

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Ghatkoper, District **Mumbai** this _____
_____day of _____ in the Christian Year Two Thousand _____[201_]

BETWEEN

M/s. CHINTAMANI REALTY, a partnership firm through its partners **1) MR. CHANDRESH KAMALKANT THAKKAR**, age 45 years, **2) MR.SANTOSH SHRIPATI KUMBHAR**, age 34 years, **3) MR. AMEY SHRIRAM KURDUKAR**, age 34 years, and **4) MR. SUYASH SUBHASHCHANDRA LIMAYE**, age **43 years** having their registered office at 5/6, Nilkanth Apartments, Laxmi-Narayan Lane, Matunga, Mumbai-400019. Hereinafter called as “**the DEVELOPERS**”(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners of said the firm of **M/s. CHINTAMANI REALTY**, the heirs, executors and administrators of such proprietor, his or her assigns) of the **One Part**.

AND

1) _____,

aged about _____years, Pan No. _____

2) _____,

aged about _____years, Pan No. _____

Indian Inhabitant, residing at _____

hereinafter referred to as the **PURCHASER/S** (which expression shall, unless it be repugnant to the context or meaning thereof be, in the case of one single individual or more than one individual, mean and include such single individual and in case of more than one, all of them, their survivors and their respective heirs, executors, administrators and assignees and in the case of a Partnership Firm, mean and include all the Partners for the time being constituting the such Firm, their respective survivors, heirs, executors, administrators and assignees and in the case of a Company duly incorporated under the Companies Act, 1956, mean and include its successors and assignees and also generally mean and include singular or plural as also masculine or feminine as the case may be and context may require) of the **OTHER PART**.

WHEREAS originally one Shri. Jagannath Shobharam Bhatt was the owner of the properties being all that piece and parcel of land admeasuring 660 sq. yards or 553 sq.mtrs, with 23 Apartments and other structures standing thereon situate at **Survey No.27, Hissa No.1 (pt). and Survey No.27 Hissa No.2(pt.), bearing City Survey No.61/40, 61 (pt). Village Kirol, Taluka Kurla, Ghatkopar, Bhatwadi, Mumbai-400 084**, within the Registration District and sub-District of Mumbai City and Mumbai Suburban more particularly described in the first scheduled hereunder written.

AND WHEREAS by Deed of conveyance dated 21st September 1971 executed between the original owner Shri. Jagannath Shobharam Bhatt as party of the first part and (1)Shri. Baburam Amber Yadav @ Ahir (2) Dhaneshwaridevi w/o Baburam Yadav @ Ahir acquired the said property described in Scheduled hereunder absolutely and all that right, title and interest for consideration mentioned therein. The deed of Conveyance has been duly registered with the office of Sub-registrar Mumbai under Sr.No.BOM/R/4130/1/14/ 1971.

AND WHEREAS the said (1)Shri. Baburam Amber Yadav @ Ahir (2) Dhaneshwaridevi w/o Baburam Yadav @Ahir constructed building / chawl and constructed room and same sold to the respective purchaser somewhere in the year 1976.

AND WHEREAS by Deeds of registered conveyance executed between the (1) Shri. Baburam Amber Yadav @ Ahir (2) Dhaneshwaridevi w/o Baburam Yadav @Ahir asnparty of the first part conveyed all that piece and parcel of land admeasuring 553 sq. mtrs being **Survey No.27, Hissa No.2, C.T.S No.61** more particularly described hereunder written along with the chawls /apartments/ structure standing thereon to the 23 room owners of Navyug Apartments Condominium (Navyug Apartments Malak Sanghatana) for the price and on the terms and conditions as contained therein.

AND WHEREAS by Deed of conveyance dated 20th March 1979 executed between the (1)Shri. Baburam Amber Yadav @ Ahir (2) Dhaneshwaridevi w/o Baburam Yadav @Ahir asnparty of the first part conveyed all that piece and parcel of land admeasuring 178.78 sq .mtrs being **Survey No.27, Hissa No.2, C.T.S No.61** more particularly described hereunder written along with the chawls/ apartments/ structure standing thereon to the Navyug Apartments Condominium (Navyug Apartments Malak Sanghatana) for the price and on the terms and conditions as contained therein. The said Deed of Conveyance has been duly registered with the office of the Sub-Registrar, Mumbai under Sr.No.S-120/1979.

AND WHEREAS by Deed of conveyance dated 20th April 2010 executed between the (1)Shri. Rajendra Manik Dambre (2) Malabai Devidas Padmane (3) Nirmala Kashiram Mange (4) Mrs. Pramila Manik Chimankar (5) Ms. Jayshree Ravindra Dambare and (6) Shri. Sanjay Manik Dambre of the first part conveyed all that piece and parcel of land admeasuring 181.40 sq. mtrs being **Survey No.27, C.T.S No.61/41 & 61(pt)** more particularly described hereunder written along with the chawls/ apartments/ structure standing thereon to the M/s. Chintamani Realty for the price and on the terms and conditions as contained therein. The said Deed of Conveyance has been duly registered with the office of the Sub-Registrar, Mumbai under Sr.No.3905/2010.

AND WHEREAS the above said properties have been declared as a notified slum as per Notification No. SLM/1075/5280/G by the State Government under the Provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.

AND WHEREAS the owner being unable to develop the said properties on their own therefore they decided to appoint the developer who will undertake to redevelop the same under S.R.A Scheme, which is under regulation No. 33(10) of Development Control Regulation for Greater Mumbai 1991.

AND WHEREAS the room owner of Navyug Apartments Condominium (Navyug Apartments Malak Sanghatna) granted rights of development to the party of first part Developer as per the Development Agreement dated 31st December 2009. The said Development Agreement has been duly registered with the office of the Sub-Registrar, Kurla-1 under Sr.No.BDR3/04935/2010 dated 28/04/2010.

AND WHEREAS the Developers have entered into a standard agreement with M/S SHREE ASSOCIATES an Architect registered with Council of Architects and the said Agreement is as per the agreement prescribed by Council of Architects.

AND WHEREAS the Developer appointed VINAYAK CHOPDEKAR & ASSOCIATES as structural engineer for the preparation of the structural design and drawings of the said buildings and the developers accepted the professional supervision of the Architect and Structural Engineer till the completion of the said Building.

AND WHEREAS the Promoters/Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____no ; authenticated copy is attached in Annexure ' _____ ';

AND WHEREAS by virtue of several Agreements refereed to the above developers alone have sole and exclusive right to sell the flats / offices / shops and or other premises in the said Building to be constructed by the developers on the said the above mentioned plot and to enter into this Agreement with purchaser of the flats, office, shops and other premises and to receive sale price in respect thereof.

AND WHEREAS the Promoter/Developers are in possession of the said project Property AND WHEREAS the Promoter/Developers have proposed to construct on the said project Property having 1 Composite Building with 2 wings.

AND WHEREAS the Allottee/Purchaser is offered an Apartment/ Flat/Shop bearing no. ____ on the ____ floor (hereinafter referred to as the said “Flat/Apartment/Shop”) in the Composite Building ____ Wing od the Project known as CHINTAMANI GLORY (herein after referred to as the said “Building”) being constructed in the said project Property, by the Promoters/Developers.

AND WHEREAS the authenticated copies of Certificate of Title issued by M/S KURUP SHIVAJI & COMPANY an advocate of the Promoters/Developers and/or Owners, authenticated copies of 7/12 Extracts showing the nature of the title of the Promoters and /or Owners to the project land/Property on which the said Flat/Apartments/Shop are constructed or are to be constructed have been annexed hereto and marked as **Annexure** '____' and '____', respectively.

AND WHEREAS the authenticated copies of the **plans and specifications** being Commencement Certificate/s for the building proposed to be constructed by the Promoters/Developers, and open spaces are proposed to be provided for on the said project land/Property, obtained from the approved by the concerned Slum Development Authority, I.O.A. No.SRA/ENG/2876/N/PL/AP dated 1st June, 2013 have been duly granted by Slum Rehabilitation Authority (herein after referred to as “the said Plans”)

The Copies of the said Approved Plan and and specifications of the flats /shops /offices and or other premises agreed to be purchase by the purchaser approved by the Municipal Corporation of Greater Mumbai / S.R.A have been annexed hereto and marked **Annexure “_____”**.

AND WHEREAS while sanctioning the said plans the Slum Rehabilitation Authority/MCGM have laid down certain terms and conditions, stipulations and restrictions including the observance and performance of the terms and conditions subject to which they said layout and the amalgamated land have been approved and sanctioned, which have to be observed and performed by the Developers while developing the said properties and the said building and upon due observance and performance of which only the Completion and Occupations Certificates in respect of the said Building shall be granted by the Slum Rehabilitation Authority.

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

AND WHEREAS the Allottee/Purchaser has applied _____ to _____ the Promoters/Developers for allotment/purchase an Apartment/ Flat/Shop bearing no. _____ on the _____ floor (hereinafter referred to as the said “Flat/Apartment/Shop”) in the Composite Building _____ Wing od the Project known as CHINTAMANI GLORY (herein after referred to as the said “Building”) being constructed in the said project Property, by the Promoters/Developers on plot of land situated at **Survey No.27, Hissa No.1 (pt) and Survey No.27 Hissa No.2(pt.)**, bearing **City Survey No.61/40, 61(pt) Village Kirol, Taluka Kurla, Ghatkopar, Bhatwadi, Mumbai-400 084.**

AND WHEREAS the carpet area of the said Apartment/Flat/Shop is _____ square meters and "carpet area" means the net usable floor area of the said Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/ Purchaser has paid to the Promoters/Developers a sum of Rs. (Rupees) only, being part payment of the sale consideration of the said Flat/Apartment agreed to be sold by the Promoters/Developers to the Allottee/ Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoters/Developers doth hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoters/Developers the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoters/Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____

AND WHEREAS, under section 13 of the said Act the Promoters/Developers are required to execute a written Agreement for sale of said Flat/Apartment with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Developers hereby agrees to sell/allott and

the Allottee/Purchaser hereby agrees to purchase the Flat/Apartment and the garage/covered parking (if applicable)

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

1. The Developers shall construct the said Building consisting of 1 Composite Building with 2 wings having on the said project ground/ground floor at stilt level and upper floors on the land situate lying and being at Village Kirol, Taluka South Salsette of Bombay Suburban District (now Taluka Kurla, Greater Mumbai) in the Registration Sub-District and District of Mumbai City and Mumbai Suburban bearing **Survey No.27, Hissa No.1 (pt). and Survey No.27 Hissa No.2(pt.), bearing City Survey No.61/40, 61 (pt).**, and more particularly described in the First, and Second Scheduled hereunder written in accordance with the plans, designs and specifications approved by the Municipal Corporation of Greater Mumbai, SRA and other concerned authorities and modifications as the Developers may consider necessary or as may be required by the Municipal Corporation of Greater Mumbai and other concerned authorities, local or public bodies and authorities or government to be made in them or any of them.

2. The Parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these Presents.

3. (i) The Purchaser/s hereby agree/s to purchase and acquire from the Developers and the Developers hereby agree to sell to the Purchaser/s the said **Flat /Shop/Apartment No. _____, adm. _____sq. ft. which is equivalent to _____ Sq mtr. + Dry Balcony & Flower bed admeasuring sq. ft. which is equivalent to _____ Sq mtr. on the _____floor** of the said building called " _____ " as shown on the floor plan thereof hereto annexed and marked **Annexure " _____ " (hereinafter referred to as" the said Premises")** for the total consideration of Rs. _____/- (**Rupees _____Only**) Which includes the

proportionate price of the common areas and facilities/ limited common areas and facilities appertaining to the said Premises. The nature, extent and description of common/ limited common areas and facilities are more particularly described in the _____ Schedule hereunder written. The fixtures, fittings and amenities to be provided by the Promoters/Developers in the said Flat/Apartment Premises and the said buildings are those that are set out in **Annexure ‘ ’** annexed hereto.

(ii) The Purchaser/Allottee hereby agrees to purchase from the Promoters/Developers and the Promoters/Developers hereby agrees to sell to the Allottee/Purchaser covered parking spaces bearing Nos. ____ situated at stilt being constructed in the building.

The total aggregate consideration amount for the said Flat/Apartment including garages/covered parking spaces is thus Rs. _____ /-

1(c) The Allottee/ Purchaser has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters/Developers the balance amount of Rs(Rupees) in the following manner :-

(i) Amount of Rs. _____/- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoters/Developers after the execution of Agreement.

(ii) Amount of Rs. _____/- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoters/Developers on completion of the Plinth of the building or wing in which the said Flat/Apartment is located.

(iii) Amount of Rs. _____/- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoters /Developers on completion of the slabs including podiums the said and stilts of the building or wing in which the said Apartment is located.

(iv) Amount of Rs. _____/- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoters/Developers on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Apartment.

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

(vi) Amount of Rs. _____/- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoters /Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Flat/Apartment is located.

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

(viii) Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Flat/Apartment to the Allottee/Purchaser on or after receipt of occupancy certificate or completion certificate.

1(f) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters/Developers by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters/Developers) up to the date of handing over the possession of the said flat.

1(g) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters/Developers undertakes and agrees that

while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/ Purchaser, which shall only be applicable on subsequent payments.

1(h) The Promoters/Developers may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoters/Developers.

1(g) The Promoters/Developers shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the carpet area within the defined limit then Promoters /Developers shall refund the excess money paid by Allottee/ Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoters/Developers shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(i) The Allottee/Purchaser authorizes the Promoters/Developers to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters /Developers may in its sole discretion deem fit and the

Allottee/Purchaser undertakes not to object/ demand/direct the Promoters/Developers to adjust his payments in any manner.

4.1 The Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Brihanmumbai Mahanagarpalika, S.R.A and other concerned authorities while sanctioning the said Plans and shall obtain from the Brihanmumbai Mahanagarpalika the Occupation and/or Completion Certificates in respect of the said premises.

4.2 Time is essence for the Promoters/Developers as well as the Allottee/Purchaser. The Promoters/Developers shall abide by the time schedule for completing the project and handing over the said Flat/Apartment to the Allottee/Purchaser and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/Developers as provided in clause 1 (c) herein above.

If the Promoters/Developers fails to abide by the time schedule for completing the project and handing over the said Flat/Apartment to the Allottee/Purchaser, the Promoters /Developers agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoters/Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/ Purchaser to the Promoters /Developers under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters /Developers.

Without prejudice to the right of Promoters/Developers to charge interest in terms of sub clause 4.____ above, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser to the Promoters/Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/ Purchaser committing three defaults of payment of installments, the Promoters /Developers shall at his own option, may terminate this Agreement:

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

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

5. The fixtures and fittings and/or amenities 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 /Developers in the said building and the said Flat/Apartment as are set out in _____ **Schedule** hereto.

6. The Promoters /Developers shall give possession of the said Flat/Apartment to Allottee/Purchaser on or before ____st day of _____ 20___. If the Promoter fails or neglects to give possession of the said Flat/Apartment to the Allottee/Purchaser on account of reasons

beyond his control and of his agents by the aforesaid date then the Promoters/Developers shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the said Flat/Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters /Developers shall be entitled to reasonable extension of time for giving delivery of said Flat/Apartment on the aforesaid date, if the completion of building in which the said Flat/Apartment 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/Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/ Purchaser as per the agreement shall offer in writing the possession of the said Flat/Apartment to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters/Developers shall give possession of the said Flat/Apartment to the Allottee/ Purchaser. The Promoters/Developers agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoters/Developers or association of allottees, as the case may be. The Promoter/Developers on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/Purchaser shall take possession of the said Flat/Apartment within 15 days of the written notice from the Promoter/Developers to the Allottee/Purchaser intimating that the said Flat/Apartments are ready for use and occupancy:

7.3 Failure of Allottee/Purchaser to take Possession of the said Flat/Apartment

: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/Purchaser shall take possession of the said Flat/Apartment from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/ Developers shall give possession of the said Flat/Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said Flat/Apartment to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoters/Developers any structural defect in the said Flat/Apartment or the building in which the said Flat/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters/Developers at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoters/Developers, compensation for such defect in the manner as provided under the Act.

8. The Allottee/Purchaser shall use the said Flat/Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show- room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchaser along with other allottee(s) of said Flat/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters/Developers may decide and for this purpose also from time to time sign and execute the application for registration

and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoters/Developers to the Allottee/Purchaser, so as to enable the Promoters/Developers to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoters/Developers 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/ Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment is situated.

9.2 Within 15 days after notice in writing is given by the Promoters/Developers to the Allottee/Purchaser that the said Flat/Apartment is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat/Apartment) 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee's share is so

determined the Allottee/Purchaser shall pay to the Promoters/Developers provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters/Developers to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoters/Developers, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _ Layout for deposits of electrical receiving and Sub Station

11. The Allottee/Purchaser shall pay to the Promoters/Developers a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoters/Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for

preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoters/Developers, 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/Purchaser shall pay to the Promoters/Developers, 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.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoters/Developers 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 Project;
- ii. The Promoters/Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land/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 Project, project land/Property and said building/wing shall be obtained by following due process of law and the Promoter 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/Developers have 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/Purchaser created herein, may prejudicially be affected;
- vii. The Promoter/Developers 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/Apartment which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement;
- viii. The Promoters/Developers confirms that the Promoters/Developers is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;
- x. The Promoters/Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the

Promoters/Developers in respect of the project land and/or the Project except those disclosed in the title report.

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

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

the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the said Flat/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Flat/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat/Apartment without the prior written permission of the Promoters/Developers and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Flat/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the project land and the building in which the said Flat/Apartment is situated.
- vii. Pay to the Promoters/Developers within fifteen days of demand by the Promoters/Developers, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat/Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

- ix. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat/Apartment until all the dues payable by the Allottee/Purchaser to the Promoters/Developers under this Agreement are fully paid up.
- x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Flat/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which the said Flat/Apartment is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which the said Flat/Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Allottee/Purchaser 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.
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 Apartments or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the said Flat/Apartment 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/Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoters/Developers executes this Agreement he shall not mortgage or create a charge on the said Flat/Apartment 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/Purchaser who has taken or agreed to take such Flat/Apartment.
18. BINDING EFFECT Forwarding this Agreement to the Allottee/Purchaser by the Promoters/Developers does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter/Developer. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when

intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser 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 apartment/plot/building, 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/PURCHASER / SUBSEQUENT ALLOTTEES It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers of the said Flat/Apartment, in case of a transfer, as the said obligations go along with the said Flat/Apartment 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/Purchaser has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Flat/Apartment to the total carpet area of all the Flats/Apartments 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.

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

8. The Allottee/Purchaser and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

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

Name of Allottee/Purchaser (Allottee's Address) Notified Email ID:

Promoter/Developers Name: **M/S CHINTAMANI REALTY** Promoters/Developers Address: 5,6 Neelkanth Apartment, Laxmi Narayan Lane, Matunga, Mumbai 400019

Notified Email:

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

25. JOINT ALLOTTEES That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoter/Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
26. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.
27. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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 Thane courts will have the jurisdiction for this Agreement

It is hereby expressly agreed that the terrace and parking area of the said Building shall always belong to the Developers and they shall be entitled to deal with and/or Allot the same in such manner as they may deem fit.

The terrace of the said Building including the parapet walls shall always be the property of the Developers and the Developers shall also be entitled to display advertisement in or over the walls of the terrace and shall be exclusively entitled to the income that may be derived by display of the said advertisements at all times hereafter. The Agreement with the Purchaser/s and the purchasers of all Flats/ Garages /Other premises in the said Building shall be subject to the aforesaid rights of the Developers who shall be entitled to use the said terrace, the parapet walls and walls of the terrace, for any purpose including the display of advertisements and the Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the said premises or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. IT IS HEREBY AGREED THAT the Developers shall be entitled either to nominate any other person to obtain the benefits of the rights and interest conferred under this clause or to assign such benefits, rights and interest in favour of any person such nominees or assigns shall be admitted as members of Society! Limited Company/Body Corporate, the Developers and/or their nominees shall be entitled to use and enjoy the common facilities in the said Building and/or in the said property. The conveyance in favour of the Society! Limited Company/Body Corporate shall contain a covenant to that effect.

THE FIRST SCHEDULE ABOVE REFERRED TO :-

Flat No._____, adm._____sq.mtrs. Carpet Area on the _____ floor of the said building to be called _____being constructed by the Developers on plot of

land situated at **Survey No.27, Hissa No.1 (pt) and Survey No.27 Hissa No.2(pt.)**, bearing **City Survey No.61/40, 61(pt) Village Kirol, Taluka Kurla, Ghatkopar, Bhatwadi, Mumbai-400 084**, in the Registration Sub-District and District of Bombay City and Bombay Suburban.

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

SIGNED AND DELIVERED

BY THE WITHIN NAMED Promoters/Developers:

M/S CHINTAMANI REALTY,

Represented through its Partner

Mr.

WITNESSES:

Name

Signature _

Name Signature

SIGNED AND DELIVERED

BY THE WITHIN NAMED Allottee/Purchaser:

(1)

(2)

WITNESSES:

1. Name Signature

2. Name

Signature

RECEIPT

RECEIVED of and from the withinnamed Allottee/Purchaser sum of Rs. _____ /- (Rupees _____ Only) as per clause 1(c) above, being the part Price or consideration payable hereunder towards the allotment of the said flat/Premises and the details of payment are as under:-

Cheque No.	Date	Drawn on	Amount (Rs.)
-	-	Total	

I SAY RECEIVED

Rs. /-

WITNESSES: **M/S CHINTAMANI REALTY**

(PARTNER)

1. Mr.

2. Mr.