

**NOTE:**

**1) Black Text is as per RERA format.**

**2) Red Text is modified by Promoter.**

**MODEL FORM OF AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE ("Agreement")** is made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**BETWEEN**

\_\_\_\_\_, a \_\_\_\_\_ incorporated under \_\_\_\_\_, having its registered office at \_\_\_\_\_, through its Director and authorized representative \_\_\_\_\_, hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its director/s, their successors in title and assigns) (PAN: [•]) of the **FIRST PART;**

\_\_\_\_\_, a \_\_\_\_\_ incorporated under \_\_\_\_\_, having its registered office at \_\_\_\_\_, through its Director and authorized representative \_\_\_\_\_, hereinafter referred to as the **"SOCIETY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its director/s, their successors in title and assigns) (PAN: [•]) of the **SECOND PART;**

**AND**

\_\_\_\_\_, aged \_\_\_\_ years, Occupation:\_\_\_\_, holding income Tax PAN: \_\_\_\_\_ having \_\_\_\_\_ its \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless it be repugnant to the context or meaning

thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the THIRD **PART**:

The Promoter, The society and the Allottee shall hereinafter individually be referred to as a **"Party"** and collectively as the **"Parties"**.

The Promoter and the society collectively referred as the "Promoter"

### **WHEREAS**

- a) Erstwhile Maharashtra Housing Board now Maharashtra Housing & Area Development Authority (hereinafter referred as MHADA) was absolutely seized and possessed of large tract of land lying being and situated at plot bearing **CTS No. 1C/1/168 village Kandivali admeasuring 751.50 sq.mtrs, Plot No. 214 Charkop, Sector -4 Kandivali West, Mumbai-400067**, within the registration Sub-district of Borivali, Mumbai Suburban District. (hereinafter referred to as **the said Land /Property**). The said land is more particularly described in the First Schedule hereunder. Copy of the Demarcation plan is marked **ANNEXURE NO. A**.
- b) The said society approached MHADA for the allotment of the said land for the construction of the tenement for their 18 members. The MHADA, under the prevailing guidelines of the Government of Maharashtra, allotted the said land under Higher Income Group category "HIG Category" on lease for the period of 90 years effective from \_\_\_\_\_ in favour of the said society vide Under Indenture of Lease dated \_\_\_\_\_
- c) The said society constructed a building comprising of ground plus 4 upper floors having 18 flats on the said land (hereinafter referred to as **"the said Building"**) and more particularly described in the Second Schedule written hereunder. (The said Land and the said Building, *hereinafter shall be collectively referred to as "the said Property"*) and allotted to its 18 members, the respective flats constructed therein.

d) The life of the said existing Society building is about more than 32 years old due to which **the said Society** proposed re-development of the said Building under Regulation 33 (5) of Development Control Regulation (DCR). Accordingly, as per the guideline of 79A dated 1407-2019 of MCS Act 1960, In the Special General Body Meeting of the said society held on 05.11.2023 in the presence of the authorised representative of the Deputy Registrar of the Co-operative housing societies, all the members of the society unanimously appointed **M/S. GAGANGIRI CONSTRUCTION.**

e) WHEREAS Subsequent thereto, by and under a development agreement dated \_\_\_\_\_ made between the said Society of the one part and the Developer herein of the other part and registered with the Sub-Registrar of Assurances under Serial No. \_\_\_\_\_, ("**Development Agreement**") and Power of Attorney dtd. \_\_\_\_\_ registered with the Sub-Registrar of Assurances under Serial No. \_\_\_\_\_, the Society granted and conferred unto the Developer, the sole and exclusive development rights to re-develop the said Property for the consideration and on the terms and conditions contained therein. Copy of the Index- II of the Development Agreement is annexed as **ANNEXURE 2**

f) In view of the above, the Promoters herein became well and sufficiently entitled to the said Property. The details pertaining to the title/rights/entitlement of the Promoter to the said Property is as detailed in the Title Certificate dated \_\_\_\_\_ which is annexed and marked hereto as **Annexure "\_\_\_\_\_".**

g) WHEREAS, the Developer obtained the MHADA Offer letter dated \_\_\_\_\_ bearing no. \_\_\_\_\_ and subsequently paid the premium of the additional FSI to the MHADA and the MHADA has granted No Objection Certificate on \_\_\_\_\_ bearing no.

\_\_\_\_\_ (“**NOC**”). Copy of the MHADA Offer Letter and MHADA NOC are annexed as **ANNEXURE 2 and ANNEXURE 3 Respectively.**

- h) WHEREAS the Developer submitted the proposal to the planning authority of the MHADA and obtained the approval of the plans by Intimation of Approval No. \_\_\_\_\_ dated \_\_\_\_\_ (“**IOA**”), with approved plans dated \_\_\_\_\_ (“Amended IOA”) and obtained Commencement Certificate up to Plinth Level bearing No. \_\_\_\_\_ dated \_\_\_\_\_. Copy of the IOA, annexed as **ANNEXURE 4**, and Commencement Certificate are annexed as **ANNEXURE NO. 5.**
- i) WHEREAS The Developer proposes to construct a building on the said Land to be known as “ \_\_\_\_\_”, \_\_\_\_\_ **CHS Ltd.**, Plot no. \_\_\_\_\_, \_\_\_\_\_, Mumbai-400 0\_\_ in accordance with the plan approved by the MHADA.
- j) WHEREAS the Developer has registered the project with the MAHARERA Authority bearing **REGISTRATION NO.** \_\_\_\_\_ Copy of the RERA Registration certificate is annexed as **ANNEXURE NO. 6.**
- k) WHEREAS The Developer has duly appointed an architect, registered with the Council of Architects/LS and a structural engineer, for the preparation of the structural design and drawings of the said New Building. The Developer has accepted the professional supervision of the said architect/LS and structural engineers in the completion of the said New Building unless otherwise changed.
- l) WHEREAS The Purchaser herein has demanded from the Developers and the Developers have given inspection rights to the Purchaser, of all the documents of title relating to the said Property and its development including the property register card and all other relevant records, agreements, the plans, the designs and other specifications prepared by the Developers’

architects and of such other documents.

m) WHEREAS The Purchaser has also taken inspection of the said New Building plans, IOA, Amended IOA, CC issued by MHADA, title Certificate and other relevant documents such as Municipal Assessment bills, City Survey Records etc. as required and has further complied and hereby undertakes to comply with all the terms and conditions particularly covered under the RERA .The Purchaser confirms that he/she has entered into this Agreement after inspecting the aforesaid documents and shall never raise any objection/s to the same. Copy of the Property Card and CTS Plan is annexed as **ANNEXURE NO. 7A and ANNEXURE NO. 7B.**

n) WHEREAS The Purchaser/s has agreed to purchase from the Promoter residential **Flat No “.....”** on the **.....<sup>th</sup> Floor** of Rera Carpet Area **..... Sq. Ft.** equivalent to **..... Sq. Mts.** at the project known as “\_\_\_\_\_”, \_\_\_\_\_ CHS Ltd. Plot no. \_\_\_\_\_, \_\_\_\_\_, Mumbai-4000\_\_”. (Hereinafter referred to as “the said Premises”) and more particularly described in the Second Schedule being constructed on the said Land on the terms and conditions as set out hereinafter and both the parties are executing this Agreement as required under the RERA Act.

o) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said agreement under the Registration Act,1908.

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

1. The recitals as mentioned hereinabove shall form an integral part of this Agreement. The representations, confirmations, assurances, declarations and undertakings of the parties herein as mentioned in the Recitals shall be deemed to be incorporated herein in verbatim.
2. The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee in accordance with Section 14 of RERA except any alteration or addition required by any Government authorities or due to change in law.
  - 2.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type .....of carpet area admeasuring ..... sq. metres on ..... floor in the building /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures \_\_\_\_ for the consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos\_\_\_\_admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x\_\_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x\_\_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

2(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. \_\_\_\_\_/-and, **which is more particularly described in the Third Schedule hereunder written. ("Total Consideration")**

2(c) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....( \_\_\_\_\_ Rupees ..... ) and shall be deposited in RERA Designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

- (i) Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- (ii) Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- (iii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- (iv) Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- (v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, 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 Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- (vii) Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 or wing in which the said Apartment is located.

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

2(d) The Total **Consideration** above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, 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 Promoter) up to the date of handing over the possession of the Apartment.

2(e) The Total **Consideration** 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area

within the defined limit then Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

- 2(g) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

3. The Allottee is aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1% of the consideration (if it exceeds 50 lakhs) including the amount of taxes, if any, while making payment to / crediting the account of the Promoter under this Agreement.
4. It is specifically agreed that the Promoter has agreed to accept the aforesaid total consideration on the specific assurance of the Allottee and any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major

breach of the terms of this Agreement by the Allottee. The same would entitle the Promoter to initiate the actions as per the provisions of RERA.

5. The Total Consideration mentioned hereinabove excludes Taxes. The Allottee shall be liable to pay all taxes of whatsoever nature in connection with the said Apartment. The Allottee agrees and undertakes and is liable to pay any sums or amounts including cess, levies, fees, deposits, CAM charges, taxes or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the flat or otherwise, now or in future. The Allottee shall also pay and hereby undertakes to pay any amounts by way of increase in tax of any nature whatsoever.
6. The Allottee hereby further agrees and confirms with the Promoter that if there is any additional liability over and above the any amount/s deposited and to be deposited by the Allottee with Promoter towards payment of GST payable in respect of the transaction of sale of the said Apartment in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Allottee upon being called upon to do so by the Promoter without any delay or default. The Allottee agree to indemnify and keep harmless the Promoter and their estates and effects against all claims, demands and dispute in respect of any liability of GST, interest of penalty payable to the GST and all other costs, charges, expenses and losses suffered or incurred by the Promoter and to reimburse to the Promoter all such GST, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.
7. 7.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the

concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

7.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. **The obligation of the Promoter to abide by the time schedule shall be subject to Force Majeure as more particularly mentioned in clause hereunder.** The Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter in accordance with the payment schedule as provided herein above. **In the event, the Allottee fails and/or defaults to make three consecutive payments as stated under this Agreement then the Promoter shall be entitled to terminate these presents.**

8. The Promoter hereby declares that the Floor Space Index/**Built-up area** available as on date in respect of the project land is ..... square meters only and Promoter 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 Promoter has disclosed the Floor Space Index **/Built-up area** of \_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to

purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

9. 9.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the

Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

10. The Promoter shall upon termination of this Agreement as aforesaid, be entitled to deal, in any manner, with the said Apartment including the allotment and sale of the said Apartment to any third party on the terms and conditions as the Promoter may deem fit, without any further reference to the Allottee.
11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure '\_\_\_\_', annexed hereto.
12. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause \_\_\_\_ herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

### **13. Procedure for taking possession –**

**13.1** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

**13.2** The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

**13.3 Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause **herein**, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided

in clause \_\_\_\_ such Allottee shall continue to be liable to pay maintenance charges as applicable.

13.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. **Provided that such defects as mentioned in the paragraph under reference have not been accountable to any acts of alterations, additions or otherwise on the part of the Allottee. In such events, the Promoter shall not be liable to rectify such defects or compensate the Allottee in any manner.**

14. **The** Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. **The Allottee** shall use the garage or parking space only for purpose of keeping or parking vehicle.

15. The Allottee along with other allottee(s) of 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 Promoter 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 bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being



forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

15.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share(i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or 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 shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

16. The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts :
  - i. Rs. 600 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. **The Allottee shall make \_\_\_\_ months advance payment at the time of possession of the said premises.**
  - v. Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & Rs.

\_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout.

- vi. Rs \_\_\_\_\_/- towards the proportionate Contribute/corpus fund in the society fund as to be contribute by the other members of the society, as per the terms and conditions of the Development Agreement executed between the Society and the Promoters herein.

17. The Allottee shall pay to the Promoter a sum of Rs. 25,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter 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.

18. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

#### 19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee 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 Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

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

- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and

protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (viii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the

Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said 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 Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (xiii) Contribute proportionate share of money in the society fund as may be contribute by the other members of the society.
- (xiv) The Allottee has inspected the title of the Promoter and is fully satisfied with the title of the Promoter, subject to the rights of the tenants, in respect of the said Property and the Allottee shall raise no dispute in future with regards to the title of the Promoter. The Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and such title being clear and



marketable (ii) the approvals and permissions obtained till date and (iii) the Promoter's entitlement to develop the said Property and to construct the Project thereon as mentioned in this Agreement and sell the Apartment therein.

(xv) The Allottee shall jointly and severally indemnify and keep indemnified and harmless, the Promoter, its agents, representatives, estates and effects from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Promoter may suffer or incur or be subjected to for non-payment, non-observance, non-performance or non-compliance of the said covenants and conditions to be observed and/or performed by the Allottee as mentioned in this Agreement.

(xvi) The Allottee declare and affirm that in case of joint Allottees, failure to pay by either of them shall be deemed as failure to pay by both and all the Allottees shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequences jointly as well as severally.

21. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or 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.

22. "In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee / both, as the case may be, in accordance with the agreed terms of payment.".

23. 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 shall have no claim save and except in respect of the 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 Promoter 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.

24. The Allottee and the Allottees/purchasers of the other premises in the Sale Component shall become members of the said Society and for this purpose also from time to time sign and execute the application for membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the said purpose and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee. The society shall bound to admit the allottee as the memembers of the society within 30 days from the date of application/intimation for membership. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

**Or**

The Promoter shall undertake that the Society formation shall be executed within a period of 3 Months of the majority (51%) of allottees having booked their flat/shop/ apartment in the said project.

## 25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

Promoter executes this Agreement he shall not mortgage or create a charge on the \*[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 who has taken or agreed to take such Apartment. **The Promoter shall be entitled to create a charge or a mortgage on the property other than the Apartment hereby being sold.**

## 26. BINDING EFFECT

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

## 27. 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.

#### 28. RIGHT TO AMEND

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

#### 29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

#### 30. 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.

#### 31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

### 32. 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.

### 33. PLACE OF EXECUTION

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

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

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

Name of Allottee

(Allottee's Address)

Notified Email ID:

M/s Promoter name

(Promoter Address)

Notified Email ID: \_

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

#### 36. JOINT ALLOTTEES

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

37. STAMP DUTY AND REGISTRATION :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

38. 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.

### 39. 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 courts in Mumbai will have the jurisdiction for this Agreement.

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

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel of land bearing **CTS No. 1C/1/168** **admeasuring 750.51sq.mtrs.** at Village Kandivali, Plot no. 214, Charkop Sector -4 , Charkop, Kandivali West,, Mumbai – 400067 within the registration Sub-District of Borivali, Mumbai Suburban District alongwith the Building standing thereon and bounded as follows. That is to say:-

On or towards the North by : Existing Chawl no. 437

On or towards the West by : Plot no.212

On or towards the South by : DP Road

On or towards the East by : Plot no.216

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of common areas and facilities)

A.} Description of the common areas provided

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
	Mechanized/Tower parking	31-12-2029	31-12-2029	NA

**B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:**

	Type of facilities /amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/ area of the facilities /amenities	FSI Utilized or free of FSI
	Fitness Centre	NA	31-12-2029	31-12-2029	106.40 Sq mt	free of FSI

**C.} Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

	Type of facilities /amenities	Phase name/	Proposed Date of Occupan	Proposed Date of handing over to the	Size/ area of the	FSI Utilized or
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	es provided	numb er	cy Certificat e	Society/comm on organization	facilities /ameniti es	free of FSI
	Nil					

**D.) The size and the location of the facilities / amenities in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.**

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
	Nil				

**E.) Details and specifications of the lifts:**

	Type Lift (passenger/service/ stretcher/goods/ fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	Passenger Lift	1	6-8 passenger	As per DCPR
2	Fire Lift	1	6-8 passenger	As per DCPR

**THE THIRD SCHEDULE ABOVE REFERRED TO**

A Residential Flat being Flat No.\_\_\_\_, on the \_\_\_\_\_ Floor  
admeasuring about \_\_\_\_\_ square meters i.e., RERA carpet area \_\_\_\_\_  
square feet along with \_\_\_\_\_ car parking space in the New Building  
known as " \_\_\_\_\_ " situated on the said Property as described in the  
First Schedule hereinabove

<p><b>SIGNED</b>                      <b>SEALED</b>                      and</p> <p><b>DELIVERED</b> by the within named</p> <p><b>"PROMOTER"</b> i.e.,</p> <p>through the hands of its Authorized</p> <p>Signatory              Mr. _____</p> <p>In the presence of witnesses</p> <p>i)</p> <p>ii)</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>
<p><b>SIGNED</b>                      <b>SEALED</b>                      and</p> <p><b>DELIVERED</b> by the within named</p> <p><b>"SOCIETY"</b> i.e., _____</p> <p>CHS Ltd</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>



\_\_\_\_\_,  
being the within named  
Promoter

Witnesses:

- 1.
- 2.