

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) is made and entered into at Mumbai on this ____ day of _____, 20__.

BY AND BETWEEN:

M/s. Chandiwalla Enterprises a partnership firm registered under the Indian Partnership Act, 1932 having its office at 222/A, AL-Moonaz Arcade, 1st Floor, Opp. Post Office, S. V. Road, Andheri (West), Mumbai - 400 058 hereinafter referred to as the **“Promoters”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors, executors, administrators, and assignees) of the **One Part:**

AND

MR./MRS. _____
having address at _____

_____ hereinafter referred to as **“The Allottee”**) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators/Successors and permitted assigns) of the **Second Part;**

The Promoter and Allottee/s shall hereinafter collectively be referred to as the **“Parties”** and individually as **“Party.”**

Whereas the Promoters are the Developers of the property i.e. all that pieces or parcels of Land bearing Survey No. 29, Hissa Nos. 2 and 2A and 2B bearing corresponding C.T.S. Nos. 39 and 39/1 to 5, corresponding C.T.S. Nos. 284, 284/1 to 23 and Survey No. 26 Hissa No. 6A and 6B and 7, bearing corresponding C.T.S. Nos. 40, 40/1 to 37 and 285, 285/1 and 2 and Survey No. 26 and Hissa No. 7 of Village Bandivali, Taluka Andheri, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai admeasuring in aggregate 17,785 Sq. Mtrs. or thereabouts, situate, lying and being at Village Bandivali, Jogeshwari, Taluka Andheri in the Registration Sub-District of Mumbai suburban more particularly described in the First Schedule hereunder written and hereinafter referred to as **“the said larger Property”**.

And whereas out of the said larger property, **Azad Nagar Welfare Society SRA CHS (Ltd.)** is seized and possessed of or otherwise well and sufficiently entitled to piece or parcel of Plot bearing C.T.S. No. 40, 40/1 to 36 & 284/1 to 23 of Village Bandivali, Jogeshwari (West), Mumbai - 400 102 within the Registration District and Sub-District of Mumbai Suburban and more particularly described in the second schedule hereunder written (hereinafter referred to as the **“said Property”**).

And whereas the Tenants/Occupants on the said property have been in use, occupation and possession

of their respective tenements standing on the said property and the said Tenants have formed a society namely **Azad Nagar Welfare Society SRA CHS (Ltd.)** (the **society** herein).

And Whereas the said property has been declared as a slum under the Slum re-Development Scheme of the Government of Maharashtra and the Municipal Corporation of Greater Bombay.

And whereas a scheme for redevelopment of slums through participation of slum dwellers under Regulation No. 33(10) of the Development Control Regulations of Mumbai 1991 read with Appendix -IV is formulated which is hereinafter referred to as “**the said scheme**” (which expression shall also mean and include all additions and alterations made from time to time to the said scheme).

And whereas the Promoters have submitted the plan in respect of the said Property and the Slum Rehabilitation Authority have sanctioned the Plan on the said Property. The Promoters also declare and confirm that the shops and flats, they have agreed to sale to the purchaser is duly sanctioned by the Slum Rehabilitation Authority and the Promoters are permitted by the Slum Rehabilitation Authority to sale the said shops/flats to any prospective purchasers.

And whereas Letter of Intent (LOI) bearing No. SRA/ENG/2701/KW/PL/LOI dated 05/05/2015 issued by Slum Rehabilitation Authority in respect of the said

property. As per the said LOI, the Promoters are entitled to construct the Rehab and Sale Buildings on the said property admeasuring 2013.52 sq. mt..

And whereas Intimation of Approval (IOA) bearing No. SRA/ENG/3245/KW/PL/AP dated 14/07/2015 and Commencement Certificate bearing No. SRA/ENG/3245/KW/PL/AP dated 25/08/2015 have been issued by Slum Rehabilitation Authority in respect of the composite Building No. 1.

And whereas as per the amended plan on 01/01/2016, the CC was further extended to Lower ground + upper ground + Stilt + 1st to 13th floors and the promoter herein is entitled to construct the building having Ground + 13th floors on the said property.

And whereas the promoters have commenced the construction of Rehab Building and completed Lower ground + upper ground + Stilt + 1st to 13th floors of the said Rehab Building and the part occupation certificate is obtained upto 13th floors.

And whereas as per the amended plan on 12/05/2017, the CC was further extended from 13th floors to 22nd floors and the promoter herein is entitled to construct the further construction of the said building from 13th floors to 22nd floors on the said property.

And whereas the building plan for the Building known as Pearl Majestic, (Sale building No. 2) consisting of

Stilt + 22 floors is approved by the Slum Rehabilitation Authority vide I.O.A. bearing No. **SRA/ENG/3247/KW/PL/AP** dated 9th October, 2017 and Commencement Certificate No. **SRA/ENG/3247/KW/PL/AP** dated 12th October, 2017.

And whereas the Promoters have obtained all the permissions and have developed the portion of the said Property admeasuring 15521.67 sq. mt. under Regulation 33 (14) of the Development Control Regulations, 1991 and have complied with the conditions to develop the said Property under the said Regulation 33 (14).

And whereas as per amended plan, **the revised LOI have been issued by the** Slum Rehabilitation Authority bearing No. **SRA/ENG/2701/KW/PL/LOI** dated 21st March, 2017 in respect of the said property.

And whereas the Promoters entitled to develop the said property (i.e. balance area admeasuring 2013.52 sq. mtrs.) under Regulation 33 (10) of the Development Control Regulations, 1991 and have complied with the conditions to develop the said Property under the said Regulation 33 (10).

And whereas the Promoter is entitled to sell all saleable flats/premises of free sale component. TDR and rights and benefits out of the said scheme for such price and terms and conditions as it deems fit and proper.

And whereas the Allottee has seen the building plans in respect of the said building known as “**Pearl Majestic**” (Sale Building No. 2) (hereinafter called “**the said Building**”) to be constructed on the said Property and approved by the Slum Rehabilitation Authority (“**S.R.A.**”).

And whereas All the Agreements, permission/s, orders are in force subsisting and binding upon the parties and the Promoters are entitled to take benefits of the same. The Promoters has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoters alone have the sole and exclusive right to sell the Flats/Premises in the said Building being constructed by them on the said Property and to enter into an agreement/s with the purchasers and allottees of the Flats/Premises/ Parking’s etc. and to receive the sale proceeds in respect thereof.

And whereas By virtue of the said Development Agreement the Promoters alone have the sole and exclusive right to sell, lease, allot or otherwise transfer the flats in the said Building on what is popularly known as ‘**Ownership Basis**’ as also the part terraces and allot the open parking, stilt parking, Podium parking in the said Building being constructed by them on the said Property and to enter into Agreement/s with the Allottee and acquirers of flats, part terraces, open parking, stilt parking and to

receive the consideration and sale price in respect thereof.

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 Promoter 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 wing/s shall be granted by the concerned local authority.

And whereas the Promoters shall also be entitled to amalgamate any other land to the said property and use the entire potential benefits arising there from by way of F.S.I., F.F.S.I., TDR etc. by carrying on construction of additional structures/buildings and/or extension or existing buildings in the entire property.

And whereas the Allottee/s, do hereby place on record that the Allottee/s have agreed/consented for reconstruction/re-development of any adjoining plot/s of the said Plot bearing C.T.S. Nos. 40, 40/1 to 36 and 284/1 to 23 admeasuring 2013.52 sq. mt. of Village Bandivali, Taluka Andheri and amalgamating of any other adjoining plot/s of the said Plot bearing C.T.S. Nos. 40, 40/1 to 36 and 284/1 to 23 of Village Bandivali, Taluka Andheri. And If, In the event of any No Objection/Irrevocable Consent of the Allottee/s is required for reconstruction/redevelopment of any

adjoining plot/s, then in that case, this Agreement itself shall operate as No Objection/Irrevocable Consent for reconstruction/redevelopment of the any adjoining plot/s of land by utilizing the full available and permissible Floor Space Index (F.S.I) and Transfer of Development Rights (T.D.R.) and Fungible Floor Space Index (F.F.S.I.) if any of the adjoining plot/s in connection thereof and/or any further benefits available herein after and/or any further benefits available at any time hereinafter as per Government rules including by amalgamating of any adjoining plot/s, shall belong to the Promoters M/s. Chandiwala Enterprises and/or Whomsoever, even before and/or after handing over the possession of the “the said Flat/ the said Shop” and/or even before and/or after obtaining occupation certificate and/or even before and/or after Lease Deed in respect of the said Property together with the building to be constructed thereon and even after execution of such documents in favour of the Society/Organization to be formed registered by the Slum Dwellers and other Allottee/s of “the said Flat/the said Premises” in the said New building, as and when the Promoters M/s. Chandiwala Enterprises will deem fit and proper. The Promoters M/s. Chandiwala Enterprises shall have full rights, power and absolute authority to deal with amalgamation of any adjoining plot/s and Slum Dwellers/Allottee/s without raising any objection/ query or otherwise. In that case there will be common society/organization of all the buildings constructed on any adjoining plot/s and the buildings to be

constructed on any adjoining plot/s. The Allottee/s, do hereby request the Promoters M/s. Chandiwala Enterprises to kindly accept said Allottee/s Irrevocable Consent for the purpose of reconstruction/re-development of any adjoining plot/s with the said Plot bearing C.T.S. Nos. 40, 40/1 to 36 and 284/1 to 23 of Village Bandivali, Taluka Andheri and amalgamating of any other adjoining plot/s of the said Plot bearing C.T.S. Nos. 40, 40/1 to 36 and 284/1 to 23 of Village Bandivali, Taluka Andheri and also for the purpose of amending and/or modifying plans duly approved/amended of the proposed Building till completion of the Building.

And whereas the Promoter has proposed to construct the building known as **Pearl Majestic**, (Sale building No. 2) **consisting of Stilt + 22 floors on the said property.**

And whereas the Allottee is offered an Apartment bearing number _____ on the __ floor, (herein after referred to as the said “**Apartment**”) in the _____ wing of the Building called **Pearl Majestic** (herein after referred to as the said “**Building**”) being constructed by the Promoter.

And whereas the Promoter has entered into the standard Agreement with an Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

And whereas the Promoter has appointed a 'Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

And whereas by virtue of the Development Agreement/Power of Attorney, the Promoter alone has the sole and inclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale price in respect thereof;

And whereas the Allottee/s herein has demanded from the Promoter and Promoter has given inspection to the Allottee/s, of all the documents of the title relating to the said project and also sanctioned plans, L.O.I., I.O.A. and C.C. and revised L.O.I. issued by Slum Rehabilitation Authority and such other documents as are specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as **“the said Act”**) and the rules made there under.

And whereas the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from

time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

And whereas the copies of Certificate of Title issued by the attorney-at-law or advocate of the Promoter, 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 Promoter to the said land on which the Apartments are constructed or are to be constructed have been annexed thereto and marked **Annexure 'A' 'B'**, respectively.

And whereas the copies of the plans of the layout as approved by the concerned Local Authority have been annexed hereto and marked **Annexure C-1**.

And whereas the 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 have been annexed hereto and marked **Annexure C-2**.

And whereas the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter have been annexed hereto and marked **Annexure D-1**, and as approved by the concerned local authority have been annexed hereto and marked **Annexure D-2**.

And whereas hereto annexed as “**Annexure - E**” is a copy of Letter Of Intent (L.O.I.) alongwith the copy of revised Letter Of Intent (L.O.I.)

And whereas hereto annexed as “**Annexure - F**” is Copy of the aforesaid Intimation of Approval (I.O.A.).

And whereas hereto annexed as “**Annexure - G**” is Copy of the aforesaid Commencement Certificate.

And whereas the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on ____ floor in wing ____ being constructed on the said Property.

And whereas the carpet area of the said Apartment is _____ Sq. Ft. (_____ Sq. Mtrs.), and “carpet area” means the net usable floor of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

And whereas relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the said Allottee, said Apartment at the price and on the terms and conditions hereinafter appearing.

And whereas prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being

part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.

And whereas the Promoter has registered the said project under the provision of the Real Estate (Regulation &Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Kokan Division on ____ under registration No. _____.

And whereas under section 13 of the said Act the Promoter is required to execute a written agreement for sale of said Apartment to the Allottee, being in fact these presents and also to register said agreement under the Registration Act,1908.

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

- 1. The** Promoter shall construct the said building i.e. **Pearl Majestic** consisting of Stilt + 22 upper floors consisting of residential units and commercial units on the said land in accordance with the plans, designs, specifications approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing to the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any Alteration or addition required by any Government authorities or due change in law.

1. **(a) The** Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one Apartment **No.** _____ of the Carpet Area admeasuring _____ **Sq. Fit (i.e. _____ Sq. Meter)** of Wing “__” on ____ **Floor** in the Building “Pearl Majestic” alongwith (hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof thereto annexed and marked as **Annexure - 6** for the consideration of **Rs.** _____/- (**Rupees** _____ **Only**) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1. **(b) The** Allottee has paid on or before execution of this agreement a sum of **Rs.** _____/- (**Rupees** _____ **Only**) (not exceeding 10% of the total consideration) as Earnest Money Deposit of application fee and hereby agrees to pay to that Promoter the balance amount of

purchase consideration of **Rs. _____/- (Rupees _____ Only)** in the following manner:-

- i. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 30% of the total consideration) to be paid to the Promoter on the execution of Agreement;
- ii. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing the said Apartment is located.
- iii. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located {to be paid in **23** installment of **Rs. _____/- (Rupees _____ Only)** each and each installment to be paid on the completion of each slab}.
- iv. Amount of **Rs. _____/- (Rupees _____ Only)** (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of **Rs.** _____/- (**Rupees** _____
_____ **Only**) (not exceeding 80% of the
total consideration) to be paid to the Promoter
on completion of the Sanitary fittings, staircase,
lift wells, lobbies upto the floor level of the said
Apartment.

vi. Amount of **Rs.** _____/- (**Rupees** _____
_____ **Only**) (not exceeding 85% of
the total consideration) to be paid to the
Promoter 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.

vii. Amount of **Rs.** _____/- (**Rupees** _____
_____ **Only**) (not exceeding 95% of
the total consideration) to be paid to the
Promoter on the completion of the lifts, water
pumps, electrical fittings, electro, mechanical
and environment requirements, entrance
lobby/s, plinth protection, paving of areas
appertain and all other requirements as may be
prescribed in the Agreement of sale of the
building or wing in which the said Apartment is
located.

viii. Balance Amount of **Rs.** _____/- (**Rupees**
_____ **Only**) against and at the time
of handing over of the possession of the
Apartment to the Allottee on or after receipt of
occupation certificate or completion certificate.

1. **(c). The** Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the Apartment.
1. **(d). The** Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levels imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
1. **(e). The** Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/

demand/direct the Promoter to adjust his payments in any manner.

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

2.1 The Promoter 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 Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee 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 Allottee 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

Promoter as provided in clause 1(b) herein above.
("Payment Plan").

- 3. The** Promoter hereby agrees that he shall, before handing over possession of the Agreement to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the Allottee(s) Allottees of Apartments/shops/garages in the building/ wing to be constructed on the said land (hereinafter referred to as "the Society"/"the Limited Company") make full and true disclosure of the nature of his/her/their title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing, is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said structure of the said building/wing by the Promoter in favour of the said Society/Limited Company, within two months of obtaining occupation certificate/

completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total Allottees in such a building or wing have taken possession and the Promoter has received the full consideration of such Allottees whichever is earlier.

- 4. The** Promoter hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or Limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as “the Apex Body” or “Federation” or “Holding Company”) make full and true disclosure of the nature of his/her/their title to the said Land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that he said Land is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment or lease of the said Land by the Promoter in favour of the said Apex Body/

Federation/Holding Company, within two months or registering the society or company of the Apartment Allottee(s) of the last of the building or wing constructed on the said Land.

5.1 The Allottee agrees to pay to the Promoter interest at 18 per cent per annum on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

5.2 Without prejudice to right of Promoter to charge the interest in terms of sub clause (i) above, on the Allottee committing default in payment on due data of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement;

5.3 Provided that, Promoter shall give notice of seven days in writing to the Allottee by email at the email address provided by the Allottee of his/her/their intention to terminate this Agreement and of the specific breach of breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies the breach or breaches mentioned by the

Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

5.4 Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee(subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay the Allottee any interest on the amount so refunded.

6. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment are those that are set out in **Annexure - 'H'** annexed hereto.

7. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December' 2022, if the Promoter fails or neglects to give possession of the Apartment to the

Allottee on account of reasons beyond his control and of his/her/their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her/them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

8. Provided that the Promoter 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:-

- i.** non-availability of steel, cement, other building materials, water or electric supply;
- ii.** war, civil commotion or act of God;
- iii.** any notice, order, rule, notification of the Government and/or other public or competent authority.

9.1. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Flat, the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee

in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

9.2. The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter giving written notice to the Allottee intimating that the said Apartment is ready for use and occupation.

9.3. Failure of Allottee to take Possession of Apartment/Flat : Upon receiving a written intimation from the Promoter as per clause 9.1, the Allottee shall take possession of the Apartment/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall be give possession of the Apartment/Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

9.4. If within a period of Three years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the

Promoter any defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such, then the Allottee shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of Three years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

If the Allottee/s willing to get the said apartment furnished through the Promoter, In that case, the additional price will be charged by the Promoter from the Allottee for the furniture and fixtures etc.

- 10. The** Allottee shall use the Apartment or any part thereof or permit the same to be used for the purpose of residential use only.
- 11. The** Allottee alongwith other Allottee's of Apartments in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to

time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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.

if any, further FSI is granted or any further FSI is available by use of any T.D.R. or otherwise hereafter or even after execution of Conveyance/ Assignment in favour of Society, then the Promoter shall have exclusive right to use such FSI/TDR and to carry out such construction on the said property or on the building constructed on the said property. The Allottee and the Society will not have right to carry on any further construction if possible by use of any T.D.R. or otherwise any further F.S.I. is granted or to consume any F.S.I. even permitted in future. The

Allottee and the Society will not object to carrying on such construction by the Promoters.

12.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

12.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter and/or the owners in the said land on which the building with multiple wings or buildings are constructed.

12.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors. chowkidars, sweepers and all other expenses necessary and

incidental to the management and maintenance of the said 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 Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contributions of Rs. ____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing 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 or wing the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter

to terminate this agreement in accordance with terms and conditions contained herein.

- 13. The** Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:-

S. No.	Particulars	Amt. in Rupees
(i)	Entrance Fees and Share Capital	Rs. ____/-
(ii)	Society Formation and Registration Charges	Rs. ____/-
(iii)	Installation of Electric Meter Water Meters	Rs. ____/-
(iv)	Legal and Agreement costs	Rs. ____/-
(v)	Development Charges	Rs. ____/-
(vi)	Deposit of proportionate shares of taxes, maintenance charges approx 12 months	Rs._____-/-
Total :		Rs. _____-/-

The Allottee agrees and understands that if the expenses under any of the above heads are less, then the same shall be paid by the Purchaser to the Promoters as and when called upon by the Promoters and in any event prior to being permitted to enter upon the said Flat Premises. The Purchaser agrees and understands that the Promoters shall not be called upon to render any account in respect of the payments at (ii) to (v) above.

14. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building/wing of the building. At the time of registration of conveyance or Lease of the said Land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body 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 Apex Body or Federation.

15.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i.** The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;

- ii.** The Promoter 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 said 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 said 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, said 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, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at the times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common area;
- vi.** The Promoter 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 Promoter has entered into any agreement for sale and/or development or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee in the manner contemplated in this Agreement;
- ix.** At the time of execution of the conveyance deed/lease deed of the structure to the association of Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee(s);
- x.** The Promoter 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 Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

15.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenant with the Promoter as follows:

- i.** To maintain the Apartment at the Allottee's own cost in good tenantable repair and condition from the date the 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 not carry or cause to be carried 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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii.** To carry at his 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 Promoter to the Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee 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, pipes in the Apartment and 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 damage to columns, beams, wall , slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter 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 said 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 said land and the building in which the Apartment is situated.

- vii.** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by 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 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 Allottee to any purposes for which it is sold.
- ix.** The Allottee 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 Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- x.** The Allottee 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 Apartments 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the Occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

- xi.** Till a conveyance/lease deed of the structure of the building in which Apartment is situated is executed in favour of society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
- xii.** Till a conveyance/lease deed of the said Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the

Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and condition thereof.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a company or towards the outgoings, legal charges and shall utilise 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 Apartment or of the said Plot and Building or any part thereof. The Allottee 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, etc. will remain the property of the Promoter, until the said structure of the Building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apex Body/Federation as hereinbefore mentioned.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Flat 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 who has taken or agreed to take such Apartment/Flat.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(seven) 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, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/flat/building, as the case may be.

21. RIGHT TO AMEND

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

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

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

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of 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 WHENEVER 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 proportion which the carpet area of the Apartment/Flat bears to the total carpet area of all the Apartment/Flat in the Project.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai after the Agreement is duly executed by the Allottee and the Promoter 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 Office.

27. The Allottee/s shall bear and pay the stamp duty and registration charges of these presents as well as that of Lease Deed/Deed of Conveyance as per prevailing rules and the Promoters shall not be liable to bear any expenses towards the same.

28. The Allottee and/or Promoter 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 will attend such office and admit execution thereof.

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

Name of Allottee : **MR.** _____

Allottee Address : _____

Notified Email ID :

Tel. Nos. :

Promoter Name : **M/s. Chandiwala Enterprises**

Promoter Address: 222-A, AL-Moonaz Arcade, 1st Floor Opp. Post Office, S. V. Road, Andheri (West), Mumbai - 400 058.

Notified Email ID : info@chandiwalagroup.com

Tel. Nos. : 02226288813/02226282434

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

29. JOINT ALLOTTEES

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

30. Dispute Resolution : Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the said Act, i.e. the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. The PAN of the parties is as follows:

S. No.	NAME	PAN NO.
1.	M/S. CHANDIWALA ENTERPRISES	AACFC6522F
2.		
3.		

32. GOVERNIN 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.

Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act No. XV of 1971) and the rules made thereunder.

IN WITNESS WHEREOF the Parties hereinabove have set and subscribed their respective hands and seals to this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate lying and being at Village Bandivali, Jogeshwari, Taluka Andheri, Mumbai - 400 102, bearing Survey No. 29, Hissa Nos. 2 and 2A and 2B bearing corresponding C.T.S. Nos. 39 and 39/1 to 5, Corresponding C.T.S. Nos. 284, 284/1 to 23 and Survey No. 26 Hissa No. 6A and 6B and 7, bearing corresponding C.T.S. Nos. 40, 40/1 to 37 and 285, 285/1 and 2 of Village Bandivali, Taluka Andheri, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai admeasuring 17785 Sq. Mtrs. or thereabouts.

Second Schedule Above Referred to:

(Description of the land and all other details)

Land bearing C.T.S. Nos. 40, 40/1 to 36 and 284/1 to 23 of Village Bandivali, Taluka Andheri, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai

admeasuring 2013.52 Sq. Mtrs. or thereabouts,
situate lying and being at Behind F.D.C. Aqka Masjid
Road, Jogeshwari (West), Mumbai - 400 102 Taluka
Andheri in the Registration Sub-District of Mumbai
Suburban

In case of a layout, in addition, the Promoter shall also disclose all the details as referred in sub-section (3) (a), (b), (c) and (d) of section 3 of the said Act.)

Third Schedule Above Referred to:

Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities as referred in sub-section(2) (a) of section 9.

THE SCHEDULE 'A' ABOVE REFERRED TO:

ALL THAT the Apartment bearing **No.** _____
admeasuring _____ **Sq. Ft. (i.e. _____ Sq. Meters)**
Carpet Area on the _____ **Floor**, in the Wing “____”, of the
building known as “**PEARL MAJESTIC**” being
constructed on the Project Land more particularly
described in the First Schedule hereinabove written.

SIGNED AND DELIVERED by the]
withinnamed **“THE PROMOTORS”**]
M/S. CHANDIWALA ENTERPRISES]
through its/their authorized Partner]
MR.]
in the presence of

WITNESSES:

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____

SIGNED AND DELIVERED by the]

withinnamed **"THE ALLOTTEE"**]

MR. _____]

in the presence of.]

WITNESSES:

1. Name : _____

Signature : _____

2. Name : _____

Signature : _____