25. On the vesting of the management and the administration of the said Building/s in the Society or upon the Allottee/s of the Flat in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said building/s, including payment for ground rent, if any, Municipal Corporation of Greater Mumbai/MHADA, Water Charges, salaries of the employees charged with the duties for the maintenance of the said property and the said Building/s.

26. The Allottee/s of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allottee/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allotte/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allotte/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof.

27. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat 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 Flat) 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

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collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee Shall pay to the promoter such proportionate share of outgoing as may determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided by the promoter as on date of Possession date. (hereinafter referred to as Maintenance charges) The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid by the promoter to the society or the limited company, as the case may be.

28. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause above, pay the following amounts with the Promoter: -

I. Rs. 1000/- (Rupees One Thousand Only) for share money, application entrance fee of the Society.

II. Rs. 25000/- (Rupees Twenty Five Thousand Only) for formation and registration of the Society.

III. Rs. 40000/- (Rupees Forty Thousand Only) for share of development charges.

IV. Rs. _____/- (Rupees_____ Only) being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc

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V. Rs. 30000/- (Rupees Thirty Thousand Only) for deposit towards water, electricity, and other utility and services connection charges.

VI. Rs. 35000/- (Rupees Thirty Five Thousand Only) being one- time membership fee with respect to the gymnasium forming part of the Project.

VII. Rs. 100000/- (Rupees one Lakh Only) Deposit as Sinking Fund.

VIII. Rs 20000/ - (Rupees Twenty Thousand Only) for legal charges.

29. The promoters are authorized by the Allottee/s his their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declaration, costs of lawyers for transfer of the said Building/s and / or portion thereof, to the said Co-operative Society and/or Association or Federation and such costs of transfer are to be borne and paid wholly by the Allotte/s and other acquired of shops proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allotte/s and other acquired of Flat. Incase if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allotte/s.

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

31. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER;** The Promoter hereby represents and warrants of the Allottee as follows;

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I. The promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

II. The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

III. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

IV. There are no litigation pending before any court of law with respect to the project land or Project

V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law, Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at the rimes, remain to be in compliance with all applicable laws in relation to the project, project land, Building/wing and common areas;

VI. The promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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VII. The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

VIII. The Allottee hereby agrees and confirm that not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the building/s or Wing/s. The Promoters/Society shall be entitled to remove such things without any notice, if anything is found in breach of this provisions;

IX. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

X. At the time of execution of the conveyance deed of the structure to the association of allottees the promoter as mentioned herein above shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

XI. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever payable with respect to the said project to the competent Authorities subject to terms and conditions mentioned herein;

XII. No notice form the Governments or any other local body or authority or any legislative enactment, government ordinance order, notifications (including any notice for acquisition or requisition of the said property) has been received or served upon

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the Promoter in respect of the project land and / or the Project expect those disclosed in the title report.

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

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

II. Not to store in the Flat any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat is situated or the Flat 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 Flat and maintain the Flat in the same condition, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations any bye-laws of the concerned local authority or other

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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 Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, paradise or other structural members in the Flat without the prior written permission of the promoter and/or the Society or the Limited Company.

V. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or where by any increased premium shall become payable in respect of the insurance.

VI. The Allotte has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Promoter/Society to the said property, and redevelopment of the said Allotte/s more particularly described in the First Schedule here underwritten, and has/have accepted the Certificate of the Title issued by C M Gandhi, which is annexed herewith and which has been perused by the Allotte/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter.

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VII. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion land and the building in which the Flat is situated.

VIII. Pay to the promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

IX. 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 user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.

X. 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 Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully pad up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

XI. The Allottee shall observe and perform all the rules and regulations which the society or the Limited Company or Apex Body or Federation any 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited

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Company/ Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

XII. Till a Conveyance or such other vesting document of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

33. The promoter shall maintain a separate account in respect of sums received by the promoter from the Allottee as advance or deposit sums received and account of the share capital for the promotions 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.

34. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and expect in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terrace, recreation spaces, will remain the property of the promoter until the said structure of the building is transferred to the society /Limited Company or other body transferred to the Apex Body/Federation as here in before mentioned.

35. **BINDING EFFECT :** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until firstly the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment plan within 30 (thirty) days from the

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date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-registrar as and when intimated by the promoter. If the Allottee(s) fails to execute an deliver to the promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified with 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

36. **ENTIRE AGREEMENT :** This Agreement along with its schedules and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat/building as the case may be.

37. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

38. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTE/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 [Flat], in case of a transfer, as the said obligations go along with [Flat] for all intents and purposes.

39. **SEVERABILITY :** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws,

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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 there under 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 execution of this Agreement.

40. **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 [Flat] to the total carpet area of all the [Flat] in the project.

41. **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 and same shall be subject to terms and conditions mentioned herein.

42. **PLACE TO EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office or some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

43. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit

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prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/S. SHRADDHA LANDMARK PVT LTD

Having Administrative Office at 301, 3rd Floor, Sai Heritage, Tilak Road, Above Axis Bank, Ghatkopar (E), Mumbai-400 077

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

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

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

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48. **DISPUTE RESOLUTION :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Acct, 2016, Rules and Regulations, there under.

49. **GOVERNING LAW :** That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the competent courts of Mumbai Jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL the piece and parcel of Land admeasuring about 881.88 Sq mts bearing Survey No 113(Pt), CTS No 352(Pt), 352/18 to 25, Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No 14 known as **Tagore Nagar Geetanjali Coop Housing Society Ltd,** Tagore Nagar, Vikhroli (E), Mumbai 400083

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT RESIDENTIAL / COMMERCIAL PREMISES being Flat No. ____, admeasuring ___ Sq. ft i.e. ____ Sq mtrs., RERA Carpet area on the __ Floor of the building know as **"SHRADDHA PINNACLE"** to be constructed on the property more particularly described in the First Schedule hereinabove, and the said flat/shop premises is shown on sketch annexed hereto and marked **ANNEXURE "G"**

PROMOTER	ALLOTTEE/S

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Details of the common area facilities in the Real Estate Project)

The nature, extent and description of the "Common areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under:

(a) Common Areas and Facilities:

(i) Entrance lobby and foyer of the Building to the Flat Purchasers of Flats.

(ii) Compound of the Building, i.e., the open space area appurtenant to the built-up area of the building;
space in the compound irrevocably reserved and allotted/ to be allotted to the respective Flat Purchaser.

(iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Purchasers.

(iv) Stair cases only as a means of ingress and egress to the respective flats.

(b) Limited Common Area and Facilities:

(i) Staircase landing and passage on each floor shall be for common user of only Flat Purchasers on the particular floor.

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SCHEDULE ABOVE REFERRED TO:

(Specifications and Amenities)

TILING

- Vitrified Flooring in Living Room
- Anti skid tiles in bathrooms
- Decorative cheqeured tiling in compound

KITCHEN

- Granite Platform with Stainless steel sink
- Vitrified Flooring in Kitchen
- Decorative dado tiling

TOILET

- Designer bathroom with Branded sanitary ware
- Concealed plumbing with premium quality CP Fittings

DOORS & WINDOWS

- Stylish doors in every room with elegant handles & locks
- Sliding windows

WALLS & PAINTS

- Gypsum/POP finished Internal Walls
- Acrylic/Plastic paint of premium quality for interior walls
- External Acrylic Paint

ELECTRIFICATION

- Provision for Telephone, TV & Internet Connection in all rooms
- Branded concealed wiring
- Branded premium electrical fittings
- Power back up for lift
- Hi speed Elevators

SECURITY

- Earthquake Resistant RCC Structure
- Modern Fire Fighting System
- CCTV Cameras at entry gates and inside the compound
- Decorative compound wall with decorated gate

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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.

SIGNED SEALED AND DELIVERED)
the withinnamed **"THE PROMOTERS"**)
M/S. SHRADDHA LANDMARK PVT LTD)
Through its Partner)
Shri Sudhir Balu Mehta)
In presence of .....)

1

2.

SIGNED SEALED AND DELIVERED)
by the withinnamed **" THE ALLOTTEE'**)
)

)

In presence of .....

1.

2.

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RECEIPT

ACKNOWLEDGED to have received heretofore of and from the withinnamed Allottee/s a sum of **Rs._____/- (Rupees_____ Only)** Being the as advance payment or deposit paid by the Allottee/s to the Promoter

No	Cheque No.	Cheque Date	Bank Name and Branch	Amount in Rs.
1.				
2.				
			TOTAL	/-

I/WE SAY RECEIVED

FOR. M/S. SHRADDHA LANDMARK PVT LTD

Partner

WITNESSESS:

1.

2.

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DATED THIS DAY OF 2019

FLAT NO:_____

B E T W E E N:

M/S SHRADDHA LANDMARK PVT LTD

... PROMOTER

A N D:

... ALLOTTEE/S

Phone :

Res :

Off :

AGREEMENT FOR SALE

C M GANDHI
ADVOCATE HIGH COURT
OFFICE NO 1, 3RD FLOOR,
LAKHI HOUSE, MILTON
SHOWROOM, LBS MARG,
BHANDUP (W),
MUMBAI 400078
Email advocategandhi17@gmail.com
Mobile 9820072735

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