

GREEN AS PER MODEL FORM OF AGREEMENT

BLUE – ADDITIONAL CLAUSE

RED – REMOVED AS NOT REQUIRED

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this _____
day of _____ 2023/2024.

BETWEEN

M/S. ASHWIN ENTERPRISES, having **PAN- AAGFA0865R** a
partnership firm registered under the Indian Partnership Act,
1932, having its registered office at 1st Floor, Out House, Dinnani
Sadan, Behind Rohini Apartments, R. R. T. Road, Mulund (West),
Mumbai- 400 080 through its authorized Partner hereinafter
called the **“PROMOTERS”** (which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean
and include its Partners for the time being and last surviving
partner his heirs, executors, administrators and assigns) of the
FIRST PART;

AND

MR/MRS/MS***** aged *****
years having PAN No.***** adult, Indian Inhabitants, having

its residing at ***** hereinafter called the
“**ALLOTTEE/S**” (which expression shall unless repugnant to the
context or meaning thereof mean and deem to include
his/her/their respective heirs, executors, nominees,
administrators and assigns) of the **SECOND PART**:

W H E R E A S:

A] By an Indenture dated 8th July 1971, registered in the office
of the Sub-Registrar of Assurances at Bombay under Sr. No.
BOM/R/2967/1971, Shri Ashok Jayantilal Chanchani and
Shri. Shirish Jayantilal Chanchani therein called the
Vendors and the Bima Chhaya Co.op. Housing Society Ltd
herein and therein called the purchasers, the Society
herein had purchased Plot of land admeasuring 755.55 sq.
yards equivalent to 631.742 sq. mtrs., bearing Survey
No.141-B(Pt), 10/ 152A (Pt) and 11/152A (1 Pt) and CTS
No. 507/9 of Village Mulund (East), Taluka Kurla, Mumbai
Suburban District, and more particularly described in the
Schedule (hereunder written (hereinafter for sake of brevity
the said land is referred to as “**the said property**”).

(i) By an Indenture dated 27th August 1971 registered under Serial No. BOM/R/3731 of 1971, the Society herein therein called the Mortgagor and Life Insurance Corporation of India, therein called the Mortgagees, the Mortgagor therein being the Society herein took the loan of sum of Rs.1,98,744/- by Mortgaging the said Property on the terms and conditions mentioned therein.

(ii) By a Deed of Re-conveyance dated 12th July 2003 registered under Serial No. BDR-7/7192 of 2003 the Life Insurance Corporation of India, being the Mortgagees has executed the Deed of Re-conveyance of the said Property in favour of the Society on payment of entire loan with interest therein.

(iii) The said existing society having registration No. BOM/HSG/2880 of 1971 is absolutely now seized and possessed of and/or otherwise well and sufficiently entitled to the said Property as the Owner of the same. The said existing building of the said Society has been assessed by the Municipal Corporation of Greater

Mumbai under Assessment Ward No. T 584(4)/152/15
of Account No. TX0105540030000.

(iv) The said existing building was comprising of Ground and 2 upper floors in all have 12 residential flats. The Society through its members have the right to hold, use and occupy 12 residential flats total and these 12 members occupying their respective premises by virtue of their holding shares in the Society. The names of all 12 members, their respective shareholdings, residential flats presently occupied by them along with their present respective carpet areas are set out in the list annexed thereto and marked as Annexure A in the Development Agreement entered between the Promoters and the said Society.

(v) At present, the said property is capable of being re-developed by demolishing the existing building and by construction of a new building thereon by utilizing Permissible F. S. I. consisting of basic FSI, Premium, F.S.I., Fungible F.S.I. Road FSI and Transferable Development Rights (T.D.R.), as per the prevailing rules

and regulations of Municipal Corporation of Greater Mumbai and any premium F.S.I. which may be sanctioned, allotted or provided by state Government in addition to existing FSI allowed for Re-Development. Promoters is also entitled to utilize the incentive FSI as per regulation 33(7)B of DCPR 2034.

B] The Society in its Special General Body Meeting held on 18/09/2021, resolved to undertake Redevelopment of the said Property.

i) The Society in its Special General Body Meeting held on 10/02/2022 approved the Promoters' proposal for re-development of the said property by absolute majority.

ii) The Society accordingly has issued Letter of Intent dated 19/02/2022 appointing the Promoters herein to develop the said Property.

- iii) The Promoters for the redevelopment of the property of the Society were been confirmed and reiterated by majority of members of the Society who were present in the said Special General Body Meeting held on 24/07/2022 in the presence of the representative of the Registrar of the Co-Op. Societies "T" Ward.
- iv) The Assistant Registrar of Co-operative Societies, Mulund (West) Mumbai, "T" Ward by his Letter bearing No. मुंबई/उपनिटीवि/बी-१/१०२२/२०२२ dated 27/07/2022 granted the permission for appointment of the Promoters herein to develop the said Property after attending the General Body Meeting held on 24/07/2022.
- v) The Society in its Special General Body Meeting held on 15/06/2022, has approved the Draft Development Agreement and General Power of Attorney and authorized Chairman Mr. Vijay Dattatram Terse [2] Secretary Mr. Gnana Vijay Kumar and Treasurer Mrs. Alaka Aniruddha Kulkarni as the Office bearers of the

Society and also allowed the members to execute the Development Agreement to sign and execute and register the Development Agreement, General Power of Attorney and all other Documents required in the Course of Redevelopment of the said Property on behalf of the Society.

- C] Accordingly, after following all procedure the Society and all its members have executed Development Agreement dated 10th August, 2022 registered under Serial No. KRL-4/16999 of 2022 in favour of the Promoters herein and General Power of Attorney dated 10th August, 2022 registered under Serial No. KRL-4/17000 of 2022 was executed by the Society in favour of the Promoters. For the land bearing CTS No. 507/9 of Village Mulund East, Mumbai admeasuring 600.40 sq. mtrs., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney. Copy of Index II of Development Agreement and General Power of Attorney is

annexure herewith as **Annexure “A” and “A-1”** respectively.

The Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove ;

For the purpose of development of the said property, the Promoters have prepared and submitted the plan for constructing residential cum commercial proposed Building to be known as “PREM BIMA CHHAYA” to the Municipal Corporation of Greater Mumbai, which has sanctioned plan and issued the Intimation of Disapproval (I.O.D.) dated 09/03/2023, bearing No. P-13032/2022/(507/9)/T Ward/MULUND-E/337/ 1/ New. A copy whereof is hereto annexed as **Annexure – B.**

D] The Promoters on obtaining vacant and peaceful possession of all the flats from society and its members, have demolished the existing building and obtained Commencement Certificate from the Municipal Corporation

of Greater Mumbai (herein after referred to as MCGM) vide letter dated 12/04/2023 bearing No. P-13032/ 2022/ (507/9)/T Ward/MULUND-E/CC/1/New annexed hereto and marked as **Annexure- “C”**.

i) Further the plans are amended on 10/07/2023 vide letter bearing No. P-13032/2022/(507/9)/T Ward/MULUND-E/ 337/1/Amend for Ground + 9th Upper floors hereto and marked as **Annexure “C-1”**.

E] The Proposed Building to be known as “PREM BIMA CHHAYA” comprising of Ground plus 10th upper floors and Mechanical Tower Parking subject to sanction by the MCGM or more therein;

F] The Promoters have entered into a Standard Agreement with the Architects Mr. Manoj Daisaria, Architect of M/s. Daisaria Associates, having its office at 801, Skyline Epitome, Kiroli Marg, Near Jolly Gymkhana, Vidyavihar West, Mumbai- 400086 as Architect, who is registered with

the Council of Architects and such Agreements are as per the standard prescribed by the Council of Architects;

G] The Promoters has appointed Structural Engineer for the preparation of the structural design and drawings of the building and the Promoters have availed of the professional supervision of the Structural Engineer Shri. R.C Tipnis having its office at Sanjraj, G.V Scheme Road No.2, Mulund (East), Mumbai – 400081.

H] The Allottee/s is aware that the title to the said property is clear, marketable and free from encumbrances and shall not make further investigation to title to the said property and no requisition or objection shall be raised on any matter relating thereto and that the Allottee/s hereby accepts the title of the Promoters to the said property. The copies of (i) the Legal Title Certificate dated 12/05/2023 and Flow of Title dated 12/05/2023, issued by the Advocate Shri G.S. Bhat for the Promoters, (ii) Property Register Card of the said property have been annexed hereto and marked as **Annexure - D** and **Annexure - E** respectively;

- I] In the circumstances hereinabove mentioned, the Promoters are entitled and enjoined upon to construct the said new building on the said Project Land more particularly described in the First Schedule hereunder written in accordance with the said sanctioned plans;
- J] The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at___no___; authenticated copy is attached in **Annexure “ F ”**;
- K] On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Manoj Daisaira and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

L] ~~In the circumstances hereinabove mentioned, the Promoters is entitled and enjoined upon to construct the said new building on the said Project Land more particularly described in the **First Schedule** hereunder written in accordance with the said sanctioned plans; already mentioned in clause No. [I]~~

~~The Allottee/s has demanded from the Promoters and the Promoters has given to the Allottee/s inspection of all the documents including the plans, design and specifications and of such other documents as are specified under the Provisions of RERA and Rules framed therein (hereinafter referred to as "**the Said Act**")~~; already mentioned in clause No. [K]

M] The building elevations, sections plans and the specifications and the details of the proposed building have been approved by the concerned local authority on the terms and conditions stipulated and restrictions mentioned in the document approving the same;

- N] 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.
- O] The authenticated copies of the plans of the building as approved by MCGM in have been annexed hereto in reduced size and marked as **Annexure “ G ”**.
- P] The Promoters have accordingly commenced construction of the said building in accordance with the said sanctioned plans.
- Q] In terms of the said Development Agreement, the Promoters have made all the necessary provisions to provide to the said exisiting Members of Society diverse 12 residential flats and 12 of Car Parking spaces to be allotted in the parking

tower in the said Building to be known as **“PREM BIMA CHHAYA”** in lieu existing flats and being the consideration for grant of the development rights and the Promoters is absolutely entitled to sell the remaining balance Shops, Flats and Car Parking Spaces in the Building to be constructed in the Project and appropriate the sales proceeds therein on their own.

~~The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been have been given to the Purchaser separately annexed and marked as Annexure “ ” hereto. (Floor plans and list of amenities). already mentioned in clause No. [S]~~

- R] The Term Allottee/s may include the male or female gender and plural and also firms, companies, societies and other association and in that event in term and derivatives used herein with reference to the said expression shall be construed accordingly. If the Allottee/s be a partnership firm, the said terms shall unless repugnant to the context or

meaning thereof mean and include, the partners for the time being of the said firm the survivors or survivor of them and his/her of their assigns. If the Allottee/s be a company or society, the said term shall however appropriately mean and include all persons claiming right, title and interest through such Allottee/s including their successors in interest.

S] The authenticated copies of the plans of the building as proposed by the Promoters and according to which the construction of the building and open spaces are proposed to be provided for on the said Project Land annexed hereto and marked as **Annexure “ G ”** in reduced size and the certified copies of plans of actual size have been handover to the Allottee/s.

T] i) The RERA carpet area of the said Flat is ***** sq. mtrs. and " RERA carpet area" means the net usable floor area of the Flat, 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/s or

verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.

(ii) The Promoters have provided a deck/balcony admeasuring **** sq. mtrs. which is counted in FSI as per sanctioned plans.

U] 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;

V] Prior to the execution of these presents the Allottee/s has paid to the Promoters a sum of Rs. *****/- (*****) being the Booking Amount consideration of the Flat agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both

hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

~~AND WHEREAS, 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.__; already mentioned in clause No. [J]~~

W] Under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

X] 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 Allottee/s hereby agrees to purchase the Flat and Parking Space.

Y] The Allottee/s being interested to purchase the flat has approached the Promoters and after through negotiations

and has agreed to purchase the Flat No.***** on ***** Floor, admeasuring ***** sq. mtrs. of RERA Carpet area and ***** sq. mtrs. Balcony/deck counted in FSI totaling to ***** sq. mtrs and *****mechanical car parking space in parking tower the building known as **“PREM BIMA CHHAYA”** to be constructed in the said Project for at lumpsum consideration of Rs.*****/- (*****) to be paid as per the installments set out in this Agreement.

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

1. The Promoters shall construct the said building having total Ground plus 10th Floors out of which the promoters have obtained sanction of Ground plus 9th Floors in accordance with the plans, designs and specifications as approved by MCGM from time to time.

Provided that the Promoters shall have to obtain prior

consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the area, location and floor of the Flat of the Allottee/s except any alteration or addition required by any Government authorities/ MCGM or due to change in law or policy.

In the said project land the promoters have proposed in total Ground plus Ten Floors out of which the promoters have obtained sanction of Ground plus Nine Floors under no.P-13032/ 2022/ (507/9) /T Ward/ MULUND-E/337/1/ Amend dated 10/07/2023 from MCGM and the allottee grants the irrevocable consent for the same subject to sanction from MCGM.

1. a) (i) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Flat No._____, admeasuring _____sq. mtrs. of RERA Carpet area and _____ sq.mtrs. Balcony/Deck counted in FSI totaling to _____ sq. mtrs. on _____ floor along with _____ car parking space in mechanical parking tower in the building called as “**PREM BIMA CHHAYA**”

(hereinafter referred to as "**the said Flat**") as shown in the Floor plan thereof hereto annexed and marked **Annexure "H"** for lump sum consideration of 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 Second Schedule here under written and the description of the Flat agreed to be sold is described in Third Schedule hereunder written.

(ii) The Allottee/s hereby agrees to accept the allotment from the Promoters and the Promoters hereby agrees to allot to the Allottee/s *** parking space in mechanical parking tower to be constructed in the said building project.

1(b) The total aggregate consideration amount for the Flat including the price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities and price of parking spaces is thus, Rs. *****/-

(*****).

1(c) The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____/- (***** (being 10% of the total consideration) as advance payment or Application Fee and hereby agrees to pay to that Promoters the balance amount of Rs. _____/- (*****) in the following manner:

- i. Rs. _____/- (*****) (being 10% of the total consideration) to be paid to the Promoters on execution of Agreement.
- ii. Rs. _____/- (*****) (being 10% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building.
- iii. Rs. _____/- (*****) i.e. 10% on completion of 2nd Slab;
- iv. Rs. _____/- (*****) i.e. 10% on completion of 4th Slab;
- v. Rs. _____/- (*****) i.e. 10% on completion of 6th Slab;

- vi. Rs. _____/- (_____) i.e.
10% on completion of 8th Slab
- vii. Rs. _____/- (_____) i.e.
10% on completion of 10th Slab
- viii. Rs. _____/- (_____) i.e.
5% on completion of brick work & Plaster.
Rs. _____/- (_____) i.e.
5% on completion of Tiling & Plumbing work.
- ix. Rs. _____/- (_____) i.e.
5% on completion of Sanitary fittings, Windows, Lifts,
water pump and Electrical Fittings.
- x. Balance Amount of Rs. _____/-
(_____) i.e. 5% at the time of
handing over of the possession of the Flat to the
Allottee/s on or after receipt of Occupation Certificate.

1(d) The Total Price above excludes Taxes (consisting of taxes paid or payable by the Promoters by way of LUC and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the

possession of the Flat. Or upto the date of occupation certificate which is earlier. However, GST and any other taxes/ duties which may arise in future for the purchase of the said flat/shop shall be paid by the Allottee/s.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the MCGM/Government or other authorities from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s 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/s, which shall only be applicable on subsequent payments.

~~1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee~~

~~by discounting such early payments @_% per annum for the period by which the respective installment has been prepended. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. (This clause is not applicable as we are not offering any rebate on the prepayment and not we are accepting prepayment).~~

- 1(g) The Promoters shall confirm the final carpet area that has been agreed to be sold to the Allottee/s after the construction of the Building is complete and the Occupation Certificate is granted by the BMC, 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 within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate of @ SBI MCLR +2% specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand

additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments at the same rate per Square Meter as agreed in clause 1 (a) of this Agreement.

1(h) The Allottee/s authorizes the Promoters to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/ demand/direct the Promoters to adjust his payments in any manner.

2.1 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 Flat to the Allottee/s, obtain from the concerned local authority Occupation Certificate in respect of the Flat.

2.2 Time is essence for the Promoters as well as the Allottee/s.

The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the Society after receiving the Occupation Certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("**Payment Plan**").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 600.40 square meters only and Promoter has planned to utilize Floor Space Index of 3.24 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 DCPR 2034, which are applicable

to the said Project. The Promoter has disclosed the Floor Space Index of 3.24 as proposed to be utilized by them on the said project land in the said Project and Allottee has agreed to purchase the said flat/shop based on the proposed construction and sale of flats/shops to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/s, the Promoters agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest at @ SBI MCLR +2% per annum on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoters, interest at the rate @ SBI MCLR +2% per annum, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall at its own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

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

5. 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 Flat as are set out in **Annexure "I"**, annexed hereto.
6. The Promoters shall give possession of the Flat to the Allottee/s on or before 31st day of December 2025. If the Promoters fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters

shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest at @ SBI MCLR + 2% per annum 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 Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoters, upon obtaining the Occupation Certificate from the MCGM and on the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 2 months from the date of issue of such notice and the Promoters shall give possession of the Flat to the Allottee/s.

The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any provisions, format to as documentation on the part of the Promoters. The Allottee/s agrees to pay the maintenance charges as determined by the Promoters or Society, as the case may be. The Promoters on its behalf shall offer the possession to Allottee/s in writing within 7 days of receiving the Occupation Certificate of the said building project.

7.2 The Allottee/s shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Flats are ready for use and occupation.

7.3 Failure of Allottee/s to take Possession of Flat: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee/s shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or as may be required and that Promoters shall give possession of the Flat to the Allottee/s. In case

the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five (5) years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat is 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 Allottee/s shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act. Provided such defects did not arise on account of changes or alteration and additions made in the flat by Allottee/s.

8. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s along with other Allottee/s of Flats in the building shall join the Society i.e. Prem Bima Chhaya Co-operative Housing Society Ltd. as its Member and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary and agrees to byelaws of the Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to get the Allottee/s objection admitted as member of the Society and the Allottee/s shall not take any, if any, changes or modifications are made in the bye-laws, of the Society as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

9.1 ~~The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in~~

~~which the said Apartment is situated.~~ As the society is already existing and the copy of society registration is uploaded in tab 34 (Status of Formation of Legal Entity (Society/Co Op etc.) the society is registration under No. BOM/HSG/2880 of 1971.

9.2 ~~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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.~~ As the society is already existing and the copy of society registration is uploaded in tab 34 (Status of Formation of Legal Entity (Society/Co Op etc.) the society is registration under No. BOM/HSG/2880 of 1971.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Flat is ready for use and Occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or

such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security, chowkidars, housekeeping, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the charge is handed over to Society is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. *****/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until the charge of the building is handed over to the Society as aforesaid.

10. a) The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts.

(i) Rs. 750/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. *****/- for deposit towards provisional monthly contribution towards outgoings of Society, advance maintenance charges.

- GST as applicable on above deposits.

b) The Allottee shall pay on or before delivery of possession of the said premises the following amounts to the Developers:-

(i) Rs. *****/- for formation and registration of the Society or Limited Company/Association.

(ii) Rs. *****/- towards Water, Electric, and services connection charges etc.

(iii) Rs. *****/- towards Development Charges.

- GST as applicable on above charges.

11. The Allottee/s 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 the cost of preparing and engrossing the all required documents considered as properly served on all the Members.

The Allottee/s hereby agrees to pay the property taxes, maintenance and common charges and any other taxes or charges applicable to said flat/shop from the date of occupancy certificate granted by MCGM, or from the date of possession offered to the Allottee/s.

12. ~~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 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 structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' 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.~~ As the society is already existing and the copy of society registration is uploaded in tab 34 (Status of Formation of Legal Entity (Society/Co Op etc.) the society is registration under No. BOM/HSG/2880 of 1971.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :

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

- i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite 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 said building 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 said building Project;

- iii. There are no encumbrances upon the said building Project land or the said building Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said building Project land or said building Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said building 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/s 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 Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated

in this Agreement;

- ix. At the time of handing over charge of the building to the Society, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the Society;
- x. The Promoters have 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.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows :

i. To maintain the Flat at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying

heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other

public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat 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 Flat 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 Flat is situated or any part thereof or whereby any increased

premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, 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 Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or

part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.

- x. The Allottee/s shall observe and perform all the rules and regulations which the Society as 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the Occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. ~~Till a conveyance of the structure of the building in~~

~~which Apartment is situated is executed in favour of Society/Limited Society, (~~ Not applicable – the project land is already conveyed in name of society is year 1971 under no. and the copy of conveyance is uploaded in tabs 35.) The Allottee/s 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 buildings or any part thereof to view and examine the state and condition thereof.

- xii. ~~Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, (Not applicable – the project land is already conveyance in name of society is year 1971 under no. and the copy of conveyance is uploaded in tabs 35.) The Allottee/s 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 buildings or any part thereof to view and examine the state and condition thereof.~~ already mentioned in clause No. 14 (xi).

xiii. That the Allottee/s has seen and verified the plan of the building and that they will not blame MCGM, Society or Promoters for approving the proposed building with deficient open space and also regarding manoeuvring of Vehicles inside the said Property or Common Open Spaces etc.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the of the Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters

until the said structure of the building is handed over to the Society.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement they shall not mortgage or create a charge on the Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Flat/shop.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of

the same before the concerned Sub Registrar as and when intimated by the 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 Allottee/s 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 Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S SUBSEQUENT ALLOTTEE/S.

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 Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-

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

24. 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.

25. PLACE OF EXECUTION

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

26. The Allottee/s and/or Promoters shall present this Agreement 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.

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

***** Name of Allottee/s

***** (Allottee/s Address)

Notified Email ID: *****

Contact No. *****

M/s. Ashwin Enterprises

First Floor, Outhouse Dinmani Sadan,

Behind Rohini Apartment,

R. R. T. Road, Mulund West, Mumbai-400080

Notified Email ID : pmgada@gmail.com

Contact No. 9769762525

It shall be the duty of the Allottee/s 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 to Allottee/s, as the case may be the above address shall be deemed to have been received by the Promoters.

28. JOINT ALLOTTEE/S

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

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and

Regulations, thereunder.

31. 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 the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The said property)

All that piece or parcel of land bearing Survey No.141-B (Pt), 10/ 152A (Pt) and 11/152A (1Pt) and CTS No. 507/9, admeasuring 755.55 sq. yards equivalent to 631.742 sq. mtrs. including Set Back Area of 31.07 sq. mtrs. and net Plot area of 600.40 sq. mtrs. situated and lying at Mahatma Phule Marg, of Village Mulund (East), Taluka Kurla, Mumbai Suburban District

within the limits of “T” ward of the Municipal Corporation Of Grater Mumbai and shown in the Map annexed hereto as **Annexure “J ”** hereof and Bounded as under :-

On or Towards East : CTS NO. 510/10 Datta Vijay CHS.

On or Towards West : CTS No. 510/7 Nav Bhagyashri CHS Ltd.

On or Towards North : Mahatma Phule Road

On or Towards South : CTS No. 510/1, Ashwini CHS Ltd.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Lobby of the Building, Lift Area, All common open spaces inside the building and outside the buildings Open Terrace, Lift Room, Under Ground Water Tank, Drainage and Sewerage lines in the building watchmen cabin, Office Room etc.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Flat No. ***** admeasuring ***** sq.mtrs. RERA Carpet area and ***** sq. mtrs. Balcony/Deck counted in FSI totaling to *****sq. mtrs.) on ***** Floor of the building known

as “**PREM BIMA CHHAYA**” admeasuring ***** sq. mtrs
alongwith ***** Mechanical Car Parking Space situated in the
Property described above.

DRAFT AGREEMENT

SIGNED, SEALED AND DELIVERED)

by the within-named “**PROMOTERS**”)

M/s. ASHWIN ENTERPRISES)

through its Partners

1. Mr. *****

Thumb
impression

Photo

2. Mr. *****

Thumb
Impression

Photo

In the presence of

1. _____

2. _____

SIGNED & DELIVERED by the)

Withinnamed “ **ALLOTTEE/S** ”

Mr. *****)

Thumb
Impression

Photo

In the presence of:

1. _____

2. _____

RECEIPT

RECEIVED of and from the within named Allottee/s
***** the sum of **Rs. *****/- (Rupees**
***** **Only)** as per details below paid by
him/her/them to us as earnest money deposit on execution
hereof as per terms & condition of this agreement. (cheque
subject to realisation)

Cheque No	Date	Bank/Branch	Amount
*****	*****	*****	*****
*****	*****		*****
Total =			Rs. <u>*****</u>

WE SAY RECEIVED
M/S. ASHWIN ENTERPRISES

PARTNER

Dated this __ day of _____202_

M/S. ASHWIN ENTERPRISES
...PROMOTERS

AND

... NAME OF ALLOTTEE/S

AGREEMENT FOR SALE