

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai this ____ day of _____ 20____, BETWEEN **BHALANI & MEHTA (AOP)**, an association having its office at 1-B Parvati Kunj , Daulat Nagar, Borivali (East), Mumbai - 400 066 through its member **MR. SAMIR N. BHALANI**, hereinafter referred to as ‘the **“DEVELOPERS”**’ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its members for the time being of the said Association and from time to time, constituting the said Association their respective heirs, executors and administrators of the last surviving member his/her/their heirs and assigns) of the **FIRST PART**

AND

[1]_____

[2]_____

[3]_____

Hereinafter referred to as `the **PURCHASER/S**' [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns] of the **SECOND PART**.

WHEREAS `the **DEVELOPERS**' herein, in the manner hereinafter provided, are absolutely owned, seized and possessed and are as such well and sufficiently entitled to construct proposed building on all that piece and parcel of a plot of land bearing C.T.S. No. 519 and 519/1 & 2, in aggregate, admeasuring 306.20 Sq. Mtrs., of Revenue Village Malad North, at Malad West and Taluka Borivali, District Mumbai Suburban in the Registration District of Mumbai City and Mumbai Suburban District, which is situated, lying and being at Aadarsh Dugdhalaya Lane, Off Marve Road, Malad (West), Mumbai 400064, hereinafter referred to as "**the said Plot**", the location plan is annexed hereto as "**Annexure I**" and property register card are annexed herewith as **Annexure II , II/1 and II/2**.

AND WHEREAS one SHRI KRISHNAKUMAR DAMODAR PANDYA was the original OWNER of all that piece and parcel of a plot of land bearing C.T.S. No. 519 and 519/1 & 2, admeasuring 306.20 sq. Mtrs., of Village Malad North, Malad West and Taluka Borivali, in the Registration District of Mumbai City and Mumbai Suburban District, which is situated, lying and being at Aadarsh Dugdhalaya Lane, Off Marve Road, Malad (West), Mumbai 400064, hereinafter referred to as "**the said Plot**" along with the

Building thereon comprising of Ground and One Upper Floor known as VANDANA.

AND WHEREAS SHRI KRISHNAKUMAR DAMODAR PANDYA died intestate leaving behind [1] **CHANDRAMANI KRISHNAKANT PANDYA**, [2] **NARENDRA KRISHNAKANT PANDYA** [3] **VIJAY KRISHNAKANT PANDYA** [4] **ASHOK KRISHNAKANT PANDYA**, as his only heirs and legal representatives to the said property holding their names on Property RegisterCard .The legal heirs namely [1] CHANDRAMANI KRISHNAKANT PANDYA, [2] VIJAY KRISHNAKANT PANDYA [3] ASHOK KRISHNAKANT PANDYA has been deleted and name of only NARENDRA KRISHNAKANT PANDYA kept recorded on Registered Property Cards as holder dated 26/10/1993 as per Application, Statements, and Family Agreements dated 26/10/1993, since then SHRI NARENDRA KRISHNAKANT PANDYA was absolutely owned, seized and possessed or otherwise well and sufficiently entitled to the said property , hereinafter referred to as **“the then OWNER”**.

AND WHEREAS the then OWNER thereafter constructed additional floor on the said then existing structure and was in legal possession of a building on the said Plot.The said Building was then occupied by 4 monthly tenants and part was occupied by the then Owner. The said plot of land along with the existing building thereon is hereinafter referred to as **"the said Property"**.

AND WHEREAS The said then OWNER agreed and sold the said Property to the [1] **SHRI SAMIR N. BHALANI** [2] **SMT. KASHMIRA P. MEHTA**, therein referred to as **“the PURCHASERS”**, on terms and conditions mentioned therein, and in pursuance of the said Agreement for Sale dated 10/10/2013, Registered with Sub-Registrar of Borivali-8 under serial no. BRL-8/5652/2013 dated 10/10/2013. The then OWNER executed Deed of Conveyance dated 10/03/2015 in favour of the PURCHASERS/DEVELOPER, Registered with Sub-Registrar of Borivali -8 under serial no. BRL-8/1826/2015 dated 10/03/2015. In pursuance ‘the then OWNER’ handed over the legal possession of the

said Property and attorned the tenants therein. The Purchasers therein referred to are hereinafter referred to as the DEVELOPERS.

AND WHEREAS the DEVELOPERS hereby represent that the said Property is free from all encumbrances of any nature and as such its title is marketable.

AND WHEREAS ADVOCATE PIYUSH N. SHAH, Advocate High Court has issued a Certificate of the Title in respect of 'the said property' annexed hereto and marked as **"Annexure III"**.

AND WHEREAS in furtherance 'the DEVELOPER' herein APPOINTED an Architect BHAVESH R. PAREKH, 801, Goyal Plaza Building, Main Kasturba Road, Borivali East, Mumbai 400 066 ,to represent before the Municipal Corporation of Greater Mumbai and the said Architect has submitted plans for approval under its file NO. CHE/WSII/3472/P/N/337(NEW).

AND WHEREAS the plans for development of 'the said Property' are approved by Municipal Corporation of Greater Mumbai under File No.CHE/WSII/3472/P/N/337(NEW) and have issued Pre-Commencement Approval i.e. I.O.D. on 02/07/2018 and have issued Commencement Certificate on 12/11/2018. A copy of the Commencement Certificate is annexed hereto and marked as **Annexure "IV"**.

AND WHEREAS in order to utilize the full of permissible FSI and TDR the Developers have obtained Development TDR Rights under Certificate No..... dated Bearing Folio, no..... issued in the name of And have also obtained permissible TDR from Municipal Corporation of

greater Mumbai as per Letter No. Dated

AND WHEREAS‘the ‘DEVELOPERS’ alone have the sole and exclusive right to sell the Shops/Offices/Residential Flats in the building to be constructed, comprising of the Basement/Ground Floor/and presently Seven Upper Floors, along with parking spaces in the building/s to be constructed on ‘the said Property’ and to enter into agreement/s with ‘the PURCHASER/S’ of such premises and to receive the sale price in respect thereof.

AND WHEREAS‘the PURCHASER/S’ has/have applied to ‘the DEVELOPER’ for allotment to him/her/ them the Basement/Shop/Office /Residential Flat No._____ on the _____ Floor and Parking Space in the building to be known as [hereinafter referred to as the said Premise] situated on ‘the said Property’.

AND WHEREAS‘the PURCHASER/S’ has/have demanded from ‘the DEVELOPERS’ and ‘the DEVELOPERS’ have given to ‘the PURCHASER/S’ inspection of all the documents herein before recited in respect of title relating to ‘the said Property’, the said Agreements, Power of Attorney, the said approvals/permissions, plans, specifications and designs of the said buildings and all documents as are required to be shown to ‘the PURCHASER/S’ under the provisions of Maharashtra Real Estate (Regulation and Development) Act, 2016 [hereinafter

called "the said Act"] and the Rules made there under as amended up to date.

AND WHEREAS the term "the said Premise" shall include Basement/Shop/Office /Residential Flat /Parking space or any other premises hereby agreed to be sold. The term 'the PURCHASER/S' shall include Basement/Shop Purchasers /Office Purchasers/Residential Flat Purchasers or Parking Space Purchasers or purchaser of any other premises hereby agreed to be sold and also include the plural and the feminine gender of 'the PURCHASER/S'.

AND WHEREAS 'the PURCHASER/S' has/have seen and inspected 'the said Property' and has/have herself/himself/themselves fully acquainted with the state thereof and agreed to acquire 'the said Premise' from 'the DEVELOPERS' on what is popularly known as "Ownership Basis" at or for the price and on the terms and conditions and covenants mutually agreed upon by and between the parties hereto and hereinafter contained.

AND WHEREAS 'the DEVELOPERS' has registered the project under the provisions of the REAL ESTATE REGULATORY ACT (RERA) at Mumbai No. a copy of the said registration certificate is annexed hereto as **Annexure V** .

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

1. 'The DEVELOPERS' shall construct the said building/s consisting of Basement/Ground and Seven Upper Floors on the said Property in accordance with the plans, designs and

specifications as approved by the concerned local authority from time to time. Provided that "the DEVELOPERS" shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Premise of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) 'The Allottee/s' hereby agrees to purchase from "The DEVELOPERS" and "The DEVELOPERS" hereby agrees to sell to 'the Allottee/s' Shop/Office /Residential Flat Parking Space No. _____ on Floor of Carpet area admeasuring _____ Sq. Mtrs. alongwith ____ parking space in the building known as(hereinafter referred to as "the Premise") as shown in the Floor Plan thereof hereto annexed and marked Annexure VI for the consideration of Rs. _____/- (Rupees _____ Only) including 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.

- (ii) The Allottee hereby agrees to purchase from 'the DEVELOPERS' and 'the DEVELOPERS' hereby agrees to allot 'the Allottee/s' parking space/s bearing No/s _____ situated at as shown in floor plan is annexed hereto as Annexure VII to be constructed in the said Property.

b. The total aggregate consideration amount for the Premise including parking space/s is Rs. _____/- (Rupees _____ Only).

c. 'The Allottee/s' has paid on or before execution of this agreement sum of Rs. _____/- (Rupees _____ Only) as the earnest money deposit and 'the Allottee/s' hereby agrees to pay to 'the DEVELOPERS', the balance amount to be paid in following manner: -

- i. Rs. _____/- on execution of this agreement. (being part of the consideration)
- ii. Rs. _____/- on completion of plinth level work.
- iii. Rs. _____/- on casting of First Slab.
- iv. Rs. _____/- on casting of Second Slab.
- v. Rs. _____/- on casting of Third Slab.
- vi. Rs. _____/- on casting of Fourth Slab.
- vii. Rs. _____/- on casting of Fifth Slab.
- viii. Rs. _____/- on casting of Sixth Slab.
- ix. Rs. _____/- on casting of Seventh Slab.
- x. Rs. _____/- on casting of Eighth Slab.
- xi. Rs. _____/- on completion of wall of the Premises.
- xii. Rs. _____/- on completion of plaster work of the Premises.
- xiii. Rs. _____/- on completion of plumbing work of the Premises.
- xiv. Rs. _____/- on Doors and windows being fitted of the Premises.
- xv. Rs. _____/- on completion of flooring of the Premises.
- xvi. Rs. _____/- on possession of the Premises (being offered by "The DEVELOPERS" to 'the Allottee/s').

(d) The Total Price above excludes Taxes (consisting of tax paid or payable by 'the DEVELOPER' by way of Value Added Tax, Service

Tax, GST and Cess or any other such taxes which may be levied, in connection with the construction of and carrying out the Project payable by 'the DEVELOPERS' up to the date of handing over the possession of the Premise.

(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. 'The DEVELOPERS' undertakes and agrees that while raising a demand on 'the Allottee/s' for increase in development charges, cost, or levies imposed by the competent authorities etc., 'the DEVELOPERS' shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(f) 'The DEVELOPERS' may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provisions for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by 'the DEVELOPERS'.

(g) 'The DEVELOPERS' shall confirm the final carpet area that has been allotted to 'the Allottee/s' after the construction of the Building is complete and the Occupation 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 DEVELOPERS'. If there is any reduction in the carpet area within the defined limit then 'the DEVELOPERS' shall refund the excess money paid by 'the Allottee/s' within forty-five days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by 'the Allottee/s'. If there is any increase in the carpet area allotted to 'the Allottee/s' "The DEVELOPERS" shall demand additional amount from 'the Allottee/s' as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per Sq. Mtrs. as agreed in clause 1(a) of this Agreement.

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

2.1 "The DEVELOPERS" 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 premises to 'the Allottee/s', obtain from the concern local authority occupancy and/or completion certificates in respect of the Premises.

2.2 Time is essence for “The DEVELOPERS”as well as ‘the Allottee/s’.

“The DEVELOPERS”shall abide by the time schedule from completing the project and handing over the Premises to ‘the Allottee/s’ and the common area to the association of ‘the Allottee/s’ after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, ‘the Allottee/s’ shall make timely payments of the instalment and other dues payable by him/her and will be meeting the other obligations under the Agreement subject to the simultaneous completion of construction by “The DEVELOPERS”as provided in clause 1 (c) herein above. (“Payment Plan”).

3. “ The DEVELOPERS”hereby declares that the Floor Space Index available as on date in respect of the project land is 306.20 square meters only and “ The DEVELOPERS”has planned to utilize Floor Space Index of 2.97 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI, Fungible FSI, Road width Benefit of 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 DEVELOPERS”has disclosed the Floor Space Index presently of 2.97 as proposed to be utilized by him on the project land in the said Project and ‘the Allottee/s’ has agreed to purchase the said premises based on the proposed construction and sale of Premises to be carried out by “The DEVELOPERS”by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to ‘the PROMOTER/DEVELOPER’only.

- 4.1 If “The DEVELOPERS” fails to abide by the time schedule for completing the project and handing over the Premises to ‘the Allottee/s’, ‘the PROMOTER/DEVELOPER’ agrees to pay to ‘the Allottee/s’, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by ‘the Allottee/s’, for every month of delay, till the handing over of the possession. ‘The Allottee/s’ agrees to pay to “The DEVELOPERS”, interest as specified in the Rule, on all the delayed payment which become due and payable by ‘the Allottee/s’ to “The DEVELOPERS” under the terms of this Agreement from the date the said amount is payable by ‘the Allottee/s’ to “The DEVELOPERS”.
- 4.2 Without prejudice to the right of “The DEVELOPERS” to charge interest in terms of sub clause 4.1 above, on ‘the Allottee/s’ committing default in payment on due date of any amount due and payable by ‘the Allottee/s’ to “The DEVELOPERS” under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on ‘the Allottee/s’ committing three defaults of payment of instalments, “The DEVELOPERS” shall at his own option, may terminate this Agreement.

Provided that, “The DEVELOPERS” shall give notice of fifteen days in writing to ‘the Allottee’, by Registered Post AD at the address provided by ‘the Allottee’ and/or 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 DEVELOPERS” within the period of notice then at the end of such notice period, “The DEVELOPERS” shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, “The DEVELOPERS” shall refund to ‘the Allottee’ (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to “The DEVELOPERS”) within a period of thirty days of the termination, the instalments of sale consideration of the Premises which may till then have been paid by ‘the Allottee’ to “The DEVELOPERS”.

5. Amenities to be provided by “The DEVELOPERS” in the said building and the Premises as are set out in **Annexure “VIII”** annexed hereto.

6. “The DEVELOPERS” shall give possession of the Premises to ‘the Allottee’ on or before date of possession ____ day of ____ 20 _____. If ‘the DEVELOPERS’ fails or neglects to give possession of the Premises to ‘the Allottee’ on account of reasons beyond his control and of his agents by the aforesaid date then “The DEVELOPERS” shall be liable on demand to refund to ‘the Allottee’ the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date “The DEVELOPERS” received the sum till the date the amounts and interest thereon is repaid.

Provided that “The DEVELOPERS” shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid

date, if the completion of building in which the Premises 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 and/or as per provision in RERA.

7.1 Procedure for taking possession –“The DEVELOPERS”, 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 Premises, to ‘the Allottee’ in terms of this Agreement to be taken within 15 (fifteen days from the date of issue of such notice and “The DEVELOPERS” shall give possession of the Premises to ‘the Allottee’. “The DEVELOPERS” agrees and undertakes to indemnify ‘the Allottee’ in case of failure of fulfilment of any of the provisions, formalities, documentation on part of “The DEVELOPERS”. ‘The Allottee’ agree(s) to pay the maintenance charges as determined by “The DEVELOPERS” or association of the allottees, as the case may be. “The DEVELOPERS” on its behalf shall offer the possession to ‘the Allottee’ in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 ‘The Allottee’ shall take possession of the Premises within 15 days of the written notice from ‘the DEVELOPER’ to ‘the Allottee’ intimating that the said Premises/s are ready for use and occupancy:

7.3 Failure of ‘the Allottee’ to take Possession of Premises: Upon receiving a written intimation from “The DEVELOPERS” as per

clause 7.1, 'the Allottee' shall take possession of the Premises from "The DEVELOPERS" by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and "The DEVELOPERS" shall give possession of the Premises to 'the Allottee'. In case 'the Allottee' fails to take possession within the time provided in clause 7.1 such 'the Allottee' shall continue to be liable to pay maintenance charges and interest as applicable.

7.4 If within a period of five years from the date of handing over the Premises to 'the Allottee', 'the Allottee' brings to the notice of "The DEVELOPERS" any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by 'the DEVELOPERS' 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 DEVELOPERS", compensation for such defect in the manner as provided under the RERA.

8. 'The Allottee' shall use the said premise or any part thereof or permit the same to be used only for purpose as specifically mentioned in this docs. Or as may be permitted. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. 'The Allottee' along with other allottee(s) of Premises in the building will join the registered Society known as Co-operative Housing Society Ltd. and for this purpose from time to time sign and execute the application for registration and/or

membership and the other papers and documents necessary for the joining of the Society.

- 9.1** Within 15 days after notice in writing is given by “The DEVELOPERS” to ‘the Allottee’ that the Premises 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 Premises) 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 said structure of the building/s is transferred to society, ‘the Allottee’ shall pay to “The DEVELOPERS” 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 DEVELOPERS” provisional monthly contribution of Rs. _____ per month of towards the outgoings. The amounts so paid by ‘the Allottee’ to “The DEVELOPERS” shall not carry any interest and remain with “The DEVELOPERS” until the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by “The DEVELOPERS” to the Society.
- 10.** ‘The Allottee’ shall on or before delivery of possession of the said premises keep deposited with “The DEVELOPERS”, the following amounts: -
- (i) Rs. for administrative charges, share money of the Society.
 - (ii) Rs. for utility connection and related expenses.

- (iii) Rs.....for deposit towards provisional monthly contribution towards outgoings of Society.
- (iv) Rs. For Deposit towards Water, Electric, and other utilityand services connection charges.
- (v) Rs. for piped gas connection and related expenses (if applicable).
- (vi) Rs. Development charges.

11. 'The Allottee' shall pay to "The DEVELOPERS" a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses.

12. 'The Allottee' shall pay to "The DEVELOPERS", the Allottees share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structureof the said Building.'The Allottee' shall pay to "The DEVELOPERS", the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF 'THE PROMOTER/DEVELOPER'

"The DEVELOPERS" hereby represents and warrants to 'the Allottee' as follows:

- i. "The DEVELOPERS" has clear and marketable title with respect to the projectland; asdeclared in the titlereport annexed to this agreement and has therequisite 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 DEVELOPERS” has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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 DEVELOPERS” 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 DEVELOPERS” 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 DEVELOPERS” has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement.

- viii. “The DEVELOPERS” confirms that ‘the DEVELOPERS’ is not restricted in any manner whatsoever from selling the said Premises 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 DEVELOPERS” shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.
 - x. “The DEVELOPERS” has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till the receipt of Occupation Certificate.
 - 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 DEVELOPERS” in respect of the project land and/or the Project except those disclosed in the title report.
- 14.** ‘The Allottee/s’ or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with “The DEVELOPERS” as follows: -
- i. To maintain the Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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

Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Premises 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 Premises 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 Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises 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 Premises and maintain the Premises in the same condition, state and order in which it was delivered by the DEVELOPERS to the Allottee and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Premises 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 Premises or

any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Premises 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 Premises without the prior written permission of the DEVELOPERS and/or the Society or the Limited Company, in such case the warranty lapses from that time.

- 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 Premises 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 Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the DEVELOPERS within fifteen days of demand by the DEVELOPERS, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Allottee for any purposes other than for purpose for which it is sold.

- 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 Premises until all the dues payable by the Allottee to the DEVELOPERS under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises 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 regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till the structure of the building in which Premises is situated is handed over to the Society/Limited Society, the Allottee shall permit the DEVELOPERS and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii The PURCHASER/S herein hereby declare he/she/they is/are aware:
 - [a] That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
 - [b] That the buyer/member agrees for no objection for the neighborhood development with deficient open space in future.
 - [c] That the buyer/member will not hold M.C.G.M. liable for failure of mechanical parking system/car lift in future.
 - [d] That the buyer/member will not hold M.C.G.M. liable for the proposed inadequate/substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future.
 - [e] That there is inadequate maneuvering space of car parking and buyer/member will not make any complaint to M.C.G.M. in this regard in future.
- 15. The DEVELOPERS shall maintain a separate account in respect of sums received by the DEVELOPERS 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.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the DEVELOPERS until the said structure of the building is transferred to the Society and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 17. **DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the DEVELOPERS executes this Agreement he shall not mortgage or create a charge on the Premises 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 Premises.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the DEVELOPERS does not create a binding obligation on the part of the DEVELOPERS 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 DEVELOPERS. If the Allottee(s) fails to execute and deliver to the DEVELOPERS 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 DEVELOPERS, then the DEVELOPERS 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, and the same will be paid after sale of the said premise.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with

respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/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 Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall

remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee 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 Premises to the total sale carpet area of all the Premises in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the DEVELOPERS through its authorized signatory at the DEVELOPERS's Office, or at some other place, which may be mutually agreed between the DEVELOPERS and the Allottee, in Mumbai after the Agreement is duly executed by the Allottee and the DEVELOPERS or simultaneously with the execution the said Agreement shall be registered at the office of

the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

26. The Allottee and/or DEVELOPERS 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 DEVELOPERS will attend such office and admit execution thereof.

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

Name of Allottee/s:

1. _____
2. _____
3. _____

(Allottee's Address):

Notified Email ID: _____

the DEVELOPERS name: **BALANI & MEHTA (AOP)**, concern having its office at 1-B Parvati Kunj, Daulat Nagar, Borivali (East), Mumbai - 400 066 Notified Email ID: developerskamal@gmail.com

It shall be the duty of the Allottee and the DEVELOPERS 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 DEVELOPERS or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the DEVELOPERS 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.

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

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF 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. First Schedule Above Referred to Description of the freehold/leasehold land and all other details. Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

FIRST SCHEDULE – ABOVE REFERRED TO:

All that ALL THAT piece and parcel of land situated, plot of land bearing C.T.S. No. 519 and 519/1 & 2, admeasuring 306.20 sq. Mtrs., of Village Malad North, Malad West and Taluka Borivali, in the Registration District of Mumbai City and Mumbai Suburban District, which is situated, lying and being at Aadarsh Dugdhalaya Lane, Off Marve Road, Malad (West), Mumbai 400064, Taluka Borivali, in the Registration District and Sub-District of Mumbai Suburban admeasuring about 641.7 square meters together with structure standing thereon and bounded as follows:

- On or towards the East: By Property bearing CTS No.....
- On or towards the West: By Property bearing CTS No.....
- On or towards the North: By Property bearing CTS No.....
- On or towards the South: By Municipal Road.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: (including joint buyers)

- (1) _____
- (2) _____
- (3) _____

At Mumbai on _____
in the presence of WITNESSES:

1.

Name

Signature

2.

Name

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPERS:

BALANI & MEHTA (AOP)

Through its Member

SHRI SMIR N. BHALANI

WITNESSES:

1.

Name

Signature
2.

Name

Signature

SCHEDULE 'A'

All that piece and parcel of Premises No/s. _____, on the _____ floor, admeasuring about _____ sq. mts. Carpet area, in the building known as “.....”, situated **BHALANI & MEHTA (AOP)**, having its office at 1-B Parvati Kunj , Daulat Nagar, Borivali (East), Mumbai - 400 066 forming part of C.T.S. No. 519 and 519/1 & 2, admeasuring 306.20 sq. mtrs., of Village Malad North, Malad West and Taluka Borivali, in the Registration District of Mumbai City and Mumbai Suburban District.

R E C E I P T

RECEIVED of and from the within named the Purchaser/s a sum
of Rs. _____/- [Rupees

_____ only] being the amount of earnest money as
mentioned hereinabove and Rs. _____/- [Rupees

_____ only] on or before the date of
execution of these presents, by Cheques, as under:

Sr. No.	Cheque No.	Date	Amount	Drawn on Bank & Br.
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No.	No.		Rs.	
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1.

2.

3.

4.

5.

Tax Deducted at Source [TDS] under the provisions of Income

Tax	Act.	1961.	Rs. _____/-
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[Rupees _____

_____ Only]

We SAY RECEIVED RS. _____

For BALANI & MEHTA (AOP)

MR. SAMIR N. BHALANI

MEMBERS

THIS DAY OF ,2019

BETWEEN

BALANI & MEHTA (AOP)

‘THE DEVELOPERS’

AND

[1] MR/MRS/MISS_____

[2] _____

[3] _____

‘THE PURCHASERS’

AGREEMENT FOR SALE

RESIDENTIAL FLAT NO. _____
