /s at the email address provided by the allottee, of his intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the allottee fails to rectify the breach or breaches mentioned by the promoter within the period of the notice then at the end of

such notice period the promoters shall be at liberty to unilaterally terminate this Agreement. Provided further that in the event of such termination, the promoter shall refund to the allottee (subject to adjustment and recovery of any agreed liquidated damages, statutory liabilities or any other amount which may be payable to the promoter) within a period of thirty days of the termination, the installments of sale consideration of the Unit/Flat which may till then have been paid by the allottee to the promoter. The promoters shall be entitled to deduct the earnest money that is amount equal to 10% of the consideration money paid by the allottee/s to the allottees and refund the balance installment amounts. The amounts paid by the allottee/s to the promoters till then towards VAT, Service Tax, GST and other like taxes shall be non-refundable. On the promoter terminating this Agreement under this clause, they / he shall be at liberty to sell and dispose of the said premises to any other persons/parties as the promoters may deem fit and proper, at such price and upon such terms and conditions as the promoters may determine and the allottee /s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the promoter by reason of such sale or transfer being effected by the promoters in favour of any other person/s or party.

9. Without prejudice to the other rights of the allottees under this Agreement and/or in law the allottee/s hereby agree and undertake in case the allottee/s fail to pay the installment amounts on its due date as

mentioned, then in that event, the allottees shall be bound and liable to pay the allottees an interest that shall be the highest State Bank of India Marginal Cost of Lending rate plus two percent or interest as may be applicable under the provisions of RERA and in absence of any such provision at 12% p. a. whichever is higher on and from the due date till the date of actual payment. Provided further that the allottees shall be entitled to appropriate the amount received from allottee firstly towards the interest and thereafter towards consideration/installment amount or any other amount payable by the allottee. The allottee/s hereby grants its / her / his / their consent to the aforesaid appropriation.

10. The Promoters shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the completion and /or occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area over and above the permissible limit as above then Promoters shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoters shall demand additional amount from the Allottees 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 2 of this Agreement.

11. The Allottees authorizes the Promoters to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottees undertakes not to object/ demand/ direct the Promoters to adjust his/ her/their payments in any manner.
12. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Building/ Project.
13. Time is essence for the Promoters as well as the Allottees. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 5 herein above. ("Payment Plan").

14. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoters has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of as proposed to be utilized by it on the project land in the said Project and Allottees has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed (unutilized) FSI shall belong to Promoters only.
15. If the Promoters fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottees beyond the grace period, the Promoters agrees to pay to the Allottees, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottees to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in **Annexure E**, annexed hereto.
17. The Promoters shall give possession of the Apartment to the Allottees on or before \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The parties agree for the grace period of 6 months for giving the possession. If the Promoters fails or neglects to give possession of the Apartment to the Allottees on account of reasons beyond its control and of its agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottees the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 9 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- a. War, civil commotion or act of God ;
- b. Scarcity of the labour, cement, sand or any material required for the construction.
- c. Time taken by the local authority and/or competent authority for further sanctions.
- d. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

18. **Procedure for taking possession** - The Promoters upon obtaining the completion certificate or the occupancy certificate from the competent authority, whichever is earlier and upon the Payment made by the Allottees as per the agreement shall offer in writing the possession of the apartment, to the Allottees in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottees. The Promoters agrees and undertakes to indemnify the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottees agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be before taking the possession. The Promoters on its behalf shall offer the possession to the Allottees in writing within 7 days of receiving the occupancy certificate or completion certificate whichever is earlier, of the Project. The promoter shall have right to withheld the handing over the possession till all the dues of consideration amount, taxes and other charges are paid by the allottees to the promoter.
19. The Allottees shall take possession of the Apartment /Parking Space/ Garage within 15 days of the written notice from the Promoters to the Allottees intimating that the said Apartment and Parking Space /Garage are ready for use and occupancy:
20. **Failure of Allottees to take Possession of Flat/ Parking Space/Garage:** Upon receiving a written intimation from the Promoters as per clause 18 above

the Allottees shall take possession of the Apartment / Parking Spaces/ Garage from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment/Parking space /Garage to the Allottees. In case the Allottee fails to take possession within the time provided in clause 18 such Allottees shall continue to be liable to pay maintenance charges, taxes and other charges, as applicable. On failure of the allottee to take possession then the allottee shall be liable to pay 18% interest on the balance amounts due and payable by the allottee to the promoter.

21. If within a period of five years from the date of handing over the Apartment/Parking Spaces/ Garage, to the Allottees, the Allottees brings to the notice of the Promoters any material structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided that such defect is caused due to the defect at the time of the construction and it is clarified and agreed between the parties that such structural defects shall be certified by the professional architect or the structural engineer as the case may be. Provided always that the allottee has not made any changes or

alteration in the apartment allotted to him in any respect. However if the allottee has made any changes in the apartment or the structure then the promoter shall not be liable for rectifying the same.

22. The Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/ office/show room/ shop/ godown for carrying on any industry or business as per the sanctioned plan. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.
23. The Allottees along with other Allottees of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and/or join the existing society namely Bhuvaneshwar Krupa Co-operative Housing Society Ltd., by becoming member thereof, 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 or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottees, so as to enable the Promoters to register the common organization of Allottees and/or make member of the existing society. No objection shall be taken by the Allottees, 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.

24. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, and obtaining occupancy certificate, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said project land and/or building in which the said Apartment is situated.
25. Within 15 days after notice in writing is given by the Promoters to the Allottees that the Apartment is ready for use and occupancy, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building/s namely local taxes, betterment charges or maintenance charges, common electricity charges, 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 or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottees shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottees further agrees that till the Allottee's share is so determined the Allottees shall pay to the Promoters provisional monthly contribution of Rs. \_\_\_\_\_ per month towards the outgoings. The amounts so paid

by the Allottees to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the project land is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

26. The Allottees shall on or before delivery of possession of the said Apartment keep deposited with the Promoters, the following amounts :-

- a. Rs. \_\_\_\_\_/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- b. Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- c. Rs. \_\_\_\_\_/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- d. Rs. \_\_\_\_\_/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/Apex body.
- e. Rs. \_\_\_\_\_/- For Deposit towards Water, Electric, and other utility and services connection charges &
- f. Rs. \_\_\_\_\_/- for deposits of electrical receiving and Sub Station provided in Layout/Building.

27. The Allottees shall pay to the Promoters a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and



expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease and other professional fees.

28. At the time of registration of conveyance of the project land or the building the Allottees shall bear and pay the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the project land. The allottees or the the said Society or Limited Company shall tender /produce the said deed of conveyance before the sub registrar of assurance and call upon the promoter to attend the registration office on the particular day and the promoter shall attend the said registration office and admit the execution thereof.

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

The Promoters hereby represents and warrants to the Allottees as follows:

- i. The Promoters has clear and marketable title as developer with respect to the project land as described 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 has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement/

arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the society/ Association of the Allottees;
  - x. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
30. The Allottees or himself/herself/themselves with intention to bring all persons into whosoever hands

the Apartment may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and

maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottees and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 Apartment without the prior written permission of the Promoters 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, maintenance charges, other charges as may be applicable, 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 Apartment is situated.
- viii. To bear and pay increase in outgoings, 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 Apartment by the Allottees for any purposes other than for purpose for which it is sold.
- ix. The Allottees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottees to the Promoters under this Agreement are fully paid up.

- x. The Allottees shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Flats 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 Allottees shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the building on the project land in which the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottees shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
31. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottees 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.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/ her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the project land is transferred to the society/ company as hereinbefore mentioned.

**33. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoters executes this Agreement it shall not mortgage or create a charge on the Apartment allotted to the allottee 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 Allottees who has taken or agreed to take such Flat in proportionate to the amount of the consideration he has paid till date.

**34. BINDING EFFECT :**

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

**35. ENTIRE AGREEMENT**

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

**36. RIGHT TO AMEND**

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

**37. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES 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 Apartment /Plot, in case of a transfer, as the said obligations go along with the Apartment /Plot for all intents and purposes.

**38. SEVERABILITY :**

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

**39. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the Allottees 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 Apartment to the total carpet area of all the Apartment in the Project.

**40. FURTHER ASSURANCES :**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in

additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**41. PLACE OF EXECUTION :**

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

42. The Allottees and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

\_\_\_\_\_ Name of Allottees

\_\_\_\_\_ (Allottee's Address) Notified

Email ID: \_\_

Promoters name & Address;

M/s S. P. INFRA

\_\_\_\_\_ (Promoters) Notified Email ID: \_\_\_\_

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

44. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottees 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.

45. **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottees.

46. **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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

47. **GOVERNING LAW :**

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

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

### **FIRST SCHEDULE**

ALL THAT Piece and parcel of the plot of land admeasuring 540 square meter situated at plot no. 6 of private scheme of land situated at survey no. 31, Hissa no. 1 (p), and Survey no 164, Hissa No. 2(p), CTS no. 2265,A/1(part)Ghatkopar-kirol, CTS no. 212 (part) , CTS No. 101 (part)Ghatkopar, admeasuring about 540 square meters lying and being at village N Ward, L. B. S. Marg, Ghatkopar West, Village Ghatkopar-Kirol , Mumbai eastern suburban district, Mumbai – 400 086 belonging to M/S. BHUVANESHWAR KRUPA CO-OPERATIVE HOUSING SOCIETY LTD., and bounded as follows:

On or towards the North : Jain Bhavan .

On or towards the South : Jai Shankar CHS.

On or towards the West : Jain Sthanak Vashi sangh.

On or towards the East : 9.15 Mtrs Road.

### **SECOND SCHEDULE**

Apartment no. \_\_\_\_ admeasuring about \_\_ square meter carpet i.e. \_\_ square foot, on \_\_ floor, in building known

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED ALLOTTEES )  
1. )  
2. )  
In the Presence of \_\_\_\_\_ )  
1.  
2.

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED PROMOTERS )  
M/s S. P. INFRA )  
through its partners )  
1. )  
2. )  
 )  
In the Presence of \_\_\_\_\_ )  
1.  
2.

**Receipt**

RECEIVED on or before the day and year first  
 hereinabove written of and from the within named  
 allottee total sum of Rs. \_\_\_\_\_/- (Rupees  
 \_\_\_\_\_only) by Cheque No. \_\_\_\_\_ dated  
 \_\_\_\_\_ drawn on \_\_\_\_\_ and Rs. \_\_\_\_\_/-  
 Rupees \_\_\_\_\_only) by Cheque  
 No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as and  
 by way of earnest money.

Rs. \_\_\_\_\_/-

WE SAY RECEIVED

For M/s S. P. INFRA

WITNESSES

1.

2.

Promoters