

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAN No. \_\_\_\_\_

**Ref:** Allotment of Flat in “**BHIMA SHANKAR HEIGHTS**” (proposed Building) on Land Bearing C T S No. 115, 108 B/C and situated at Link Road Near Fly Over , Kandarpada, Dahisar (W), Mumbai – 400 068.

Allotment of Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet carpet Area, on the \_\_\_\_\_ in Wing \_\_\_\_\_ in our proposed project known as **BHIMA SHANKAR HEIGHTS** situated at Link Road Near Fly Over , Kandarpada , Dahisar (W), Mumbai 400 068.

This is to place on record that the construction work is proposed to begin in due course. You have approached us to book, acquire and purchase the above said flat against the amount of consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) subject to the principal terms and conditions mentioned herein. The agreement for allotment shall be executed and registered only upon receiving the Commencement Certificate for the proposed residential building.

We have received and accepted Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only), paid to us. The balance amount of Rs \_\_\_\_\_ /- (Rupees One Crore One Lac Fourty Three Thousand Nine Hundred Ninety Nine Only). You have also paid Rs. \_\_\_\_\_ /- provisional amount of Service Tax to us. The balance amount shall be payable as per 'Annexure A'. Sale plan showing detail of flat no, area and floor to allootee as per 'Annexure B'

### **Terms and Conditions of the Provisional Allotment**

1. *you shall pay us the following amounts on or before the execution of the Agreement for sale:*
  - (a) *Rs. 60,000/- (Rupees Sixty Thousand only) towards maintenance Deposit (approx.)*
  - (b) *Rs. 1,71,000/- (Rupees One Lakhs Seventy One Thousand only) towards other charges (including development charges, charges towards formation and registration of the Society, Legal Fees, Security Deposits, Gymnasium Facilities, Share Application money, Charges for providing Electric Cable, Meters, Water Connection in the proportion of area allocated to you).*
  - (c) *VAT at the rate of 1% at the time of entering into the agreement for sale.*  
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2. *The Maintenance Deposit and the other Charges as aforesaid are subject to variation due to increase or decreases in the exact area of the said flat, change in charges or policies of utility provider agencies or payment to made to the Government or Municipal Corporation or Public Body or other Authorities, etc. The final amount will be quantified in the formal Agreement.*
3. *The internal and external amenities in the project shall be mentioned in the Agreement for Sale.*
4. *The car park/s reserved for you shall be subject to Control and Regulation of the Society to be formed by all purchasers and the bye laws adopted by the proposed society.*
5. *We will obtain necessary approvals and will use our reasonable endeavours for completion of the construction of the said flat and hand over the possession of the said flat to you within a period of 42 months from the date of receipt of Commencement Certificate for said building, subject to (+) 6 (Six) months grace period and also the force majeure events which will be set out in the Agreement for Sale. In event of delay of possession beyond the grace period you will be entitled to cancel the booking and claim refund of the consideration of amount paid to us along with the interest of 12% P.A.*

6. *The stamp duty and registration fees on the Agreement for sale to be executed between us will be paid by you. The said agreement for sale under the provision of Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 subject to the term mentioned herein. We have informed you that after you have paid Stamp Duty on Agreement of Sale the same will be registered.*
7. *Until Agreement for Sale as above is executed and registered with the office of Sub-registrar of Assurance and you have complied with all the obligations cast upon you there under, you will not have any right title, interest and Lien of any nature, whatsoever in the said Flat or the said property or any part thereof.*
8. *The exact carpet area shall be determined on completion of the project and will be mentioned in the Agreement for Sale and accordingly the sale consideration may be increased or decreased proportionately.*
9. *The possession of the said flat will be delivered to you only after the payment of the entire sale consideration for the said flat, which shall be paid as mentioned in Annexure A together with the amount mentioned in paragraph 1. In addition, you shall pay other amount such as municipal taxes from date of the Occupation Certificate. You shall be liable to pay present and future Service Tax, VAT and other taxes, duties, levies and other Government dues in relation to said flat as and when demanded by us.*
10. *You shall also bear and pay the stamp duty and registration charges on the Agreement for Sale to be executed and also the proportionate charges in respect of Conveyance Deed / Lease Deed / Deed of Maharashtra Land Owning Authority / Owner of the plot and the society and also the legal charges, documentation charges etc, in respect thereof.*
11. *In the event that you commit any default in payments of any amounts under this letter on their respective due date and or / in observation and performing any of the term and conditions of this letter spite of 10 (Ten) days notice by us to you to remedy the default / breach, we shall be entitled to terminate, cancel and revoke this letter of provisional allotment with immediate effect in which event the consequences hereinafter set out below shall follow:*

i) Your right, if any, in said Flat or any part thereof or your right, if any, to get Agreement for Sale entered into shall come an end; and we shall be entitled to sell the said flat at such consideration and on such terms and conditions to such other person or party for our sole benefit as we may in our absolute discretion deem fit and proper;

ii) On the realization of the entire sale consideration (resale price) from such other person or party for the said flat, we shall refund to you the amount paid by you to us in pursuance of this letter after deducting there from:-

- a) 3% of the consideration amount of the said Flat paid by you till the date of termination shall stand forfeited;
- b) The taxes and outgoing, if any, due and payable by you in respect of flat up to date of termination;
- c) The amount of interest payable by you to us in terms of this letter from date of default in payment till the date of realization of the same;
- d) All expenditures incurred for the sale of the said flat such as brokerage, taxes, duties etc shall be deducted from amount collected by us.

From the date of termination, the right if any, of yours shall be only to receive the amount mentioned in this paragraph within 06 (Six) months of the termination and you shall have no further right in or on the said flat or against us.

You shall also bear and pay the stamp duty and registration charges on the Agreement for Sale to be executed and also the proportionate charges in respect of Conveyance Deed / Lease Deed / Deed of Maharashtra Land Owning Authority / Owner of the plot and the society and also the legal charges, documentation charges etc, in respect thereof.

12. You shall not be entitled to under any circumstances sell, transfer and/or assign the benefit arising hereunder to any person during first 12 months commencing from the date of booking. (the "**Lock-in Period**") and after the expiry of the Lock-in Period you may sell, transfer and assign the benefit arising hereunder to any person subject

*to our prior written consent which can be denied without assigning any reason there for.*

13. *In the event we may give No Objection Certificate for transferring your rights and benefit under this letter of Provisional Allotment Letter only on the payment of all dues payable by you to us this letter and subject following terms and condition:-*

*We will have **Right Of First Refusal** i.e. preferential right to acquire the said flat– **ROFR**. In this event that we refuse to exercise ROFR within the period of 30 Days in writing you shall be entitled to transfer the right and benefit under this letter of Provisional Letter of Allotment to the country party on the same or better terms as have been offered to / refused by us within the period of 90 days thereafter.*

14. *You shall be liable to pay to us transfer fee of 2% of the consideration mentioned in the agreement for sale on the second transfer and further new allottee having agreed to abide by the term and condition herein or any other term or condition laid down by us.*

15. *Non-compliance of any of the term and conditions mentioned above by you lead to cancelation / termination / revocation of this Letter of Allotment at our sole discretion.*

*In token of your acceptance of the above terms, please sign the duplicate of this letter and return to us.*

*Thanking you,  
Yours faithfully,  
**MALLHAR REALTORS PRIVATE LIMITED***

*Director / Signatory Authority*

*Receiver's Signature* #####

*Witness:*

1)

2)

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE made and entered into this \_\_\_\_  
day of \_\_\_\_\_ 2015

BETWEEN

**MALLHAR REALTORS PVT.LTD.**, a Private Limited Company  
incorporated under Companies Act, 1956, having its  
registered office at 1<sup>st</sup> Floor, “Oomkareshwar”, New Link Road,  
Dahisar (west), Mumbai- 400 068, through one of its  
Directors, hereinafter called the “**DEVELOPERS**” (which  
expression shall unless otherwise repugnant to the meaning  
and context thereof shall mean and include its Directors, the  
respective heirs, executors, successors and assigns of the  
Directors) of the **ONE PART**;

**AND**

**SHRI** \_\_\_\_\_, of Mumbai, Indian Inhabitant  
presently residing

at \_\_\_\_\_,

hereinafter referred to as "**THE PURCHASER**" (which expression unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the

**OTHER PART.****WHEREAS:**

- I. The Developers herein are developing a large property now bearing C.T.S. No. 115/1 of Village Dahisar, TalukaBorivali, admeasuring about 5657.50 square meters. The said property is carved out from a very large holding whichcovers parts of four (4) plots, viz.
  - (i) Survey No. 314, HissaNo. 6 (part), corresponding with Old C.T.S. No. 108 B admeasuring 419.6 square meters,
  - (ii) Survey No. 314, Hissa No. 6 (part), corresponding with old C.T.S. No. 108 C admeasuring 112 square meters, and
  - (iii) Survey No. 314, Hissa No. 12 (part), corresponding with old C.T.S. No. 115 admeasuring 4189.90 square meters;
  - (iv) Survey No. 314, Hissa No. 12 (part), corresponding with old C.T.S. No. 115 admeasuring 3876 square meters;

All the above 4 plots formed a large holding of land admeasuring **8597.50** square meters and are situated at Village Dahisar,TalukaBorivali, Mumbai Suburban District and are collectively referred to as '**the said holding**'.

- II. The Developers herein are the owners of the said holding. The title to the four plots mentioned above was acquired by the Developers as stated hereinbelow.
- III. By an Indenture of Conveyance dated 15-01-2013, the original owners Smt. MaltiLaxmanMhatre and others, the owners of the plots bearing Survey No. 314, Hissa No. 6 (parts), corresponding with C.T.S. Nos. 108 B and 108 C admeasuring 419.6 square meters and 112 square meters respectively, transferred and conveyed in favour of the Developers herein the said two plots for the consideration mentioned therein. The said Indenture of Conveyance dated 15<sup>th</sup> January 2013 has been duly registered with the Sub-Registrar of Assurances at Borivali bearing Registration No. BDR-7/490 of 2013.
- IV. The plot bearing Survey No. 314, Hissa No. 12 (part), corresponding with C.T.S. No. 115 (part) admeasuring 8065.9 square meters was originally owned by one WamanMahadevBhoir. WamanMahadevBhoir died intestate on 23-10-1958 leaving behind five sons, namely, Anant, Madhukar, Harishchandra, Moreshwar and Vinayak who became entitled to all the property owned by Waman at the

time of his death. Harishchandra died on 18-03-1983 leaving behind his widow Yesubai who became the karta of her family. Moreshwar died on 23-01-1988 leaving behind Venubai who became karta of her family. Vinayak died on 27-10-1984 leaving behind his widow Hirabai who became the karta of her family.

V. Thus, Anant, Madhukar, YesubaiHarishchandraBhoir, VenubaiMoreshwarBhoir and HirabaiVinayakBhoir became entitled to all the property of Waman each having equal share, right, title and interest therein in their capacity as thekartas of their respective family.

VI. By a Deed of partition dated 13<sup>th</sup> April 1988, duly registered with the sub-registrar of Assurances at Bandra, bearing registration No. BND-P-1187 of 1988, the said five co-ownerseffected partition of all the properties left behind by WamanBhoir. Under the said partition, the plot of land bearing Survey No. 314, Hissa No. 12 (part) corresponding with C.T.S. No. 115 (part) admeasuring in the aggregate about 8065.9 square meters (as per the property register card)was divided among the two branches of Bhoir family. One part admeasuring 4189.9 square meters came to the ownership of MadhukarWamanBhoir and his family. And the other part admeasuring 3879 square meters came to the ownership and share of HirabaiVinayakBhoir and her family. However, in the partition deed, the areas of the plots mentioned therein are erroneous. The parties subsequently

rectified the errors by mentioning correct areas as per the revenue records in the subsequent registered documents.

VII. By a Deed of Transfer dated 31-12-2007, Smt. HirabaiVinayakBhoir and her son RavindraBhoir, the owners of the plots bearing Survey No. 314, Hissa No. 12 (part), corresponding with C.T.S. Nos. 115 (part) admeasuring 3876 square meters, transferred and conveyed in favour of one M/S Shree Ganesh Constructions the said plot for the consideration mentioned therein. The said Transfer Deed dated 31-12-2007 has been duly registered with the Sub-Registrar of Assurances at Borivali bearing Registration No. BDR-12/78 of 2008.

VIII. By another Deed of Transfer dated 03-01-2008, MadhukarWamanBhoir and others, the owners of the plots bearing Survey No. 314, Hissa No. 12 (part), corresponding with C.T.S. Nos. 115 (part) admeasuring 4189.9 square meters, transferred and conveyed in favour of one M/S Kailashnath Constructions the said plot for the consideration mentioned therein. The said Transfer Deed dated 03-01-2008 has been duly registered with the Sub-Registrar of Assurances at Borivali bearing Registration No. BDR-12/80 of 2008.

IX. By a Merger Partnership Deed dated 17<sup>th</sup>August 2010 and revised merger deed dated 2<sup>nd</sup>January 2012, the said Shree Ganesh Constructions merged with another partnership Firm, namely, Kailashnath Constructions. Pursuant to the said

Deed, a new partnership Firm, by name 'Mallhar Constructions' was formed. Under the said merging of firms, Shree Ganesh Constructions threw various plots of land owned by it into the common assets of Mallhar Constructions. Similarly, Kailashnath Constructions also threw the properties so owned by them into the common assets of the newly formed partnership Firm. As such the plots bearing Survey No. 314, Hissa No. 12 (part), corresponding with C.T.S. No. 115 (part) admeasuring about 3876 square meters and C.T.S. No. 115 (part) admeasuring 4189.9 square meters at village Dahisar, TalukaBorivali were also thrown into the assets of Mallhar Constructions.

- X. Under part IX of the Companies Act, 1956, the said Mallhar Constructions, a partnership Firm, was converted into a Private Limited Company known as 'Mallhar Realtors Private Limited'. The immovable properties owned by Mallhar Constructions came to be transferred to the newly incorporated Company, i.e. the Developers herein.
- XI. Thus, the plot bearing Survey No. 314, Hissa No. 12 (part) corresponding with C.T.S. No. 115 admeasuring 8065.9 square meters came to the ownership of Mallhar Realtors Private Limited.
- XII. Thus, the Developers became the absolute owners of the said holding described in four parts in Recital I hereinabove admeasuring in the aggregate 8597.50 square meters.

XIII. The revenue authorities carried out the mutation entries as per the said sequence mentioned hereinabove and now the name of the Developers herein is shown in the 7/12 extracts pertaining to the plots covering the said holding.

XIV. The said holding consisting of 4 plots mentioned in recital I hereinabove were affected by various reservations under the D.P. Plan published by MCGM under the town Planning. Hence, the Developers applied to the revenue department for amalgamation and sub-division of the 4 plots. By his order dated 26-11-2013, the Collector, M.S.D. duly amalgamated and sub-divided the 4 plots. As such the 4 plots were amalgamated admeasuring in the aggregate 8597.50 square meters and thereafter sub-divided into 5 parts, (a), (b), (c), (d) and (e). Two parts of the said plot, namely (b) and (c) admeasuring 1452.55 square meters and 1417.45 square meters respectively were sub-divided and shown for D. P. Road. The said plot admeasuring 1452.55 square meters is now assigned C.T.S. No. 115/2 and plot admeasuring 1417.45 is allotted C.T.S. No. 115/3. Another two parts, namely, (d) and (e) admeasuring 50 square meters (now allotted C.T.S. No. 115/4) and 20 square meters (now allotted C.T.S. No. 115/5) respectively were similarly shown for Recreation Garden. The remaining part, namely, part (a) admeasuring 5657.50 square meters was shown as "**balance plot**" which part is currently being developed by the Developers herein. This balance plot

has been allotted C.T.S. No. 115/1 under order dated 07-05-2015 by City Survey Officer Borivali.

XV. The said part (a) admeasuring 5657.50 square meters is thus now described as C.T.S. Nos. 115/1 and is hereinafter referred to as '**the said property**' and is more particularly described in **Schedule I** appended hereto.

XVI. The said property has been reserved for 'Fire Brigade' under the development plan published by the Planning authority. By a notification dated 11th July 2003 bearing No. TBP/4301/741/43/2002/11 the owners of the respective plots were allowed to develop the plots so reserved for fire brigade. Thereafter, under the further amendment under Notification No. TPB- 4306/ 2778/CR-160/07/UD-11 dated 14-05-2009, the land to be developed for reservation was increased from 40 % to 50 %. Hence, under the D.C. Regulation 9 V (5) (a), the Developers became entitled to develop the land under their ownership and possession.

XVII. Accordingly, after duly applying under regulation no. 9, Table 14, Sr. No. V (5)(a) of DCR 1991, a Development Permission dated 25<sup>th</sup> October 2011 revalidated on 17<sup>th</sup> April 2014 was issued by the Brihanmumbai Municipal Corporation (for short, 'MCGM'). The Developers had submitted plans with the Building Proposal Department of MCGM for construction of (i) Fire Brigade Station on one part of the said property and (ii) a

residential Building on the remaining part. Thus, the said property came to be further divided into two parts,

- (i) **Part A-** admeasuring about 2828.75 square meters where the Fire Brigade Station would be constructed which is to be handed over to MCGM free of cost and free of encumbrances and
- (ii) **Part B-** admeasuring 2828.75square meters where the residential Building would be constructed.

The plans were duly sanctioned after following due procedure of the regulation and after various compliances and N.O.C.'s from various departments of MCGM and also after recovering various payments an IOD bearing No. CHE/A-5084/BP (WS) AR. came to be issued for the construction of Fire Brigade Station on Part A which was 50% part of the said property and another IOD bearing No. CHE/A-5083/BP (WS) AR for the residential building on the remaining part of the said property i.e. part B. Both the IOD were issued on 28/05/2013.

XVIII. After the due compliances, a Commencement Certificate dated 25<sup>th</sup>April 2014 was issued on 25<sup>th</sup>April 2014 by MCGM for Fire Brigade Station Building proposed to be constructed on part A of the said property. Accordingly,

the Developers commenced the construction and now the Fire Brigade Station Building is under construction.

XIX. In the meanwhile, the Developers have complied with various terms and conditions of the IOD in respect of the residential Building and the MCGM has issued a commencement Certificate dated 26<sup>th</sup> Sep 2014 for construction of residential Building on part B of the said property. The Developers have in accordance with the said approved plans commenced the construction of residential building on **Plot B**. While constructing the proposed Building on Plot B, the Developers shall consume the potential F.S.I. on plot B and by availing T.D.R. from market as well as by utilizing the fungible FSI which is permissible under the DCR.

XX. Plot B is hereinafter referred as '**the said plot**' and is more particularly described in **Schedule II** hereunder written. Appended hereto is a sketch plan Annexure B in which the said property is marked bounded in blue colour. Bounded in red is Plot A, where the Fire Brigade Station Building is currently being constructed and is shown accordingly. Bounded in blue is the said plot (Plot B) which is the subject matter of this Agreement for sale and the proposed building Bhimashankar Heights is shown therein. Plot A shall be handed over to MCGM alongwith the Fire Station as per the terms of the Development Permission dated 25<sup>th</sup> October 2011.

XXI. The Developers shall construct a residential Building on the said plot under the professional supervision of the Architects and Structural Engineers and in accordance with the plans and specifications duly approved by MCGM, which building shall consist of two wings, 'WING A' and 'WING B'. The said building shall be known as "Bhimashankar Heights" and have ground and 21 upper floors.

XXII. The Developers have appointed Shri Sanjay Neve of M/s Sanjay Neve & Associates, registered with the Council of Architects for the proposed construction. The Developers have also appointed Ketan Belsare as R.C.C. Consultants for the structural designs and drawings in respect of the proposed construction. The Developers shall avail the services of the Architect and R.C.C. Consultant till the completion of the project.

XXIII. The Purchasers have approached the Developers with a desire to purchase a residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ **th** floor of wing \_\_\_\_\_ of Building 'Bhimashankar Heights'. The Purchasers have inspected various documents mentioned herein and after understanding the contents thereof have decided to purchase the flat mentioned hereinbefore. The carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an

apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser and which are FSI free, but includes the area covered by the internal partition walls of the apartment and the balconies of which the FSI is counted while sanctioning the plans.

XXIV. The Purchaser is well aware of all the documents of title relating to the said plot, the relevant orders and notifications and the approved plans, designs and specifications prepared by the Developer's Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as 'MOF' Act) and the rules made there under and also as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the RERA") and the Rules and Regulations made thereunder;.

XXV. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory

Authority at \_\_\_\_\_ no\_\_\_\_\_; authenticated copy is attached in Annexure 'F';

XXVI. The Purchaser has demanded the inspection of various document and the Developers offered the inspection of the original documents to the purchasers. Developers have also annexed hereto the copies of the following documents:

**Annexure**

- (a) Property card; (A)
- (b) 7/12 extracts (B)
- (c) sub-division order dated 26-11-2013. (C)
- (d) I. O. D. issued by BMC (D)
- (e) Commencement Certificate Issued by BMC (E)
- (f) Typical Floor plan; (F)
- (g) Plan showing plot A and plot B. (G)
- (h) List of external and internal amenities (H)

XXVII. The Developers have entered into separate agreements with the several other persons and parties for the sale of flats in the said building. This agreement is executed under the provisions of Section 13 of RERA.

XXVIII. The parties have agreed upon various terms and conditions which they desire to record into writing as follows:

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

1. The Developers shall commence the construction of the said building consisting of floors as stated in the Clause 13 herein after in accordance with the plans, specifications and designs

duly approved by the M.C.G.M. which have been duly inspected by the Purchaser, with such variations, modifications as the Developers may consider necessary or which may be required by the concerned local authority or any government authority.

2. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell and allot to the Purchaser **Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **square feet of carpet area** on the \_\_\_\_\_**th Floor** of **Wing** \_\_\_\_\_ of the Building to be known as Bhimashankar Heights shown on the floor plan annexed hereto (for short, referred to as 'the said Flat') for a total consideration of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ). The Developers shall also provide to the Purchaser amenities in the said premises as per the list annexed hereto and marked as '**Annexure H**'.
3. The Purchaser has agreed to pay the aforesaid consideration to the Developers in the following manner:

<b>No.</b>	<b>Particular</b>	<b>%</b>	<b>Amount</b>
	<b>TOTAL AGREEMENT COST</b>		
1	On or before execution of this Agreement	20%	
2	On Completion of the Plinth.	12%	
3	On Completion of 1st Slab	6%	
4	On Completion of 2nd Slab	6%	
5	On Completion of 3rd Slab	4%	
6	On Completion of 5th Slab	4%	
7	On Completion of 7th Slab	4%	
8	On Completion of 9th Slab	4%	
9	On Completion of 11th Slab	4%	
10	On Completion of 13th Slab	4%	
11	On Completion of 15th Slab	4%	
12	On Completion of 17th Slab	4%	
13	On Completion of 19th Slab	4%	
14	On Completion of Brick work.	3%	

15	On Completion of the Internal Plastering.	3%	
16	On Completion of the External Plastering.	3%	
17	On Completion of Flooring.	3%	
18	On Completion of Plumbing fittings.	2%	
19	On Completion of Electric Work.	2%	
20	On Completion of Painting Work.	2%	
21	Before taking possession of the said flat/premises within seven days from the Developers offering possession	2%	
		<b>100%</b>	

4. The Purchaser has agreed to pay charges towards Goods and Services Tax, 2017, in the manner following:

a) \_\_\_\_\_% G.S.T. on the amount of consideration mentioned herein amounting shall be paid by installments calculated at the rate of \_\_\_\_\_% on every installment of consideration mentioned in clause 3hereinabove. Thus, at the time of payment of installments mentioned in clause 3above, the Purchaser shall also pay additional amounts as and by way of G.S.T. at \_\_\_\_\_percent.

5. The transaction covered by this contact at present is not understood to be a sale, liable to tax under Sales Tax or works contract Law or any other situate notification or circular of Government (State and/or Central). If, however, by reason of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any tax other than GST, as a sale or otherwise in whatever form either as a whole or in part any inputs or materials or equipment used or supplied in execution of or in connection

with this transaction are liable to tax, or if the percentage of TAX under GST is increased, the same shall be payable by the Purchaser/s along with other purchasers on demand at any time and the Developers shall not be held liable or responsible.

6. Commencing a week after a notice in writing is given by the Developers to the Purchaser that the said premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings (proportionate with the area of the said premises) in respect of the said plot and building, namely, local taxes, property tax, assessment tax, betterment charges, or such other charges levied by the M.C.G.M. and/or Government authorities towards water charges, insurance, common lights repairs, salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, security personnel, and all other expenses incidental to the maintenance and management of the said plot and the said building. Until a Society/Limited Company/Organization is formed and the plot and the building are transferred to it by the Developers, the Purchaser shall be liable to pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchaser agreed to pay Rs. 10,000/- per month to the Developers as provisional monthly contribution towards all outgoings. Such monthly payment shall commence from the date when the Developers intimate the Purchaser that the said premises are ready for possession. The monthly provisional contribution shall be

paid by the Purchaser on or before the 5<sup>th</sup> day of every month in advance and shall not withhold the payment for any reason whatsoever. The Developers shall retain all such amounts received from purchaser until the Conveyance or Transfer Deed is executed by the Developers in favor of the Society/Limited Company or Organization as the case may be.

7. However, the Purchaser shall pay Rs. 60,000/- (Rs. 10,000/- X 6 months) as a provisional contribution of his share of outgoings at the time of offering possession of the said flat to the Purchaser which amount shall be retained by the Developers. The Developers shall keep accounts of such amounts received from all purchasers and shall pay the outgoings from such account. The Developers shall hand over the balance amount along with the accounts to the Society or Limited Company or the organization once such legal entity is registered by the Developers.
8. The Purchaser shall pay to the Developers the following amounts within a period of seven days from the date of notice and in any event before taking possession of the said flat. The said amounts are over and above the purchase price of the said flat:-
  - i) Rs. 21,000/-towards the expenses of the formation and registration of the society
  - ii) Rs. 2000/-towards the contribution as share money and entrance fees,

- iii) Rs. 88,000/-towards expenses for the installation of electric meter/water meter and connection charges,
- iv) Rs. 60,000/- as 6 months' maintenance deposit as mentioned in paragraph 7 above.

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**Total**- Rs.1,71,000/- (One Lac Seventy One Thousands Only)

9. The Purchaser undertakes to pay diligently each installment of consideration stated in clause 3to the Developers without any delay whatsoever. In the event of Purchaser committing any breach of any payment mentioned herein, the Developers reserve their right to terminate this Agreement for sale. Provided that, before exercising the right to terminate the agreement, the Developers shall give a 15 days' notice to the Purchaser to make the payment so defaulted and disclose their intention to terminate the agreement. If the Purchaser makes the payment as called upon in the Notice, the Notice shall automatically stand waived. However, if the Purchaser fails to comply with the requisitions made in the notice, the Developers shall be entitled to terminate the agreement for sale in which event, the Developers shall be entitled to forfeit 20 % of the amounts so paid by the Purchaser to the Developers till then as and by way of liquidated damages and in such event, the Developers shall be free to sell the said flat to any other person without any reference to the Purchaser.
10. The Purchaser is aware that the Developers are constructing the said Building Bhimashankar Heights by availing the plot

F.S.I. on Plot B and by consuming TDR. The Developers hereby reserve their rights to construct additional floors or additional wing as an extension to Bhimashankar Heights Building by consuming balance FSI or by availing benefit of TDR or any future benefit as may be permissible by M.C.G.M. The Purchaser hereby gives his irrevocable consent for such extension as stated above. In the event of Developers seeking to construct the extension, the Purchaser undertakes to co-operate with the Developers and sign and execute all such no objection letters, consent letters if so called upon by the Developers without demanding any benefit whatsoever. The Developers shall be fully entitled to submit amended plans with MCGM for sanction without any reference to the Purchaser herein.

11. The Developers shall be entitled to amalgamate the said plot with any other adjoining piece of land and avail the best benefit from such amalgamation insofar as the extension and/or additional construction can take place. The Developers shall be entitled to do so and in such event of amalgamation, the Purchaser shall co-operate with the Developers as stated above and not raise any dispute or objection for such additional construction.
12. However, in the circumstances stated above, the developers shall be entitled to amend the plans without changing the design, area and location of the said flat.

13. The Building Bhimashankar Heightsshall have stilts on the ground floor, podium parking on 1<sup>st</sup> and 2<sup>nd</sup> floor respectively. From the Third level onwards, the floors upto21<sup>st</sup>shall consist of residential flats. The Developers shall alone be entitled to sell or create third party interest in respect of any part of the Building including flats, stilts, open parking areas, podium parking slots, terraces, pocket terraces, to any person of their choice, including Banks, ATMs, Nursing Homes, Offices, Financial Institutes, Advertisers and as the Developers may deem fit and proper. The Purchaser/Society will not bear any claim, interest, objection if the Developers for up hoarding or advertisement on glass facade or in the building premises. The sole rights of Advertising on such structure will be with the developer.
14. The Developers shall form and register a Co-operative Society of the Purchasers of various flats in Bhimashankar Heights Building as and when the Developers may deem fit to do so. The Purchaser shall become a member of such proposed Society and thereafter abide by all the laws in respect of such co-operative housing society and bye laws and rules made there under. The Developers shall execute a conveyance deed in favour of such Society only after the entire development is completed by the Developers.
15. As required by MCGM, the Developers and their Architects shall compile and preserved the following documents:
  - (a) Ownership documents,

- (b) Copies of IOD, CC, subsequent amendments, OCC, BCC and corresponding canvass mounted plans,
- (c) Copies of soil investigation report,
- (d) RCC details and canvas mounted structural designs,
- (e) Structural stability Certificate from Licensed Structural Engineer,
- (f) Structural Audit report,
- (g) All details of repairs carried out in the building,
- (h) Supervision Certificate issued by Licensed Surveyor/Architect,
- (i) Building Completion Certificate issued by Licensed Surveyor/Architect,
- (j) NOC and Completion Certificate issued by CFO,
- (k) Fire Safety audit carried out as per the requirement of CFO.

The said documents shall be handed over to the proposed society as required under condition 34 of the IOD dated 28<sup>th</sup> May 2013. The prospective society shall be bound to take over these documents /plans and shall preserve and maintain the subsequent periodical structural audit reports and repair history. Similarly, the prospective society shall check and carry out fire safety audit from time to time as per the requirement of CFO through the authorized agencies of MCGM.

The prospective society shall also thereafter carry out necessary repairs /structural audit/ fire audit at regular intervals.

16. The Purchaser for himself/herself with intention to bind all persons into whosoever hands the said Flat may come do hereby covenant with the Developers as follows:

- a) To maintain the said Flat at Purchaser's own cost in good tenantable condition from the date on which the possession of the said Flat is offered and shall not do or suffered to be done anything in or to the said building in which the said Flat is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of MCGM and/or concerned local or any other authority or change/alter to make addition in or to the said building in which the said Flat is situated and the said Flat itself or any part thereof.;
- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the structure and/or construction of the said building in which the said Flat is situated or storing of which goods are objected to by MCGM or the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage the structure and/or construction of the said building in which the said Flat is situated and in case any damage is caused to the said building in which the said Flat is situated or the said Flat itself on account of negligence or default

of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

c) To carry out at his/her own cost, all internal repairs of the said Flat and maintain the said flat in the same condition and shall not do or suffer to be done anything in or to the said Building in which the said Flat is situated or do any act contrary to the rules and regulations and bye-laws of the M.C.G.M. and/or concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser alone shall be responsible and liable for the consequence thereof to M.C.G.M. and/or the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished any wall in the said Flat or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme and grills of the said building in which the said Flat is situated and shall keep the said Flat, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable condition and in particular so as to support, shelter and protect the other parts of the said building in which the said Flat is situated and shall not chisel or in any other manner damage the columns, beams, wall, slabs or

RCC Pardis or other structural members in the said Flat and/or carry out any structural changes or renovation of the said Flat without the prior written permission of the Developers.

e) The Purchaser shall use the lifts in the building for the purpose and under the rules framed by the Society. The Member shall not carry or cause to be carried heavy or bulky packages to the upper floors by lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s.

f) Not to do or permit to be done any act or thing which may render void or voidable any insurance on the said property and the said building in which the said Flat is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

g) The Purchaser shall observe and perform all the rules and regulations of the Society as may be adopted by them from its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat therein and for the observance and the performance of the building rules, regulations and Bye-Laws for the time being of the M.C.G.M. and/or concerned local authority and of Government and other public authority. The Purchaser shall also observe and perform all the stipulations and

conditions laid down by the Society regarding the occupation and use of the said Flat in the said building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the bye-laws of the Society.

h) To bear and pay increase in local taxes, water charges, insurances and other levies, if any, which may be imposed by the concerned Local Authorities or Government or other Public Authority, after possession of the said flat is offered to the Purchaser by the Developers.

17. The Developers will lodge this Agreement for Registration with Sub-Registrar of Assurances at Bombay/Bandra and the Developers or their authorized representative will attend the office of the Sub-Registrar of Assurances for admitting execution of these presents. The entire costs towards stamp duty charges, registration charges and any other charges incidental to the Stamping and Registration of this Agreement before the Sub-Registrar shall be borne and paid by the Purchaser.
18. All the deposits payable to the M.C.G.M., Reliance Energy Ltd. Electricity Board, Mahanagar Telephone Nigam Ltd. water connection and electricity charges, drainage, telephone connection or of permanent deposits in respect of the said Building wherein the flat is situated which become payable

shall be paid or reimbursed to the Developers by the Purchaser/s.

19. The Developers shall maintain a separate accounts respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society/Company/Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. It is specifically and expressly agreed that in the event of the Developers require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said Property from BEST/Reliance energy, ElectricityBoard or any other concerned authorities either within the said Property or the building to be construct thereon than in such even the Purchaser/s shall bear and pay the said Outstanding Charges, deposits and expenses to be incurred paid or deposited with the said or to any other concerned authorities for the said purpose, proportionately as may be decided by the Developers. The Developers shall not be liable to bear and pay the said expenses, charges or Deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.

21. The Developers shall in respect of any amount unpaid by the Purchaser/s under this Agreement has/have first lien and charge on the said Flat agreed to be purchased/acquired by the Purchaser/s.
22. It is expressly and specifically agreed understood and confirmed by the Purchaser/s that till the Conveyance, or vesting documents together with the said Building standing thereon and even after execution of such conveyance documents/declaration in favour of the said Organization to be formed registered/incorporated by the Purchaser/s of premises in the said Building, the Developers shall have full right, power and absolute authority to deal with or dispose off the unsold flats/premises etc. which are in the name of the Developers or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser/share in and other Purchaser/s shall have no right or authority to object or challenge the same. On the Developers intimating to the Society or purchasers of such unsold flats/premises etc. the Organization/Society shall admit and accept such person/persons as their member/s and shareholder/s and shall issue/transfer share certificate in favour of such person/persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.
23. It is expressly agreed and confirmed by the Purchaser/s that he/she/they/it shall be bound and liable to bear and pay and discharge his/her/their/its proportionate share of taxes, rates,

charges, cesses, maintenance charges and all other expenses penalties, premium duties and outgoings payable in respect of the flat agreed to be purchased by the Purchaser/s under this Agreement, from the date of Developers intimates to the Purchaser/s to take possession of the premises agreed to be purchased by the purchaser/s such date of handing over the possession of the said flat will be intimated by the Developers to the Purchaser/s at his/her/their/its address given in this Agreement therein by post under certificate of posting. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/s takes possession of the said flat agreed to be purchased by him/her/them/it under these presents on the date intimated by the Developers as aforesaid or not, or whether the Developers demand for the same or not, the Purchaser/s shall without any reservation or object and discharge his/her/their/its share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoing etc. of the said Premises and the said Building. The decision of the Developers as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser/s.

24. The Developers shall hand over the possession of the said flat to the Purchasers on or before December 2020. However, if the Developers are not able to deliver possession on the date mentioned herein, the Purchasers shall grant a grace period of

6 months to the Developers to complete the said flat and deliver possession thereof.

25. The Developers agree to deliver possession within the time set forth hereinabove, provided that the Developers are not prevented from doing the construction for any of the reason such as :

- i) War, civil commotion or act of God affecting the said property.
- ii) any notice, order, rule, notification of the Govt. or other public judicial or competent authority on account of change in policy affecting the development in respect of the said property.
- iii) Non availability and/or shortage of building materials or water.
- iv) Litigation filed by any person against the Developers in regard to development of the said properly,
- v) The Government or the statutory authority issuing a stop work notice,
- vi) Outbreaking of any Epidemic.

26. Subject to the aforesaid clauses, if the Developer fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the said flat with interest at the rate of \_\_\_\_ % p.a. from the date the

Developer received the sum till the date the amounts and interest thereon is repaid.

27. The Provisions of RERA and Maharashtra Ownership Flat Act (MOFA) shall apply (to the extent applicable) to this Agreement and the present Agreement is executed under the provisions of the said Acts.

28. The Purchaser is aware that the Building 'Bhimashankar Heights' under reference is deficient in open space and MCGM will not be held liable for the same in future.

29. The Purchaser has no objection for the neighborhood development with deficient open space in future.

30. The Purchaser will not hold liable MCGM or Developers for failure of mechanical Parking system in future. Maintaining the same will not be the responsibility of Developer. Parking will be allotted as per lottery system under any circumstances, the purchaser can't refuse to accept the parking allotted to him/her. (i.e. puzzle, stack, etc.)

31. All notices and other communications in respect of this Agreement shall be given in English by registered mail, postage prepaid or by hand delivery to the party entitled thereto at the address set forth below, or such other address as such party shall hereafter designate for this purpose.

32. Any dispute arising between the parties hereto shall be subject to the jurisdiction of the courts in Mumbai only.

33. The Purchaser and the Developer are assessed under Income Tax under following PAN:

Developer : -

Purchaser : -

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals to this Agreement.

**THE FIRST SCHEDULE OF THE PROPERTY**

**ABOVE REFERRED TO:**

ALL THAT piece and parcel of land bearing C.T.S. No. 115/1admeasuring in the aggregate 5657.50 square meters; and situated at Village Dahisar, TalukaBorivali, Mumbai Suburban District.

**THE SECOND SCHEDULE ABOVE REFERRED**

**TO:**

ALL THAT piece and parcel of land bearing C.T.S. No. 115/1 (part) admeasuring 2828.75 square meters; and situated at Village Dahisar, TalukaBorivali, Mumbai Suburban District and as shown marked in the plan annexed hereto.

**SIGNED , SEALED AND DELIVERED )**

By the withinnamed “DEVELOPERS” )

**M/S. MALLHAR REALTORS PVT. LTD.)**

Through its Directors )

**MR.** \_\_\_\_\_ )

In the presence of )

**SIGNED , SEALED AND DELIVERED)**

BY the within named PURCHASER )

**SHRI** \_\_\_\_\_ )

In the presence of )

**RECEIPT**

RECEIVED from the within named Purchaser's a **SHRI**

\_\_\_\_\_ sum of Rs. \_\_\_\_\_/-

(**Rupees** \_\_\_\_\_ only ) By a Cheque No.

\_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank

being the amount received by us.

**Rs. \_\_\_\_\_/-**

**WE SAY RECEIVED**

**FOR M/S. MALLHAR REALTORS PVT.LTD.**

**(Director)**

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