AGREEMENT FOR SALE

This Agreement made on this ____ day of _____**,** 2019 between **M/S. SHIVAM PARIVAR DEVELOPERS PVT. LTD** having PAN No. **AAICS9094F**, Company incorporated under the provisions of the Companies Act 1956, having its registered office 2/13, Siddharth Nagar-V, Opposite Prabhodhan Krida Bhavan, Goregaon (West) Mumbai 400 104 at herein referred to as **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its directors/s, administrators, assigns, successor or successors-in-title) of the **ONE PART.**

AND

MR./MRS._____ having his/her/their present address at _____ having **PAN No.** _____ herein 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 and permitted assigns) of the **OTHER PART;**

WHEREAS :

(a) **"NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD",** is a Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/8009/1983 dated 12.05.1983 and having its registered office at Building No.151, Pant Nagar, Ghatkopar (East), Mumbai-400075. (Hereinafter referred to as the said **"SOCIETY"**).

(b) The Society namely **"NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD"** is Lessee of MHADA in respect of Building No.151 on Plot bearing Survey No.236A, C.T.S. No. 5740(pt.), situated lying and being at MHADA Layout, Pant Nagar, Ghatkopar (East),

Mumbai – 400075, within the Mumbai and the Plot so held as Lessee by the said Society is described in the schedule First hereunder written.

(c) **"NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD"** consisted of 32 members who were in use, occupation and possession of respective residential premises as the owners thereof in the building No.151 comprising of ground + three upper floors having two wings.

(d) Under an Indenture of Lease Deed dated 1st December 1992, Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (MAH. XCVII) and having its registered office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai –400051, have granted the lease in favour of "NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD." being part of MHADA land at MHADA Layout, Pant Nagar, Ghatkopar (East), Mumbai – 400075 and more particularly described in the First Schedule hereunder written, hereinafter referred to as the "**Said Plot**".

(e) **"NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD"** (herein after referred to as the "Said Society" approached MHADA to demolish its existing building as it was in a dilapidated condition and to construct on the said plot of Building No.151 (hereinafter referred to as the "Said Property") belonging to MHADA a new building by utilizing all legally available F.S.I. as per the Development Control Regulations, 1991 presently in force.

(f) The MHADA have vide its letter No.EE/HGD/4824/2007 dated 28th November, 2008 granted permission to the society by issuing NOC for demolition of the existing building no.151 and reconstruction of a new building for the use of residential purpose only on the said plot bearing building no.151 after compliance of all conditions contained in its letter.

(g) The Society through their Special General Body Meeting dated 10.12.2006 resolved that the building no.151 was in a dilapidated condition and decided to undergo redevelopment and to load T.D.R. on the plot for getting the benefits of the redevelopment scheme and to avail the facilities of F.S.I. as per requisite conditions laid down by the authority from time to time and hence decided to appoint a Developer for redeveloping their project.

(h) By the registered Development Agreement dated 5th September, 2007 made and executed between the Said Society as the Society of the First Part and M/s. Shivam Parivar Developers Pvt. Ltd., (hereinafter referred to as "DEVELOPERS") as the party of the Second Part, the Said Society and the Members agreed to allow and permit the "DEVELOPERS" to carry out the works of redevelopment of the said Society by granting the development rights for reconstruction by demolishing its existing building and constructing a new building on the Said Property for the consideration and on the terms and conditions contained therein. The Development Agreement dated 5th September, 2007 is duly stamped and registered under Joint Sub-Registrar of Assurances at Kurla-1, Mumbai Suburban District, under Sr.no.BDR-3/06487/2007 on 05.09.2007.

(i) In pursuance of the aforesaid diverse agreements, the Said Society handed over possession of the Said Property as more particularly described in First Schedule hereunder written, to the Developers with the rights to deal with, to develop and to sell Flat/Shops and stilt/ tower parking spaces to be constructed thereon as the Developers and/ or their nominees / assignees as may deemed fit.

(j) On execution of the Development Agreement dated 5th September 2007 the Society granted NOC to the Developers to develop and to sell Flat/Shops and stilt/tower parking spaces to be constructed on the Said Property.

(k) As per the facts and circumstances mentioned hereinabove the Developers herein became entitled for the development rights of the Said Property, through the Development Agreement dated 5th September, 2007 the Developers are entitled to construct a new building known as "NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD" on the Said Property consisting of half Stilt Parking + Tower Parking + Part Commercial on Ground Floor + 1st to 19th typical upper floors for residential purposes by utilizing F.S.I, of the Said Property as well as F.S.I, of the other properties as per the Development Control Regulations 1991, in accordance with the NOC granted by MHADA hereinabove referred to as in para no.(f). The said Society has also issued specific power of attorney favouring the developer dated 26th July 2010, which was duly registered on 26th July 2010 with the office of Joint Sub-registrar of Assurances at Kurla-1, Mumbai Suburban District under sr.no.BDR-3/08515/2010. Subsequently thereto the parties of the said Development Agreement has agreed that as per the new rules and regulations and/or law which is time being in force, the parties thereto may modify the terms of the said Development Agreement and/or it has been agreed by and between the members of the Society and the developers that the terms of the Development Agreement be modified in respect of the rent payable to the members of the Society and the areas to be allocated to the members of the said Society. It is further agreed by and between the parties that such modification shall not in any way change/alter the area of the flat as mentioned in this agreement to be provided to the purchasers.

(l) Out of the total Flats to be constructed in the new building, 32 nos. Flats are reserved for re-housing of the existing Members of the Said Society, these Flats are hereinafter referred to as the '**Members Flat**' and the balance Flats are available to the Developers for sale by the Developers.

(m) As per the said Development Agreement dated 5th September, 2007 the DEVELOPERS herein are entitled to sell and dispose off the balance

flats/units of the new building presently named as "NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD" On what is popularly known as "OWNERSHIP BASIS", and enter into agreements for sale directly with the prospective buyers, and receive consideration directly from them, after reserving 32 flats to existing members of the said Society.

(n) By virtue of the various Deeds recited hereinabove the DEVELOPER alone after providing Flats to the existing members have the sole and exclusive right to sell the affluent premises in the said building to be constructed by the DEVELOPER in the said property and to enter into agreements with the Purchasers of the such Flat unit and to receive the sale price in respect thereof.

(o) The PURCHASER/S has demanded from the DEVELOPER and the DEVELOPER have given inspection to the PURCHASER/S of all the documents of title relating to the said property and the plans, designs and specifications prepared by the DEVELOPER's Architect SPACE MOULDERS and approved by the Municipal Corporation of Greater Mumbai and such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the promotion of the Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred it as 'the Said Act') and the rules made thereunder.

(p) The Developer has annexed hereto the copies of the following documents:

a) Intimation of Disapproval No.CE/6561/BPES/AN dated 3rd October 2011, as **"Annexure "____"** & Amended approval No. CE/6561/BPES/AN dated 14th January 2015, as **"Annexure "____".**

b) Certificate of Title issued by Advocate Marysubha Pillai of the Developer, **"Annexure "____"**

c) Extract of Property Registered Card of the said property **"Annexure "____"**

d) RERA Certificate of Registration no._____ dated _____- **Annexure "___".**

e) Copy of Commencement Certificate MH/EE/(B.P.)/GM/MHADA-01/322/2019 dated 7th November 2019 - **"Annexure "____".**

f) Amended approval from Building Permission Cell, MHADA, bearing ref. No.EE/BP Cell/GM/MHADA-01/322/2019 dated 7th June 2019 as **"Annexure "___".**

g) CFO NOC No.FB/___/____/____, dated _____**- Annexure "___"**.

h) List of Amenities **"Annexure "____".**

i) Floor plan of the said Flat "**Annexure "____".**

(q) As per the Development Agreement dated 5th September 2007, the Developer is entitled to develop the said property as a "Real Estate Project" and the Developer has registered the same as a 'real estate project' ('the Project") with the Real Estate Regulatory Authority ("Authority") under the provisions of Section 13 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration no._____ dated _____ for the said Project and a copy of the RERA certificate is annexed hereto and marked as **Annexure "___".**

(r) The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its' Advocates and Planning and Architectural consultants. The Purchaser has also examined all the documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. As per the said Development

Agreement, the Developer is entitled to sell to the existing members and/or to the any person/s, body corporate, Firm, Association of Person/s {AOP} Developer's flats/ premises as well as stilt/open car parking spaces in the new building to be constructed.

(s) The PURCHASER/S approached the DEVELOPER for purchase of the Flat No._____ wing **"____"** on the _____ floor admeasuring _____ Sq.ft. RERA Carpet area i.e. (as per definition of section 2(k) of RERA Act 2016, including rules of Maharashtra States) in the building to be constructed on the said property which is described in the Second schedule.

(t) Relying upon the said application, declaration and agreement the DEVELOPER agreed to sell to the PURCHASER/S the said Flat at the consideration price and on the terms and conditions hereinafter appearing.

(u) Prior to the execution of these present Indenture the PURCHASER/S has paid to the DEVELOPER a sum of Rs._____/- (Rupees _____ only) being the part payment of the sale price of the said Flat agreed to be sold by the DEVELOPER to the PURCHASER/S as earnest money deposit (the payment and receipt whereof the DEVELOPER do hereby admit and acknowledge) and the PURCHASER/S has agreed to pay to the DEVELOPER the balance of the sale price in the manner hereinafter appearing.

(v) Under section 4 of the said MahaRERA Act, the DEVELOPER are required to execute a written agreement for sale of the said Flat to the PURCHASER/S being in fact these presents and also to register the said Agreement under the Registration Act.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereto agree that the recitals recorded in these presents shall form integral part of this Agreement, as if the same are set out in the body of this Agreement, and the parties hereto deemed to have recorded, repeated and confirmed the recitals recorded hereinabove.

2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Developer to develop the said Property described in the First and Second Schedule hereunder written and the Purchaser/s shall not be entitled to raise any objections relating to the title of the Developer later on.

3. The Developer shall sell and the Purchaser/s shall purchase Flat No. _____ wing **"___"** on the _____ floor having a RERA Carpet area of _____ **Square Mtrs.** (as per definition section 2 (k) of RERA Act 2016, including rules of Maharashtra States) and in the building to be constructed on the said property on the terms and conditions hereinafter appearing (hereinafter referred to as "**the said Flat**") on the _____ floor in wing **"___"** of the said building and as shown and delineated in the red Colour boundary line in the Floor plan annexed hereto as **Annexure "___"**, for the consideration amount of **Rs.**_____**/-** (Rupees _____ only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said Flat. The description of the said flat is more particularly described in the Second Schedule hereunder written.

4. The total consideration is **Rs.**_____**/-** (Rupees _____ only) which is payable by purchaser/s to the Developer in the following manner:-

Sr. No	Payment & Booking Detail	Percentage	Amount (Rs.)
1	On Booking	20.00%	0
2	Amount payable on Registration	10.00%	0
3	Amount payable on completion on Plinth	15.00%	0
4	Amount payable on completion of 1st Slab	1.50%	0
5	Amount payable on completion of 2nd Slab	1.50%	0

6	Amount payable on completion of 3rd Slab	1.50%	0
7	Amount payable on completion of 4th Slab	1.50%	0
8	Amount payable on completion of 5th Slab	1.50%	0
9	Amount payable on completion of 6th Slab	1.50%	0
10	Amount payable on completion of 7th Slab	1.50%	0
11	Amount payable on completion of 8th Slab	1.50%	0
12	Amount payable on completion of 9th Slab	1.50%	0
13	Amount payable on completion of 10th Slab	1.50%	0
14	Amount payable on completion of 11th Slab	1.50%	0
15	Amount payable on completion of 12th Slab	1.50%	0
16	Amount payable on completion of 13th Slab	1.50%	0
17	Amount payable on completion of 14th Slab	1.50%	0
18	Amount payable on completion of 15th Slab	1.50%	0
19	Amount payable on completion of 16th Slab	1.50%	0
20	Amount payable on completion of 17th Slab	1.50%	0
21	Amount payable on completion of 18th Slab	1.50%	0
22	Amount payable on completion of 19th Slab	1.50%	0
23	Amount payable on completion of 20th Slab	1.50%	0
24	Amount payable on completion of Brickwork	5%	0
25	Amount payable on Plaster	5%	0
26	Amount payable on Internal Gypsum Or Plaster	5%	0
27	Amount payable on Flooring , Plumbing & Water Tank & other Work	5%	0
28	On Possession	5%	0
		100%	0

5. It is hereby clearly understood by the Purchaser/s that delivery of possession of the said flat shall be given by the Developer to the Purchaser/s if and only if the whole of the aforesaid sales consideration along with GST and or any other taxes/cess as applicable at that time, shall be paid as mentioned hereinabove and herein below by the Purchaser/s to the Developer along with interest on the overdue amount of installment

if delayed by the purchaser/s at the interest rate as defined under the RERA Act, 2016.

6. In the case of default on payment of the above amount, interest rate as defined under the RERA Act, 2016 per annum shall be levied on the balance amount from the date of delay. Time being the essence of the Contract, in case if Purchaser/s fails to make or defaults in making payment or commits breaches of any of the payment terms and conditions herein contained in clause nos. 3, 4, 14 and 16 of the present Agreement, then the Developers shall be entitled at their own option to terminate this Agreement thereby the allotment of the said Flat shall be considered as cancelled and Developer shall be free to deal for the said flat with any other person.

7. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer has given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement on account of the default in payment/s as stated in clause 4 and if such payment is not made by the Purchaser/s within a period of 15 days after receipt of the said notice and or breach or breaches have not been remedied by the Purchaser/s within a period of 15 days after receipt of the said notice, then the Developer shall have unilateral option to terminate this agreement without any further intimation to the Purchaser/s. Without prejudice to the above and to the Developer's other rights under this Agreement and/or in law the Developer may at their own option accept from the Purchaser/s, the payment of the defaulted installment at the rate of which is define by RERA ACT, 2016 for the period for which the payment has been delayed.

8. It is hereby clarified that the Sale consideration shall be payable by the Purchaser in the Bank account No.643405052133 in the name of SPDPL-UNIT PRABHAT CHSL maintained with ICICI Bank, Goregaon West S. V. Road Branch with IFSC Code ICIC0006434 ("the said Account").

9. Time for the payment of the above instalments being of the essence of the contract, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) as hereinafter mentioned and on the Purchaser/s committing breaches of any of the payment terms and conditions herein contained and in clause 13 the Developer shall be entitled at their own option to terminate this Agreement.

10. The details of Fixtures, Fittings and amenities to be provided by the Developer in the said building and the said flat are set out in the Fourth Schedule Annexed hereto and marked as **Annexure "___".**

11. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the said concerned local authorities, bodies and at the time of sanctioning the said plans or thereafter.

12. The Developer shall give possession of the said premises to the Purchaser before _____ **("Possession Date").** Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the premises on possession date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

    a. Any force majeure events;

    b. Any notice, order, rule, notification of the Government and/or other public competent authority/court;

    c. Any stay order/ injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;

    d. Any other circumstances that may be deemed reasonable by the Authority.

13. The Purchaser/s hereby agrees to become the member of the Society on payment of such sums as may be prescribed by the society for its membership and agrees to purchase the requisite shares of the Society at the price fixed by the Society for all the members. No charges will be payable by the Purchaser/s to the Developer for the membership of the Society. The Purchaser shall also be liable to pay/contribute proportionately the amount as shall become payable to MHADA on the completion of the amalgamation proceedings.

14. The Purchaser/s doth/do hereby agree to bear and pay his/her/their proportionate share of all outgoings, cesses, taxes, rates and other charges including betterment charges, maintenance charges, water charges, electricity bills, etc. levied by the concerned authorities payment of service line charges of BSES, legal charges, in respect of the said flat and also in respect of the common amenities and common areas in the said complex as may be determined by the Society on and from the date of Possession of said Flat No._____ in Wing **"____"** in the proposed building on the plot bearing building no.151.

15. It is further agreed that the balance amount and the escalation charges payable by the Purchaser/s shall not be increased, whereas due to rise 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 Local Authorities or Government Authorities from time to time that may affect the construction costs of the project due to the change in Government policies and DC regulations, the Developer may issue a demand letter to the Purchaser/s and the Purchaser/s shall be liable to pay a sum of Rs.1,25,000/- only and not more than that for deposit towards the Development Charges arisen due to the increase in the cost of construction of the project, and the Purchaser/s shall not object to make the payment of such amount/s to the Developer as and when demanded by the Developer by way of a Demand Letter, without any delay, demur or default.

It is also agreed that if the Purchaser/s intent to transfer, assign, sell, mortgage or part with the said Flat No._____ in Wing **"___"** being allotted to the Purchaser/s within Five (5) years of execution of the present Agreement for Sale then the Purchaser/s shall have to intimate the Developers in writing about the same inorder to obtain NO OBJECTION CERTIFICATE from the Developers for transferring, assigning, selling, mortgaging or parting with the said Flat No._____ to any third party.

15.The Purchaser/s hereby agree/s that in the event of any amount by way of security deposit being payable to the Municipal Corporation of Greater Mumbai or to the State Government security deposit or any other payments of a similar nature in respect of the said property or any part thereof and/or the structure or structures to be constructed thereon for the purpose of giving water and electricity connection or any other tax or payment of a similar nature becoming payable by the Developers, the same shall be paid and/or reimbursed by the Purchaser/s to the Developers in proportion to the area of the said flat and in determining such amount, the decision of the Developers shall be final, conclusive and binding upon the Purchaser/s.

16. The Purchaser/s shall on demand deposit with the Developer

a)A sum of **Rs. 25,000/-** towards non refundable deposit to be made by the Developer for the electric meter and water connection of the said building., and the Municipal Corporation of Greater Mumbai for lighting domestic supply and water supply respectively.

b) The Purchaser/s shall pay an amount of Rs. **250/-** towards Share Application Money and Rs.**100/-** towards Entrance Fees and Society Membership charges Rs.**25,000/-** towards to "NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD".

c)The purchaser/s shall on demand pay a sum of **Rs.10,000/-** towards legal charges, **Rs.10,000/-** towards Administration charges and **Rs.10,000/-** towards Infrastructure charges to the Developer along with GST and any

other taxes/ cesses as applicable, as shall become payable on account of the Purchaser by the Purchaser of the said flat.

d) The Purchaser/s shall on demand pay a sum of **Rs.1,25,000/-** for deposit towards the Development Charges.

e) The Purchase is also aware that as per the Development Agreement entered by and between Developer and "NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD" the new member/s of the Society is/are required to contribute an equal amount towards Sinking Fund & Repair Fund to the Society at the time and date standing to the Credit of the Society and therefore Purchaser/s shall pay as & when require an amount towards Sinking Fund & Repair Fund directly to the said Society which the Purchaser/s has agreed to do so.

17. Nothing contained in this Agreement is intended to be nor shall be construed to as a grant, demise or assignment in law of the said premises or the plot and building or any part thereof upon the Purchaser/s save and except claim in respect of the Flat agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other Flats will remain the property of the amalgamated Society.

18. IT IS HERE BY AGREED AND DECLARED THAT the Developers shall be entitled to sell and/or dispose of and/or assign any of the unsold premise or premises belonging to the Developers in the said Building from time to time to such person or persons or to such body and to charge such consideration or moneys or price as the Developers may in their absolute discretion think fit. It is further agreed that the consideration of price so received by the Developers shall be appropriated by the Developers for their own absolute use and benefit and the Purchaser/s shall not raise or make any objection or claim thereto at any time.

19. The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said flat agreed to be purchased by the Purchaser/s.

20. Possession of the said flat shall be given to the Purchaser on receipt of total consideration.

21. The Purchaser/s doth hereby for themselves with intention to bind all persons into whosoever hands the said flat may come and his/ her/their successors in title, doth hereby covenant with Developers as follows :

a. To maintain the said flat at Purchaser's cost in good tenantable repair and condition from the date the possession of the said flat is taken and shall not do or suffer to be done anything in or to the Building in which the said flat is situated, and also the common areas and facilities which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said flat is located and the said flat itself or any part thereof.

b. To carry out at his/her/their own cost all the internal repairs of the said flat, agreed to be purchased by him/her/them, and to maintain in the same condition, state and order in which it was delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Society as the case may be.

c. The Purchaser/s shall not do or permit to be done any act or thing which may render void or void able any insurance of any Flat/unit or any part of the said building or cause any increased premium to be payable in respect thereof and/ or which is likely to cause nuisance or annoyance to users and occupiers of the other Flat/unit in the said Building. However it is clarified that this does not cast any obligation upon the Developers to insure the said building or the Flat/unit agreed to be sold to the Purchaser/s.

d. To use the flat or any part thereof or permit the same to be used for residential purpose or any other lawful purpose.

e. Not to store in the said flat any goods which are of hazardous, combustible or dangerous or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said units on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the same. To carry out at his own costs all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which they were delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything which may be forbidden by the rules and regulations and bye- laws of the concerned local authority or other public authority.

f. And in the event of the Purchaser/s committing any act in contravention of the provision, herein contained the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

g. Not to demolish or cause to be demolished the said flat or any part thereof, and not at any time make or cause to be made any addition or alteration or misuse of the elevation features, ducts, voids and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said flat without the prior written permission of the

Developers and/or Society as the case may be. In case on account of any alterations being carried out by the Purchaser/s in the said flat (whether such alterations are permitted by the Concerned Local Authorities or not) any damage to the adjoining Flat/unit or to the Flat/unit situated below or above the said flat (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her own costs and expenses repair such damage (including recurrences of such damages.)

h. 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 of the said property and the said Building. After the handover of the possession of the said Flat to the PURCHASER/S, the PURCHASER/S shall segregate the wet garbage and dry garbage and treat it separately by disposing it in different garbage bins as provided by the Society of the said building.

i. The PURCHASER/S 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, interest and maintenance of the said building and the flats therein and for observance and performance of the building Rules, Regulations and bye-laws for the time being in force of the concerned local authority and of Government and other public bodies. The PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat/ units in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

22. After taking the possession of flat the Purchaser/s shall have no claim right title interest of any kind or nature against the Developers in respect of any

item of work in the said flat, which is alleged not to have been carried out or completed.

23. The Purchaser/s hereby covenant/s with the Developers to pay all the amounts liable to be paid by the Purchaser/s under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Developers indemnified against the said payments and observance and performance on his/her/their part of the said covenants and conditions. The Purchaser/s further covenant to strictly abide by what is agreed in clauses 3 to 17 herein contained and will continue to abide by the same at all times as long as he remains entitled to the said flat.

24. After the possession of the said premises is handed over to the Purchaser/s and any additions or alterations in or about or relating to the said buildings are required to be carried out by the Government, Municipal Corporation of Greater Mumbai or any other statutory authority, the same shall be carried out by the Purchaser/s of the said premises in the said building at his/her/their own costs and the Developers shall not be at any time be in any manner liable or responsible for the same or any part thereof.

25. Any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of the Agreement for sale or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developers of any breach or non-compliance of any of terms and conditions of this Agreement for sale by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.

26. The letters, receipt and/or notices issued by the Developers dispatched under Certificate of Posting to the address given to them by the Purchaser/s as hereinafter mentioned shall be deemed to be served upon him/her/them and shall completely and effectively discharge the Developers when delivered at below mentioned address.

Name : Mr./Mrs/Ms. _____

Address: _____

_____,

_____.

27. Out of pocket cost charges expenses including Stamp duty, GST as applicable and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s alone. If due to any changes in Government Policy and by virtue of the same if any additional Stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser/s alone.

28. After the said Building shall have been completed and the Occupation Certificate shall have been issued by the MCGM and the Developers shall have received full consideration money from the Purchaser/s the Developer shall arrange with the Society to admit the Purchaser/s the members of the Society. On such admission the Purchaser/s shall purchase the requisite number of Shares in the Share Capital of the Society and abide by all the Bye-Laws of the Society.

29. The PAN Number of the Purchaser/s and Developer are as under:-

Purchaser/s : Mr./Mrs./Ms._____

PAN No. _____

Developer : Shivam Parivar Developers Pvt. Ltd.

PAN No.AAICS9094F

30. The DEVELOPER shall be entitled to consume and construct additional F.S.I. in the said property on the same building in which the flat of the PURCHASER/S are situated and the PURCHASER/S hereby gives/give his/her/their irrevocable consent for the same.

31. Both the parties hereby abide himself to observance all the terms and conditions of this Agreement.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats or of the said property or any other part thereof, The PURCHASER/S shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, lobbies, recreation spaces etc. will remain the property of the DEVELOPER until the said property is transferred to the Society.

31. The PURCHASER/S and/or the DEVELOPER shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the DEVELOPER shall attend such office and admit execution thereof. The Stamp Duty and Registration Charges of this Agreement shall be borne and paid by the PURCHASER/S only.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land/plot or ground situated at Survey No.236-A, C.T.S. No. 5740(pt.) of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District situated lying and being at Pant Nagar, Ghatkopar (East), Mumbai – 400075 and standing thereon is a building known as Building No.151 owned by New Pant Nagar Prabhat Co-operative Housing Society Ltd., MHADA Layout, Pant Nagar, Gatkopar (East), Mumbai – 400075 consisting of ground + 3 upper floors, having plot area which includes Lease area 640.55 sq.mtrs. + Tit-Bit area 52.15 sq.mtrs. i.e. equivalent to total area of 692.70 sq.mtrs. and containing 32 (thirty-two) residential tenements standing thereon within the Registration District and Suburban District of Mumbai City and Mumbai Suburban, thereabouts which is bounded by as follows :

On or towards the North	:	By MHB Boundary
On or towards the South	:	By 40’ wide road, Bldg. no.149
On or towards the East	:	By O.B. No.20 and 40’ wide road
On or towards the West	:	By 40’ wide road and transmission line.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No._____ on the ____ Floor in **"___"** Wing admeasuring about _____**sq. ft.** Carpet area i.e. (as per definition section 2 (k) of RERA Act 2016, including rules of Maharashtra States) of the building of the **"NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD"**, situated at Village Ghatkopar, Taluka Kurla, Mumbai Suburban District situated lying and being at MHADA Layout, Pant Nagar, Ghatkopar (East), Mumbai – 400075.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR IN ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED by)

Within named "THE DEVELOPER")

SHIVAM PARIVAR DEVELOPERS PVT. LTD.)

PAN No.AAICS9094F)

Through the hands of its Authorised)

Signatory Mr._____ Bhosale)

in the presence of …..)

SIGNED SEALED AND DELIVERED by)

Within named "THE PURCHASER/S.")

MR./MRS./MS._____)

PAN No. _____)

in the presence of ....

_____ _____

For Shivam Parivar Developers Pvt. Ltd. Mr./Mrs./Ms._____

Draft
Without Prejudice

Date:

To,
Mr. _____
_____
_____
_____

Dear Sir / Madam,

Sub: Provisional Allotment of Flat No. in wing on the Floor, admeasuring approx sq. ft. RERA carpet area in the building known as "New Pant Nagar Prabhat Co-operative Housing Society Ltd" having its registered address at MHADA Layout, Building no.151, Pant Nagar, Ghatkopar (East), Mumbai – 400075.

1. We are developing a Residential building "New Pant Nagar Prabhat Co-operative Housing Society Ltd" duly registered under the provisions of Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no._____.

2. We hereby agree to allot you on ownership basis Flat No._____in "_____" Wing on the ____ Floor in the residential building named "New Pant Nagar Co-operative Housing Society Ltd" having RERA carpet area admeasuring _____ Square Meters (hereinafter referred to as the said "Flat") for the consideration of Rs._____ (Rupees _____ only) plus GST and/or any other taxes as may be applicable in the said building on the terms and conditions as contained in the Performa Agreement for Sale attached herewith.

3. You have paid us, interest free amount of Rs._____ (Rupees_____ only) as Earnest Money vide cheque no_____ dated _____ drawn on _____ and you shall pay to us the balance amount of Rs._____ (Rupees _____ only) as per the Payment Schedule recorded in "Agreement for Sale" in the manner as follows:

Sr. No	Payment & Booking Detail	Percentage	Amount (Rs.)

1	On Booking	20.00%	0
2	Amount payable on Registration	10.00%	0
3	Amount payable on completion on Plinth	15.00%	0
4	Amount payable on completion of 1st Slab	1.50%	0
5	Amount payable on completion of 2nd Slab	1.50%	0
6	Amount payable on completion of 3rd Slab	1.50%	0
7	Amount payable on completion of 4th Slab	1.50%	0
8	Amount payable on completion of 5th Slab	1.50%	0
9	Amount payable on completion of 6th Slab	1.50%	0
10	Amount payable on completion of 7th Slab	1.50%	0
11	Amount payable on completion of 8th Slab	1.50%	0
12	Amount payable on completion of 9th Slab	1.50%	0
13	Amount payable on completion of 10th Slab	1.50%	0
14	Amount payable on completion of 11th Slab	1.50%	0
15	Amount payable on completion of 12th Slab	1.50%	0
16	Amount payable on completion of 13th Slab	1.50%	0
17	Amount payable on completion of 14th Slab	1.50%	0
18	Amount payable on completion of 15th Slab	1.50%	0
19	Amount payable on completion of 16th Slab	1.50%	0
20	Amount payable on completion of 17th Slab	1.50%	0
21	Amount payable on completion of 18th Slab	1.50%	0
22	Amount payable on completion of 19th Slab	1.50%	0
23	Amount payable on completion of 20th Slab	1.50%	0
24	Amount payable on completion of Brickwork	5%	0
25	Amount payable on Plaster	5%	0
26	Amount payable on Internal Gypsum Or Plaster	5%	0
27	Amount payable on Flooring , Plumbing & Water Tank & other Work	5%	0

28	On Possession	5%	0
		100%	0

4. On receipt of 20% of the total consideration as per stage wise we have to compulsorily execute and register "Agreement for Sale" immediately. Kindly also note that if 20% of the total consideration is not received within 30 days, then 5% of the Agreement Value is mutually agreed to be liquidated and damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.

5. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the Performa Agreement for Sale, including timely payment of amounts stated there under.

6. You are requested to sign in confirmation of accepting the terms as mentioned in Performa "Agreement for Sale" by subscribing your signature on this letter and copy of this letter.

Thanking you,

Yours faithfully

For Shivam Parivar Developers Pvt. Ltd.

Director **I CONFIRM THE ABOVE**

_____

_____