

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this _____ day of _____, 20____;

BETWEEN

1) **M/s. J. V. CONSTRUCTIONS & DEVELOPERS**, a partnership firm, duly registered under the Indian Partnership Act, 1936, having its registered office at Ground Floor, Akhil Tower, Ratan Nagar, Dahisar (E), Mumbai – 400 068, hereinafter referred to as the “**OWNERS/BUILDERS**” (which expression shall unless it be repugnant to the context of meaning thereof be deemed to include the said firm its partners and their heirs, executors, administrators and assigns and the successors of the said firm from time to time) of the **ONE PART**;

AND

2) **SHRI/SMT./M/s.** _____

having his/her/their address at _____

_____, hereinafter called the “**PURCHASER/S**”
 (which term shall so far as the context admits be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns in case of an individual and partners for the time being and from time to time of the firm and survivor or survivors of them and the heirs, executors and administrators and permitted assigns of the last survivor in case of partnership firm and successors and permitted assigns in case of incorporated body) of the **OTHER PART.**

WHEREAS:-

- a) Originally, one Mr. Mansukhlal Oghaddas Shah and Mr. Harjivandas Oghaddas Shah were absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of land or ground hereditaments appurtenances and premises situate lying and being at Old Survey No. 176 & 177 (pt), C.T.S. No. 2688, 2688/1 to 9, Final Plot No. 59 of Daulat Nagar Scheme, admeasuring about 950 sq. yds. (805 sq. mtrs. as per property card) together with a fully tenanted building structure standing thereon known as “Mani Bhuvan” in Village - Eksar, Taluka - Borivali in the Registration District and Sub-District of Mumbai Suburban at Daulat Nagar Road No. 7, Borivali (E), Mumbai - 400 066 (herein after referred to as the “said Property”).
- b) Mr. Mansukhlal Oghaddas Shah died intestate on 10th July, 1970 at Mumbai and Mr. Harjivandas Oghaddas Shah died intestate on 24th March, 1996 at Mumbai, and upon their death, the names of their respective heirs and legal representatives were mutated to the property register card of the said Property vide Order dt. 21/03/1997 of the City Survey Officer No. VI, Borivali, Mumbai Suburban District.
- c) By and under the Deed of Conveyance dt. 3rd October, 2002 duly registered on 5th October, 2002 under Sr. No. BDR-6/7803/2002 with Sub Registrar of Assurance, Borivali – 3, M.S.D., the said heirs and

legal representatives of the deceased, Mr. Mansukhlal Oghaddas Shah and Mr. Harjivandas Oghaddas Shah, sold and conveyed the said Property (more particularly described in the Schedule there under written) to M/s. Satyam Property Developers, a proprietary concern of one Mr. Mohd. Salim Belim, at or for the price and on the terms and conditions more particularly contained there under.

- d) By and under the Deed of Conveyance dt. 10th March, 2003 duly registered on 13th March, 2003 under Sr. No. BDR-6/2220/2003 with the Sub-Registrar of Assurance, Borivali - 3, M.S.D., the said M/s. Satyam Property Developers, through its proprietor Mr. Mohd. Salim Belim, sold and conveyed the said Property (more particularly described in the Schedule there under written) to M/s. J. V. Constructions & Developers (i.e. to the Owners/Builders herein) at or for the consideration and on the terms and conditions more particularly contained there under.
- e) In the said circumstances the Owners/Builders herein became absolute owners of the said Property and they are well and sufficiently entitled to the piece and parcel of land or ground, hereditaments, appurtenances and premises situate lying and being at Old Survey No. 176 & 177 (pt), C.T.S. No. 2688, 2688/1 to 9, Final Plot No. 59 of Daulat Nagar Scheme, admeasuring about 950 sq. yds. (805 sq. mtrs. as per property card) together with old building structure standing thereon in Village - Eksar, Taluka - Borivali in the Registration District and Sub-District of Mumbai Suburban at Daulat Nagar Road No.7, Borivali (East), Mumbai - 400 066, which is more particularly described in the **Schedule** hereunder written.
- f) The said Property is duly mutated to the name of M/s. J. V. Constructions & Developers in the property card (City Survey Card). The copy of the Property Registered Card is annexed hereto and marked as "**Annexure A**".
- g) Being Owners of the said Property, the Owners/Builders are fully entitled to develop the said Property by demolishing the existing old dilapidated building and constructing a new building thereon by

utilization of the entire F.S.I of the said Plot and also the F.S.I of other outside plot viz. Transferable Developments Rights (i.e. T.D.R.) in accordance with the plans and specifications sanctioned by the Municipal Corporation and as per the existing Development Control Rules and Regulations.

- h) The Owners/Builders accordingly have drawn up a scheme of development of the said Property by constructing a building consisting of stilt plus seven upper floors and they have got approved the plans and specifications of a new building from Municipal Corporation of Greater Mumbai vide I.O.D. bearing No. CHE/ A – 4684/ BP (WS) / AR dt. 18/11/2009. The Copy of the IOD is annexed and marked as **“Annexure B”**.
- i) The Owners/Builders have acquired Transfer of Development Rights (i.e. T.D.R.) for developing the said Property and construction of a building consisting of stilt + 7 upper floors.
- j) The Owners/Builders have unrestricted rights to sell on ownership basis the flats and the area that is available for free sale in respect of the proposed new building to be constructed on the said Property at or for the price and on the terms and conditions the Owners/Builders may deem fit and proper to the prospective buyer/s.
- k) The Owners/Builders have accordingly commenced construction of the proposed new building as per the plans and specifications sanctioned by Municipal Corporation vide I.O.D. No. CHE/ A – 4684/ BP (WS) / AR dt. 18/11/2009 by demolishing the existing old structure standing on the said Property and Commencement Certificate bearing No. CHE/ A – 4684/ BP (WS) / AR dt. ____/____/_____. The Copy of the Commencement Certificate is hereto annexed and marked as **“Annexure C”**.
- l) The Owners/Builders have entered into a standard Agreement with the Architect, Mr. A. R. Mehta, having addressed at Krishna Building, Daulat Nagar Road No. 8, Borivali (E), Mumbai – 400 066, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The

Owners/Builders have also appointed Mr. Narendra H. Desai having address at Flat No. 06, Shiv Prasad, Mansukhbhai Road, Malad (E), Mumbai – 400 097, as consulting Structural Engineer for preparation of structural designs and drawings of the building and the Owners/Builders have accepted the professional supervision of the said Architect and the Structural Engineer till completion of the building.

- m) The Owners/Builders have engaged the services of M/s. S. Parekh & Co., Advocates High Court, for the purpose of investigation of title and issuance of Title Certificate in respect of the said Property. The said Advocates have issued Title Certificate dt. ____/____/2010 in respect of the said Property. The copy of the said Title Certificate is hereto annexed and marked as **“Annexure D”**.
- n) The Owners/Builders have registered the Project under the provisions of the Real Estate (Regulation & Re-Development) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____; Authenticated copy is hereto annexed and marked as **“Annexure E”**.
- o) The new building to be constructed on the said Property will be known as **“PARMARTH NIKETAN”** (herein after referred to as the “new Building”). The Owners/Builders shall provide amenities to the said Building, which are listed separately in the annexure annexed hereto titled as “List of Amenities” and marked as **“Annexure F”**. The copies of the typical floor plan and specification of the flats/premises agreed to be purchased by the Purchaser/s as approved by the local authority are annexed hereto and marked as **“Annexure G”**.
- p) The Owners/Builders have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said building and shall obtain balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupation Certificate of the said building.
- q) The Purchaser/s has/have demanded from the Owners/Builders, and the Owners/Builders have given inspection to the Purchaser/s of all the documents of title relating to the said Plot/Property, the approved plans

designs and specifications of the proposed new Building prepared by the said Architects Mr. A. R. Mehta and of such other documents as are specified under Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the “the said Act”) and Rules and Regulations made there under.

- r) The Owners/Builders have explained to the Purchaser/s about the deficiency on the open space and the Purchaser/s has/have noticed and agreed to the same. The Purchaser/s has/have taken inspection of the approved plans and is/are satisfied in all respect about the same.
- s) The Owners/Builders have annexed hereto the copies of following documents, the originals and/or the certified copies whereof are lying with the Owners/Builders, which have been verified by the Purchaser/s and the same are found to be satisfactory by the Purchaser/s.

Sr. No.	Particulars	Annexure
1.	Property Card in respect of the plot of land bearing C.T.S. Nos. 2688, 2688/1 to 9.	“A”
2.	Intimation Of Disapproval bearing No. CHE/A-4684/BP/WS/AR, dt. 18/11/2009.	“B”
3.	Commencement Certificate bearing No. CHE/A-4684/BP/WS/AR dt. ____/____/____.	“C”
4.	Title Certificate dated 28/10/2014 issued by S. Parekh & Co., Advocates High Court.	“D”
5.	Authenticated copy of RERA Certificate	“E”
6.	List of Amenities and Facilities.	“F”
7.	Sketch of typical floor plan.	“G”

- t) While sanctioning the said plans, the Municipal Corporation and/or the Local Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners/Builders while developing the said Plot/Property and constructing the Building thereon and upon due observance and performance of which only the Occupation and the Completion Certificates in respect of the said Building shall be granted by the Municipal Corporation/local authority.

- u) The Purchaser/s has/have applied to the Owners/Builders for allotment of one Flat No. _____ on _____ Floor in “_____” Wing, admeasuring about _____ sq. ft. Carpet with _____ parking No. _____ in the building to be constructed on the said Property and to be known as **“PARMARTH NIKETAN”** (hereinafter for the sake of brevity referred to as **“the Said Flat”, “the said Parking” and “the said Building”, respectively**) at Old Survey No. 176 & 177, C.T.S. No. 2688, 2688/1 to 9, Final Plot No. 59 of Daulat Nagar Scheme, Daulat Nagar Road No.7, Borivali (East), Mumbai – 400 066 as more particularly described in the Schedule hereunder written.
- v) The carpet area of the said premises is _____ sq.mtrs. and “Carpet area” means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition wall of the Apartments.
- w) Relying upon the copies of documents aforesaid and building plans furnished by the Owners/Builders, the Purchaser/s has/have agreed to purchase from the Owners/Builders the said Flat at the price and on the terms and conditions hereinafter appearing.
- x) Under Section 13 of the Real Estate (Regulation and Development Act) 2016 and the Owners/Builders are required to execute a written agreement for sale of said Flat in favour of the Purchaser/s, being in fact these presents and also to register said Agreement under Registration Act, 1908.
- y) In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Owners/Builders hereby agrees to sale and the Purchaser/s hereby agrees to purchase the said flat and the _____ parking.

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

1. The recitals hereinabove, the Schedule of the Property mentioned hereunder and the Annexures hereto shall form integral and operative part of this Agreement as if the same were set out and incorporated in verbatim.
2. The Owners/Builders shall construct or cause to be constructed a multi storied building consisting of stilt plus seven upper floors on the said Property (hereinafter referred to as the "said Building") in accordance with the plans, specifications and designs approved by the Municipal Corporation and which has/have been seen and approved by the Purchaser/s with only such variations and modifications as the Owners/Builders may consider necessary or as may be required by the Municipal Corporation/Local Authority/Government to be made in them or any of them from time to time.
3. The Purchaser/s has/have prior to the execution of this Agreement satisfied itself/himself/herself/themselves about the title of the Owners/Builders to the said Property more particularly described in the **Schedule** hereunder written and has/have accepted the same as per the Certificate of Title issued by the Owners/Builders' Advocates. The Owners/Builders have made full and true disclosure of the nature of their title to the said Property.
4. The Purchaser/s hereby agree/s to purchase from the Owners/Builders and the Owners/Builders hereby agree to sell to the Purchaser/s the Flat No._____ on _____ Floor in "_____" Wing, admeasuring about _____ sq. ft. Carpet area along with _____ parking No. _____ in the building to be constructed on the said Property and to be known as "**PARMARTH NIKETAN**" at Old Survey No. 176 & 177 (pt), C.T.S. No. 2688, 2688/1 to 9, Final Plot No. 59 of Daulat Nagar Scheme, Daulat Nagar Road No. 7, Borivali (E), Mumbai – 400 066. The said Flat is more particularly shown on the typical floor plan hereto annexed and marked as "**Annexure G**" together with amenities and facilities as set out in the separate list attached hereto, at or for the lumpsum sum price of Rs._____/-(Rupees_____

_____Only). being the consideration in respect of the said Flat and Rs._____/ - (Rupees_____ only) being the consideration in respect of the said parking and the total aggregate consideration amount for the said Flat including the parking space is thus Rs._____/ - (Rupees _____ only) and the same shall be paid by the Purchaser/s to the Owners/Builders in the following manner:

- I) As recorded above, the Purchaser/s has/have on or before execution of these presents paid a sum of Rs. _____/= (Rupees_____ Only) to the Owners/Builders being 10% of the total price to the Owners/Builders by way of earnest money/part consideration, the receipt whereof the Owners/Builders doth hereby admit and acknowledge hereunder separately.
- II) The Purchaser/s hereby agree/s to pay to the Owners/Builders the balance consideration of Rs. _____/= (Rupees_____ Only) in the following manner :-

1.	Rs.	On completion of plinth work (being 10% of total price).
2.	Rs	On casting of the First slab (being 10% of total price).
3.	Rs.	On casting of the Second slab (being 10% of total price).
4.	Rs.	On casting of the Third slab (being 5% of total price).
5.	Rs.	On casting of the Fourth slab (being 5% of total price).
6.	Rs.	On casting of the Fifth slab (being 5% of total price).
7.	Rs.	On casting of the Sixth slab (being 5% of total price).
8.	Rs.	On casting of the Seventh slab (being 5% of total price).

9.	Rs.	On casting of the Eighth slab (being 5% of total price)..
10.	Rs.	On commencement of brick and plaster work.
11.	Rs.	On commencement of fixing of flooring tiles, sanitary fittings, plumbing work, electricity work, fixing of doors & windows, and painting work.
12.	Rs.	Being full and final consideration against possession/occupation of the new Flat.
	Rs.	Total

5. The total price above excludes Taxes (consisting of tax paid or payable by the Owners/Developers by way of Value Added Tax, GST/Service Tax 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 Owners/Developers) up to the date of handing over the possession of the [Flat].
6. As per the provisions of Section 194 IA of Income Tax Act, 1962, on sale of immovable property, the Purchaser/s herein is/are required to deduct tax at the rate of 01% (One Percent) of the cost of the said Flat and remit the said tax amount to the Central Government Treasury before seventh of the month succeeding the month of deduction. The Purchaser/s will be required to issue TDS Certificate as per the provisions of the said Income Tax Act. Any default in deducting the tax and remitting the same to the Government will attract penalty which will borne by the Purchaser/s alone.
7. The certificate from the Architect of the Owners/Builders should be conclusive proof that the plinth or the respective slab or the work upto in particular stage is completed and the Purchaser/s shall not challenge or dispute the said Certificate of the Architect as aforesaid.
8. The Purchaser/s agree/s to pay to the Owners/Builders the aforesaid installments within 14 days from the date of demand by the Owners/Builders. Beyond 14 days, the Purchaser/s shall pay to the Owners/Builders interest at the rate of 18% p.a. on the amounts due and falling in arrears. However, the Purchaser/s agree/s that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Owners/Builders shall have the absolute right to rescind this Agreement.

9. On the Purchaser/s committing default in payment on the due date of any installments due and payable by the Purchaser/s to the Owners/Builders under this Agreement, and the Purchaser/s committing breach of any of the terms herein contained, the Owners/Builders shall be at liberty to terminate this Agreement by giving 15 days prior notice in writing. On termination of this Agreement, the Owners/Builders shall refund to the Purchaser/s the installments paid till then towards the consideration within Six months from the date of termination. However, the Owners/Builders shall not be liable to pay any interest on the amount so refunded. Further the Owners/Builders shall not be liable to reimburse to the Purchaser/s any Government Charges such as Stamp Duty, Registration Charges, etc. expended by the Purchaser/s. Upon termination of this Agreement, under this clause, the Owners/Builders shall be at liberty to sale the said Flat to any of the person of their choice and at such price as the Owners/Builders may deem fit and the Purchaser/s shall not object to the same.
10. The fixtures, fittings, amenities and facilities to be provided by the Owners/Builders in the said Building and the Flat are set out in the separate list being “**Annexure - F**” attached hereto. Allotment of Open or Stilt car parking in the premises of the new Building shall be at the absolute discretion of the Owners/Builders and no purchaser of any premises shall have any claim or interest therein.
11. Pursuant to the specific request made by the Purchaser/s herein for allotment of _____ car parking/s, the Owners/Builders have agreed to provide/allot Stilt/Open car parking space bearing No. _____ to the Purchaser/s in the said new Building for which no separate cash consideration is taken or will be accepted. Save and except the said allotted car parking space/s, the Purchaser/s shall not have or make any claim in other car parking spaces in the premises of the new Building.
12. The Owners/Builders hereby agree to observe, perform and comply with or cause to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any which have been imposed by the Municipal Corporation at the time of sanctioning the said plans or hereafter and shall before handing over possession of the said Flat to the Purchaser/s, obtain or cause to be obtained from the Municipal

Corporation Occupation or Completion Certificate in respect of the said Building. The Purchaser/s has/have prior to the execution of this Agreement satisfied itself/himself/herself/themselves about the title of the Owners/Builders to the said Property more particularly described in the **Schedule** hereunder written and the Owners/Builders have made full and true disclosure of the nature of their title to the said Property.

13. The Owners/Builders hereby declare that they shall use the entire F.S.I. available in respect of the said Property as per the sanctioned plans and as provided in the statement of the sanctioned plans and that no part of the said F.S.I. has been utilized by the Owners/Builders elsewhere for any purpose whatsoever. In case the said F.S.I. has been utilized by the Owners/Builders elsewhere, then they shall furnish to the Purchaser/s all detailed particulars in respect of such utilization of said F.S.I. by them. The floating F.S.I. / T.D.R. to be used and consumed while carrying out development of the said Property have been disclosed by the Owners/Builders to the Purchaser/s.
14. The Purchaser/s agree/s to comply with all the terms and conditions of any order, scheme, permission, objection etc. that may have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including payment of any charges, deposits etc., whether refundable or not.
15. The Purchaser/s hereby grant/s his/her/their irrevocable power, authority and consent to the Owners/Builders and agree/s:-
 - a) That till Conveyance as may be required under the law is executed in favour of registered Society/Body Corporate of all the flat purchasers of the new Building, the Owners/Builders alone shall be entitled to all the F.S.I. in respect of the said Plot, which can be used and consumed on the said Plot, whether available at present or in future and/or any Transfer of Development Rights (i.e. T.D.R.), duly acquired from other property or slum, which can be utilized on the said Plot as per development control rules prescribed by the authorities from time to time and/or any F.S.I. received on account of special concession or modification of present rules and

regulations or in lieu of the road widening, set back, reservation from the same property, etc.;

- b) The Owners/Builders hereby declare that the Floor Space Index available as on date in respect of the Property is _____ sq.mtrs. only and Owners/Builders has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owners/Builders has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the Property in the said Project and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Owners/Builders by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owners/Builders only and that the Conveyance to be executed for transfer of title of the said Property and transfer of rights and benefits of the Owners/Builders as hereinafter mentioned shall be subject interalia to the aforesaid reservation;
- c) that not to raise any objection or interference with Owners/Builders' right reserved hereunder;
- d) that to execute, further or other writings, documents, consents, etc. as may be required by the Owners/Builders for carrying out the terms hereof and intentions of the parties hereto;
- e) that to do all other acts, deeds, things and matters and to sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Purchaser/s which the Owners/Builders in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, stipulations and covenants shall remain valid, irrevocable, subsisting and in full force even after the possession of the said Flat is handed over to the Purchaser/s and/or possession of the said Building is handed over to the Society/Body Corporate of the purchasers of flats till the Conveyance is executed.

16. The Owners/Builders may complete the said Building or any part thereof or floor and obtain part occupation certificate thereof and give possession of flat therein to the acquirers of such flat, and the Purchaser/s herein shall have no right to object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of flat in such part completed building then the Owners/Builders and/or their Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of the Building in which the said Flat is located. The Purchaser/s is/are aware that such construction will cause inconvenience to the Purchaser/s, and he/she/they/it agree/s and assure/s to the Owners/Builders that the Purchaser/s shall not protest, object to or obstruct the execution of such work, nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.
17. The Owners/Builders shall give possession of the said Flat to the Purchaser/s on or before ____/____/_____. If the Owners/Builders fail or neglect to give possession of the said Flat to the Purchaser/s on the aforesaid date and/or such further date as may be mutually extended, then the Owners/Builders shall pay to the Purchaser/s if the Purchaser/s does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over the possession..

Provided that the Owners/Builders shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which flat is to be situated is delayed on account of ;

- i) Non-availability of steel, cement, other building material water or electric supply, etc.;
- ii) War, Civil commotion, act of God, force major or reason beyond control of the Owners/Builders including strikes by the workers, employees or labours of the Owners/Builders, the contractors, the suppliers, due to disturbance/hindrance in work/site by any anti-social elements;

- iii) Any notice, order, rules, notification of the Government or Semi-Government or other local, public or competent authority; OR
 - iv) Other reasonable cause.
18. The Purchaser/s shall take possession of the flat within 15 days of the Owners/Builders giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation.
- Provided** that if within a period of five years from the date of handing over the said Flat to the Purchaser/s, any defect in the said Flat or the building in which the said Flat is situated or the material used therein or any unauthorized change in construction of the said Building is brought to the notice of the Owners/Builders, then, wherever possible such defects or unauthorized changes shall be rectified by the Owners/Builders at their own costs and in case it is not possible to rectify such defects or unauthorized changes then the Purchaser/s shall be entitled to receive from the Owners/Builders a reasonable compensation for such defect or change in said Flat.
19. The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used for residential purpose only. The terrace or part terrace, if any, is to be used as terrace and not for any other use, nor the same or any part thereof will be covered in any manner, nor will any structure be put thereon. The servant toilet, if any, shall be used for and by servants/labors only and not for any other purpose. Similarly, the car parking space if any, allotted by the Owners/Builders, the same shall be used only for the purpose of parking of car.
20. The Purchaser/s along with other flat purchasers in the said Building shall join in forming and registering a Co-operative Society or a Limited Company or a Condominium of apartment owners as the case may be to be known by such name as the Owners/Builders may decide and for this purpose to sign and execute applications for membership thereof and other papers and documents necessary for the formation and registration of such Society/Body Corporate and shall duly fill-in, sign and return to the Owners/Builders within 3 days of the same being forwarded by the Owners/Builders to the Purchaser/s so as to enable the Owners/Builders

- to register the organization of all the flat purchasers. No objection shall be given by the Purchaser/s if changes or modifications any are made in the draft Bye-laws or the Memorandum or the Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority. The Purchaser/s hereby give/s authority to the Owners/Builders to sign all or any of the aforesaid documents and/or to do all acts, deeds, things and matters envisaged above or under these presents.
21. The Owners/Builders shall execute or cause to be executed necessary conveyance of the said Property in favour of duly registered Society/Body Corporate of all flat purchasers and such conveyance shall be in keeping with the terms and provisions of this Agreement. The Society/Body Corporate shall be registered only after the said Building has been fully developed and all the flats and other premises of the building are sold and disposed off. The Purchaser/s shall become member of the Society/Body Corporate which shall be formed solely for purpose of the said Building. Until such conveyance is executed, the right of the Purchaser/s shall be confined only to the said Flat and the Purchaser/s and/or the Society/Body Corporate to be formed for the purpose of the said Building shall have no right on any portion of the said Property. The conferment of right shall take place only respect of the said Property and the said Building in favour of the Society/Body Corporate on execution of conveyance in its favour as aforesaid.
 22. Within 15 days after notice in writing is given by the Owners/Builders to the Purchaser/s that the flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said Property and building namely local taxes, betterment charges or such other levies imposed by the Municipal Corporation and/or common water and electricity charges, insurance, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and Building. Until the Society or Body Corporate is formed and the title to the said Property is transferred, the Purchaser/s shall pay to the Owners/Builders such proportionate share of outgoings as may be

determined by the Owners/Builders. The Purchaser/s further agree/s that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Owners/Builders provisional contributions of Rs. 3/= per sq. ft. per month towards the outgoings. The amounts so paid by the Purchaser/s to the Owners/Builders shall not carry any interest and remain with the Owners/Builders until conveyance is executed in favour of the Society/Body Corporate as aforesaid.

23. The Purchaser/s shall, on or before delivery of possession of the said Flat, keep deposited with the Owners/Builders the following amounts:-

- a) Rs. _____/= (Rupees _____ Only) towards the entrance fee payable by the Purchaser/s at the time of admitting him/her/it/them as member of the Society/Body Corporate, which will be formed and registered of all flat owners of the new Building;
- b) Rs.500/= (Rupees Five hundred Only) towards share money of such Society/Body Corporate;
- c) Rs. _____/= (Rupees _____ Only) being the share of the Purchaser/s towards costs and expenses required to be incurred in formation and registration of the Society/Body Corporate of all the flat owners of new Building;
- d) Rs. _____/= (Rupees _____ Only) towards legal fees for preparation of this Agreement and other legal documents as may be required for proper and effectual transfer of title in respect of the new flat in favour of the Purchaser/s;
- e) Rs. _____/= towards deposit for water and electricity meter and connection charges to M.C.G.M.;
- f) Rs. _____/= towards deposit for domestic gas connection charges payable to Mahanagar Gas Ltd.;
- g) Rs. _____/= (Rupees _____ Only) towards B.M.C. Development Charges.
- h) Rs. _____/= (Rupees _____ Only) towards proportionate share of taxes and other outgoings at the rate of Rs. ____/= per sq. ft. per month for the period of one year;

Rs. _____/= Total

In addition to the aforesaid sums, the Purchaser/s shall also be liable to pay the amounts required for other utility services to be provided to the new Flat.

24. Under no circumstances, the possession of the said Flat shall be given to the Purchaser/s unless and until all price and payments required to be made under this Agreement by the Purchaser/s has/have been made to the Owners/Builders by it/him/her/them.

25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Owners/Builders hereby represents and warrants to the Purchaser/s as follows:

- i. The Owners/Builders has clear and marketable title with respect to the Property as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Property and also has actual, physical and legal possession of the said Property for the implementations of the Project;
- ii. The Owners/Builders has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Property or the Project except those disclosed in the title report;
- iv. That some of the Tenants have initiated litigation against the Owners/Promoters herein and the said cases are pending before City Civil Court, Dindoshi and Small Causes Court at Bandra,
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Property 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 said Property,

project land and said building/wing shall be obtained by following due process of law and the Owners/Builders has been and shall, at all times, remain to the in compliance with all applicable laws in relation to the said Property, project land, Building/wing and common area;

- vi. The Owners/Builders 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 Owners/Builders 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 said Property and the said [Flat] which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Owners/Builders confirms that the Owners/Builders is not restricted in any manner whatsoever from selling the said [Flat] to the Purchaser/s in the manner contemplated in the Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Owners/Builders shall handover lawful, vacant, peaceful, Physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x. The Owners/Builders 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 with respect to the said Property 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 Owners/Builders in respect of the said Property and/or the Project except those disclosed in the title report.

26. The Purchaser/s himself/herself/themselves with intention to bring all persons into whatsoever hands the flat may come, doth hereby covenant with the Owners/Builders as follows:-

- a) To maintain the Flat at the Purchaser'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.
- b) 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 staircase, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat 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 or account of negligence or default of the Purchaser/s in his behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c) 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 Owners/Builders to the Purchaser/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 any bye-laws of the concerned local authority or other public authority, In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) 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, Partis or other structural members in the Flat without the prior written permission of the Owners/Builders and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property 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.
- f) 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 Property and the building in which the Flat is situated.
- g) Pay to the Owners/Builders within fifteen days of demand by the Owners/Builders, 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.
- h) 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 Purchaser/s for any purposes other than for purpose for which it is sold.
- i) The Purchaser/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 Purchaser/s to the Owners/Builders under this Agreement are fully paid up.
- j) The Purchaser/s shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time of 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society, the Purchaser/s shall permit the Owners/Builders 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.
- l) Till a conveyance of the Property on which the building in which Flat is situated is executed in favour of Society, the Purchaser/s shall permit the Owners/Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Property or any part thereof to view and examine the state and condition thereof.

- 27. The Owners/Builders shall maintain a separate account in respect of sums received by the Owners/Builders from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 28. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said Flat or of the said plot and building or any part thereof, and the Purchaser/s shall have no claim save and except in respect of the flat hereby agreed to sold to the Purchaser/s and all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Owners/Builders until the said plot and building is transferred to the Society/Limited Company/Body Corporate as herein before mentioned.

29. Any delay tolerated or indulgence shown by the Owners/Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Owners/Builders shall not be construed as a waiver on the part of the Owners/Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s, nor shall the same in any manner prejudice the rights of the Owners/Builders.
30. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting at his/her/their address specified below:-
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31. In the event, any flat or any premises remains unsold at any time even after formation and registration of a Society/Body Corporate of the flat purchasers in the said Building and conveyance is executed in favour of such Society/Body Corporate, then in that event, all the unsold flats/premises will continue to belong to the Owners/Builders and they alone shall be entitled to sell the same, and the Purchaser/s and/or Society/Body Corporate of the purchasers of flats of the said Building shall have no right, title, interest or claim of any nature whatsoever. Further, in the event of the Society/Body Corporate being formed and registered before the sale and disposal of all the flats and premises in the said Building by the Owners/Builders, the power and authority of the Society/Body Corporate, so formed of the flat holders, shall be subject to the over all authority and control of the Owners/Builders in respect of any of the matters concerning the said Building, the construction and completion thereof and all amenities pertaining to the same and in particular the Owners/Builders shall have absolute authority and control as regards the unsold flats, terraces, compounds and other premises and the disposal thereof. The Owners/Builders shall be liable to pay only the local taxes at actual in respect of the unsold flats. Save and except the local taxes, all outgoings of any nature whatsoever including assessments,

maintenance, repairs, water, electricity, security shall be borne and paid by the Purchaser/s and/or the Society/Body Corporate. In case the conveyance is executed in favour of the Society/Body Corporate before the disposal by the Owners/Builders of all the flats, then and in such event, the Owners/Builders shall join in as the members in respect of such unsold flats and as and when such flats are sold to the persons of their choice, the Society/Body Corporate shall admit, as its member/s, the purchaser/s of such flats without charging any premium or any other extra payment.

32. After possession of the said Flat is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Purchaser/s and the other acquirers of the flats in the said buildings at their own costs, expenses, risks and responsibilities without creating any nuisance in the building or damaging the structure or elevation of the building with the written consent of the Owners/Builders or the society whichever is then applicable and Owners/Builders will not in any manner be liable or responsible for the same.
33. The Owners/Builders shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said Property to any person/persons but however the same shall not affect right of the Purchaser/s.
34. Under no circumstances, the possession of the flat shall be given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s has/have been made by him/her/them to the Owners/Builders.
35. The Conveyance Deed and all documents for transfer of title shall be prepared by the Advocates of the Owners/Builders and shall contain covenants and conditions including those contained in this Agreement with such modification, alterations and additions therein as the Owners/Builders may deem fit and proper.

36. The Stamp Duty and Registration Charges required to be paid on conveyance to be executed by the Owners/Builders in favour of this Society/Body Corporate of the flat purchasers of the said Building shall be paid and born by all the flat purchasers collectively by contributing their own respective share of payment thereof and the Owners/Builders shall not be liable to pay any costs or charges including the Stamp Duty and Registration Charges on such Conveyance or any document of transfer of title to be executed in favour of the Society/Body Corporate.
37. The Purchaser shall sign all papers and documents and do all other things that the Owners/Builders may require it to do from time to time for safeguarding the interests of the Owners/Builders and holders of other flat in the building in the said Property.
38. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and subject to the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under.
39. All the costs, charges and expenses of and incidental to this Agreement including Stamp Duty and Registration Fees shall be born and paid by the Purchaser/s alone.
40. The Purchaser/s and/or the Owners/Builders shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Owners/Builders will attend such office and admit execution thereof.
41. a) The Permanent Account Number (i.e. PAN) of the Owners/Builders is **AACFJ-8189-R**
- b) The Permanent Account Number (i.e. PAN) of the Purchaser/s is as under:-

SCHEDULE OF THE PROPERTY ABOVE REFREED TO

All that piece and parcel of plot of land or ground, hereditaments appurtenances and premises situate lying and being at Old Survey No. 176 & 177 (pt), C.T.S. No. 2688, 2688/1 to 9, Final Plot No. 59 of Daulat Nagar Scheme, admeasuring about 950 sq. yds. (805 sq. mtrs. as per property card) in Village - Eksar, Taluka - Borivali in the Registration District and Sub-District of Mumbai Suburban at Daulat Nagar Road No. 7, Borivali (E), Mumbai - 400 066.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the say and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the Withinnamed "OWNERS/BUILDERS")
M/s. J. V. Constructions & Developers,)
through its Partner **Mr.** _____)
_____)
in the presence of.)

Witnesses:-

- 1.
- 2.

SIGNED SEALED AND DELIVERED)
by the Withinnamed "PURCHASER/S")
Shri/Smt./M/s. _____)
_____)
_____)
in the presence of.)

Witnesses:-

- 1.
- 2.

RECEIPT

RECEIVED the day and year first hereinabove written of and from
 Withinnamed Purchaser/s a sum of Rs. _____/= (Rupees
 _____ Only) by cheque bearing
 No. _____ dt. ____/____/____ Drawn on _____
 _____ Bank _____, Branch being the
 amount of earnest money and/or deposit and/or towards part payment/full and
 final payment for acquiring Flat No. ____ on ____ Floor in “____” Wing,
 admeasuring _____ sq. ft. Carpet along with _____ parking No. _____ in
 the proposed new Building to be known as “**PARMARTH NIKETAN**” at Old
 Survey No. 176 & 177 (pt), C.T.S. No. 2688, 2688/1 to 9, Final Plot No. 59 of
 Daulat Nagar Scheme, Daulat Nagar Road No.7, Borivali (East), Mumbai – 400
 066.

**For M/s. J. V. CONSTRUCTIONS &
 DEVELOPERS**
 (Partner)

Witnesses:-

- 1.
- 2.

DATED ____ DAY OF _____ 20__

M/S. J. V. CONSTRUCTIONS & DEVELOPERS

..... Owners/Builders

AND

Shri/Smt./M/s. _____

..... Purchaser/s

AGREEMENT FOR SALE

in respect of

Flat No. _____ on _____ Floor in “_____” Wing

In

“PARMARTH NIKETAN”

At

Old Survey No. 176 & 177 (pt), C.T.S. No. 2688,
2688/1 to 9, Final Plot No. 59 of Daulat Nagar
Scheme, Daulat Nagar Road No. 7, Borivali (E),
Mumbai – 400 066.