AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made and executed at Mumbai, on this _____day of _____in the Christian Year Two Thousand and Twenty-Three;

BETWEEN:

M/S. BHAIRAV SMILE INFRAPROJECTS, a registered partnership Firm, having PAN _____ and having its registered office address at D-11, Plot No.804, Charkop Sailochan Co-operative Housing Society Ltd., Sector -8, Charkop, Near Tarzan Point, Kandivali (West), Mumbai – 400 067 hereinafter referred to as **"THE DEVELOPER"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its present partners, their respective heirs, executors, administrators, successors and assigns) of the **ONE PART;**

AND

(1) _____, aged about __ years, having PAN _____,

(2) _____, aged about __ years, having PAN _____,

(3) _____, aged about __ years, having PAN _____, All Indian Inhabitants having address at _____, _____, _____hereinafter called the **"ALLOTTEE/S"** (which term in case of individuals shall, so far as the context admits, be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns, and in case of a partnership firm, partner or partners for the time being and from time to time of such firm and survivor or survivors of them and the heirs, executors and administrators and

permitted assigns of the last such survivor, and in case of incorporated bodies, its successors and permitted assigns) of the **OTHER PART.**

WHEREAS:

A. The Developer is entitled to undertake the redevelopment of all that piece and parcel of land bearing Cluster Plot No.810, RSC-5, Survey No. 41, admeasuring about 2173.50 Sq.mtrs. of Village - Charkop, Taluka – Borivali, Dist.-Mumbai Suburban situate at Sector -8, Kandivali (West), Mumbai – 400 067 (hereinafter referred to as "**the said Property**" and more particularly described in the **First Schedule** hereunder written).

B. The development rights in respect of the said Property have been acquired by the Developer in the following manner:

(i) The Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") being owner and seized and possessed of all that piece and parcel of developed land bearing Cluster Plot No.810, RSC-5, Survey No. 41, admeasuring about 2173.50 Sq.mtrs. of Village - Charkop, Taluka – Borivali, Dist.-Mumbai Suburban situate at Sector -8, Kandivali (West), Mumbai – 400 067.

(ii) The said property consisted 38 developed plot of "C" type admeasuring 30 sq.mtrs. each and 10 developed plots of "D" Type admeasuring 40 sq.mtrs. each which has been provided with necessary infrastructure common facilities and amenities etc.

(iii) The said developed plots have been allotted by the MHADA under its sites and services scheme prepared under the Mumbai Urban Development Project which was aided by the World Bank to the specified persons.

(iv) MHADA had by advertisement published in the news papers, had invited applications from the Allottees for allotment of the said developed plots in the Authority's land

to the successful drawees in the drawal of plots for the purpose of constructing, maintaining and locating a building for bonafide residential use and occupation.

(v) The said Allottees had on allotment of the developed plots to them formed and registered themselves in to a co-operative housing society in the name and style of Charkop Bhairav Co-operative Housing Society Ltd., a Co-operative Society duly registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. MUM/MHAD/HSG/(TC)/ 13489/ Year 2019-2020 Dt.13/12/2019 and having its registered office at Cluster Plot No.810, RSC-5, Survey No. 41, situate at Sector -8, Kandivali (West), Mumbai – 400 067 (Hereinafter referred to as **"the Society"**).

(vi) The Deputy Chief Officer (W) M.H. & A.D. Board, Mumbai issued Allotment Letter Dt.29/01/2020 bearing No. MB/Dy.C.O.(W)/89/2020 to the Society and also confirmed having received lease premium of Rs. 8,51,000/- (Rupees Eight Lakhs Fifty One Thousand only) for the period of 30 years.

(vii) Thereafter under Indenture of Lease Dt.04/07/2022 executed by and between Maharashtra Housing and Area Development Authority, therein referred to as "the Authority" and The Charkop Bhairav Co-operative Housing Society Ltd., therein referred to as "the Society" the Authority granted to the society lease in respect of the said property for 30 years. The said Indenture of Lease Dt.04.07.2022 is duly registered with the office of Sub-Registrar of Assurance at Borivali under reference no. BRL-7/9438/2022 Dt.04/07/2022.

(viii) Thereafter under Development Agreement Dt.11/08/2022, duly registered with Sub-Registrar of Assurance - Kurla

Taluka on 11/08/2022 under Sr. No. KRL-7/11273/2022, the Society has granted development rights of the said property to the Developers for the consideration and on the terms and conditions mentioned therein.

(ix) Simultaneously with the said Development Agreement the Society also executed a Power of Attorney in favour of the Developers to carry on various acts of redevelopment as enumerated therein. The said Power of Attorney Dt.11/08/2022 is also duly registered with the office of Sub-Registrar of Assurances at Borivali Taluka on 11/08/2022 under Serial No. BRL-7-11274-2022 on 11/08/2022

(x) In terms of the said Development Agreement and Power of Attorney, the Developer is authorised to redevelop the said property by constructing on the said property one or more multistoried building/s, wherein all existing members of the Society shall be rehabilitated and the balance area constructed as a part of such new building/s, will be available to the Developer for sale to various third parties, who will be admitted as members of the Society.

C. The Developer had made an application to the MHADA for sanction of plans for carrying out construction of a new multistoried building/s on the said property and based on such application, MHADA had approved plans for construction on the said property (with a Floor Space Index (hereinafter referred to as "**FSI**") of _____ sq. mtrs (including Fungible FSI) and had issued an Intimation of Approval (IOA) **Dt.26/05/2023** bearing number **MH/EE/BP CELL/GM/MHADA-76/1287/2023** (hereinafter referred to as "**the IOD**"). A copy of the IOA is annexed hereto and marked as ***Annexure 'A'***.

D. The MHADA has also issued a Commencement Certificate date **Dt.17/07/2023** bearing number **MH / EE / (BP) / GM / MHADA-76 / 1287 / 2023 /CC/1/NEW** and thereby has permitted the Developer to

commence construction of the new building (hereinafter referred to as "**the CC**"). A copy of the CC is annexed hereto and marked as ***Annexure 'B'***.

E. As per the IOA and approved plans and the plans to be further approved hereafter by the MHADA, the Developer shall be constructing on the said property, a multistoried building comprising of _____ + _____ Upper Floors presently proposed by the Developer consisting of residential as well as commercial premises (hereinafter referred to as "**the Proposed Building**").

F. The development/redevelopment on the said property undertaken by the Developer by constructing thereon the Proposed Building by construction of the Proposed Building thereon, in the manner aforesaid, is hereinafter referred to as "**the said Project**". The term "***the Project***", wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building and all other structures and the entire development of the said property, as envisaged by the Developer.

G. It is further clarified and the Allottee/s is/are specifically made aware that although the Developer has envisaged a broader scheme of development and construction, considering the fact that the MHADA has presently granted the existing building approvals as recited above; the Developer shall from time to time be making applications to the MHADA for amendments to the already approved plans and for issuance of further approval/s of amended plans and further commencement certificates or revalidation of the existing CC in terms of such amended plans, as may be approved from time to time by the MHADA, such that the entire development potential available for consumption on the said property, is completely consumed in the course of development and construction of the Proposed Building on the said property. Accordingly, it is clarified that the plans for construction of the Proposed Building on the said property are subject to further modifications.

H. In the circumstances, in accordance with the plans approved by the MHADA and the CC issued by the MHADA, the Developer has commenced construction of the Proposed Building on the said property on the basis of existing approvals already granted by the MHADA; and subsequent modifications thereto will be done on the basis of the further development potential that is available and that may from time to time become available due to various factors and as per DCPR and/or any statutory modification or re-enactment thereof. It is clarified that the Developer has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building up to Eighteen floors, as is envisaged by the Developer hereunder. Nothing contained in this Agreement shall be deemed to be or construed as a restriction on the Developer to continue to the Project under any applicable provisions of the DCPR.

I. It is clarified that in the course of construction of the Proposed Building, the Developer shall be consuming on the said property, maximum permissible FSI and development potential available as per the provisions of the DCPR including but not limited to the following:

i. entire development potential available for consumption on the said property by way of FSI emanating from the said property in the form of base property FSI, which can be consumed free of costs thereon including *inter alia* the FSI available for consumption under the applicable provisions of the DCPR;

ii. entire development potential available for consumption on the said property by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MHADA including inter alia the FSI available for consumption under the applicable provisions of the DCPR;

iii. entire development potential available for consumption on the said property by way of loading Transferable Development Rights (hereinafter referred to as "TDR") on the said property, including inter alia in accordance with the applicable provisions of the DCPR;

iv. entire development potential available for consumption on the said property by acquiring of compensatory fungible FSI; and entire development potential (by whatever name called) that may become available for consumption on the said property in accordance with the applicable provisions of the DCPR.

J. As per the existing approvals and further amendments thereto, as may be obtained by the Developer from time to time, the Developer would be constructing on the said property, the Proposed Building to be known as **"_____"** as per the details set out herein, or such other name as the Developer may hereafter in its discretion deem fit.

K. The Developer has entered into an agreement as prescribed by the Council of Architects appointing the Architect _____ (who is registered with the Council of Architects) and has also appointed _____ as the structural engineer for preparing structural design and drawings and specifications of the Proposed Building. The Allottee/s accept/s the professional supervision of the said Architects and the said structural designer/engineer till the completion of the Proposed Building, unless such consultants are hereafter changed by the Developer.

L. The right and entitlement of the Developer to undertake redevelopment of the said property has been set out in the Title Certificate dated __/__/_____ issued by the Kirti Nagda and Associates, Advocates and Notary and a copy of the said Title Certificate is annexed hereto as ***Annexure 'C'***.

M. The Developer has registered the said Project of development and construction on the said property under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter

referred to as "**RERA**"), with the Maharashtra Real Estate Regulatory Authority at Mumbai under **registration no. _____**. A copy of the Project Registration Certificate of the said Project is annexed hereto and marked as ***Annexure 'D'***.

N. The Allottee/s has/have approached the Developer for acquiring the premises in the Proposed Building, as per the details more particularly described in the ***Second Schedule*** hereunder written. The said premises is shown as marked in red colour shades on the floor plan annexed hereto as ***Annexure 'E'***. As per the terms of the Redevelopment Documents and as per the building approvals, the said premises forms a part of the surplus area that the Developer is entitled to sell in the open market (not being the area earmarked for rehabilitation of the exiting members of the Society).

O. The Allottee/s has/have taken inspection of all the documents of title of the Developer relating to the redevelopment of the said property and the Allottee/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to undertake redevelopment of the said property by construction of the Proposed Building thereon and to enter into these presents.

P. The Allottee/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority under the provisions of RERA, the approved plans as well as the proposed plans, the existing building approvals issued by the MHADA (including the terms and conditions set out therein), undertakings given by the Developer/Society to the MHADA, and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, property register cards and all other documents required to be furnished to the Allottee/s by the Developer under the provisions of RERA and the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**RERA Rules**") as well as

under the provisions (to the extent applicable) of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**MOFA Rules**"); and the Allottee/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the said facts and orders and after inspecting the aforesaid and other relevant documents and papers and having understood the contents and implications thereof and being satisfied in all respects with regard thereto.

Q. The Allottee/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and acknowledges that some of such conditions and/or obligations shall/may require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society; and the Allottee/s has/have agreed to abide by and comply with such continuing conditions and obligations.

R. In the circumstances, pursuant to negotiations between the Parties, the Allottee/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Allottee/s, the said premises on the terms and conditions herein contained.

S. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

T. Under section 13 (2) of The Real Estate (Regulation and Development) Act, 2016, the Developer is required to execute a written agreement for sale of the said premises to the Allottee/s being in these presents.

U. Hereinafter, for the sake of brevity, the term Allottee/s shall mean and include Investor/s for the purposes of Article 5 (g-a) (ii) of the

Schedule I to the Maharashtra Stamp Act, 2015;

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Developer shall develop and construct a new building known as **"_____"**, on the said property more particularly described in the **First Schedule** hereunder written in accordance with the plans, designs and specifications duly approved by MHADA/concerned authorities and other local authority and which have been inspected and seen by the Allottee/s with only such variations and modifications as the Developer should consider necessary or as may be required by the MHADA /concerned authorities or other concerned authority to be made in them or any of them; which the Allottee/s hereby approve and express and authorize the Developer to make such changes/modifications provided however such changes/ modifications shall not adversely affect premises of the Allottee/s.

Provided that the Developer shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee/s hereby agrees to purchase from the Developer and the Developer agree to sell to the Allottee/s **Flat No. ___ admeasuring ___ square feet (Rera Carpet Area)** on the _____ **floor** together with ___ Mechanical/Tower car parking space in _____ in the said building **"_____"**, situated on the said property, hereinafter for the sake of brevity referred to as '**THE SAID PREMISES'** and more particularly described in **Second Schedule** hereunder written and as shown in the typical floor plan hereto annexed on the said property situate at Sector -8, Kandivali (West), Mumbai – 400 067 for the total consideration of **Rs._____/= (RUPEES _____ ONLY)** which includes the 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 **Third Schedule** hereunder written.

3. The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

4. As per Income Tax Act out of total consideration a certain amount is required to be deducted as TDS under section 194 I-A of Income Tax Act, 1961 by Allottee/s and the same is to be deducted and paid by Allottee/s to the I. T. Department directly on behalf of the Developer and after deducting the said amount from total consideration amount the Allottee/s shall pay the balance consideration amount to the Developer and shall accordingly issue TDS certificate to the Developer.

5. Accordingly on execution hereof the Allottee/s have paid a sum of Rs._____/- (Rupees _____ Only) to the Developer after deducting TDS of Rs._____/- (Rupees _____ Only) thus aggregating to part consideration of Rs._____/- (Rupees _____ Only) and Purchaser/s shall pay the balance sum of Rs._____/- (Rupees _____ Only) to the Developer along with GST at applicable rates in the following manner:-

Sr. No.	Stage of Payment	Amount (Rs.)
1	On booking	10%
2	Within 30 days of execution of the agreement	20%
3	On completion of plinth	15%

4	On completion of 1st slab	2%
5	On completion of 2nd slab	1%
6	On completion of 3rd slab	1%
7	On completion of 4th slab	1%
8	On completion of 5th slab	1%
9	On completion of 6th slab	1%
10	On completion of 7th slab	1%
11	On completion of 8th slab	1%
12	On completion of 9th slab	1%
13	On completion of 10th slab	1%
14	On completion of 11th slab	1%
15	On completion of 12th slab	1%
16	On completion of 13th slab	1%
17	On completion of 14th slab	1%
18	On completion of 15th slab	1%
19	On completion of 16th slab	1%
20	On completion of 17th slab	1%

21	On completion of 18th slab	1%
22	On completion of 19th slab	1%
23	On completion of 20th slab	1%
24	On completion of 21st slab	1%
25	On completion of 22nd slab	1%
26	On completion of 23rd slab	1%
27	On completion of internal plaster	10%
28	On completion of plumbing, flooring and electrical work	10%
29	On completion of external plaster	5%
30	On possession	5%

It is agreed that, each of the aforesaid instalments amount subject to Income Tax TDS u/s 194 IA of the Income Tax Act, shall be accompanied with additional separate cheques payable towards GST and any other tax levied in future. The aforesaid amount towards GST / any other Tax, is subject to change, as per prevailing rules and regulations from time to time.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Goods and Service Tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the

Developer) up to the date of handing over the possession of the said premises.

Subject to the terms of this Agreement and the Developer abiding by the construction mile stones, the Allottee/s shall make all pay21ments, on demand by the Developer, within the stipulated time as mentioned in the Payment Schedule through A/c Payee Cheque/demand draft only or online payment (as applicable) in favour of "_____ _____ RERA A/C No. _____", IFSC Code – _____. Branch-_____.

6. It is expressly agreed that the Allottee/s shall be entitled to use the common areas and facilities in respect of the said Building and the usage of the same shall be in common with the purchasers/occupants/users/ Allottees of the other premises in the said Building and the nature, extent and description of such common areas and facilities is set out and more particularly described in the **Third Schedule** hereunder written. It is hereby agreed that the Developer have the exclusive right to Allott/ sell/give permanent right to use the open space in front of the shop/office/commercial premises on ground floor with surrounding open space, which may be abutting to the said respective shop/office/commercial premises for the exclusive use of the Allottee/s of the said premises and the Allottee/s and the Society shall not have any objection in this regards. It is hereby agreed that the Developer have the exclusive right to Allott/ sell/give permanent right to use terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting to the respective premises for the exclusive use of the Allottee/s of such premises. It is hereby agreed that the areas mentioned in the **Third Schedule** written hereunder under the heading Common Areas and Facilities only shall be common areas and facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities including those but not limited to more particularly described in the **Fourth Schedule** hereunder

written and alienate and dispose of the same in such manner as the Developer think fit and proper.

7. **(a)** 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 Developer undertake and agree that while raising a demand on the Allotee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer 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 Allotee/s, which shall only be applicable on subsequent payments.

(b) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allotee/s by discounting such early payments @ ___% per annum for the period by which the respective instalment has been preponed.

(c) The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser/s by the Developer.

(d) The Developer shall confirm the final carpet area of the said premises after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated, if necessary, upon confirmation by the Developer. If there is any reduction in the carpet area over and above the defined limit, then the Developer shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area of the said premises, the Developer 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 square meter as agreed in this Agreement.

(e) The Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allotee/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

8. The Developer hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter and shall, before handing over possession of the premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said premises.

9. Time is essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the project and handing over the premises to the Allottee/s and the Society after receiving the occupancy certificate.

Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided herein above. ("Payment Plan").

10. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only (including Fungible FSI) and Developer has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based

on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

11. If the Developer fails to abide by the time schedule for completing the project and handing over the premises to the Allottee/s, the 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 Developer, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Developer.

12. Without prejudice to the right of Developer to charge interest in terms of sub clause 10 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developer 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 Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s 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/s fails

to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) 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/s to the Developer.

13. The fixture fittings and amenities to be provided by the Developer in the said building and the premises are those that are set out in ***Annexure 'F'*** hereto. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said premises on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible.

14. The Promoter shall give possession of the premises to the Allottee/s on or before __/__/_____. If the Promoter fails or neglects to give possession of the premises to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the premises with interest at the same rate as may mentioned in the clause 10 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid

PROVIDED THAT the Developer shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid date, if the completion of the building in which the premises is to be situate is delayed on account

(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.

PROCEDURE FOR TAKING POSSESSION:

(i) The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the premises, to the Allottee/s in terms of this Agreement to be taken within Fifteen (15) days from the date of issue of such notice and the Developer shall give possession of the premises to the Allottee/s. The Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s agree(s) to pay the maintenance charges as determined by the Developer from the date of Occupation Certificate. The Developer on its behalf shall offer the possession to the Allottee/s in writing within Seven (7) days of receiving the occupancy certificate of the Project.

(ii) The Allottee/s shall take possession of the premises within Fifteen (15) days of the written notice from the promotor to the Allottee/s intimating that the said premises are ready for use and occupancy:

15. Failure of the Allottee/s to take possession of the said premises: Upon receiving a written intimation from the Developer as stated hereinabove, the Allotee/s shall take possession of the said premises from the Developer by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the

Developer shall give possession of the said premises to the Allotee/s. In case the Allotee/s fails to take possession within the time provided herein such Purchaser/s shall continue to be liable to pay maintenance charges, service charges etc. from the date of Occupation Certificate.

16. If within a period of five years from the date of handing over the premises to the Allottee/s, the Allottee/s brings to the notice of the Developer 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 Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer compensation for such defect in the manner as provided under the Act.

17. The Allottee/s shall use the premises or any part thereof or permit the same to be used only for purpose of residence. He shall use the Mechanical/Tower parking space only for purpose of keeping or parking vehicle.

18. Within Seven (7) days after notice in writing is given by the Developer to the Allottee/s that the premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share from the date of Occupation Certificate (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. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Developer provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month towards the outgoings.

19. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts :-

1	Rs. _____/-	being charges towards electric connection/ electric meter plus GST as applicable
2	Rs. _____/-	being charges towards water connection/ water meter plus GST as applicable
3	Rs. _____/-	being charges towards MGL Gas Connections plus GST as applicable
4	Rs.600/-	being amount towards share money and membership fees
5	Rs._____/-	being amount towards proportionate contribution to the fund of the Society.
6	Rs._____/-	towards Maintenance deposit of Rs __/- Per Sq. Ft. for 12 months as mentioned above plus GST as applicable
7	Rs. _____/-	being legal fees plus GST as applicable
8	Rs. _____/-	towards Development charges Rs _____/- Per Sq Ft * ____ Sq Ft plus GST as applicable
	_____/-	TOTAL

20. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee/s as follows:

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

ii. The Developer 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 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 shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The Developer 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/s created herein, may prejudicially be affected;

vii. The Developer 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/s under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;

ix. The Developer 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;

x. 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 Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the premises at the Allottee/s'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/s in this behalf, the Allottee/s 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 Developer to the Allottee/s 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/s committing any act in contravention of the above provision, the Allottee/s 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 colour 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 Developer and/or the Society.

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 Developer within fifteen days of demand by the Developer, 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/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/s 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/s to the Developer under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt 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/s 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.

22. 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/s 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 Society.

23. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/s as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24. **ENTITLEMENT OF THE ALLOTTEE TO RAISE LOAN:** The Allottee/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said premises by offering the rights of the Allottee/s hereby created, as a security. However, such loan should be strictly personal to the Allottee/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Allottee/s, shall override the rights of the financial institution / bank / organization / employer in respect of the loan so availed of by the Allottee/s. No sum of such loan will be disbursed to the Allottee/s till the entire amount of Purchase Price is received by the Developer and till the Developer has received all other amounts hereunder receivable

by the Developer from the Allottee/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s. Once the Allottee/s has/have paid the full Purchase Price as payable under this Agreement and other amounts hereunder agreed to be paid by the Allottee/s and has/have taken possession of the said premises, thereafter due to non-payment of the loan by the Allottee/s, the recourse available to the financial institution would be only against the said premises and against the Allottee/s personally and not against the said property, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Developer.

25. MEMBERSHIP OF THE SOCIETY:

(i) The Developer shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

(ii) The Developer shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

26. The Developer has represented to the Allottee/s and the Allottee/s is made aware that:-

(i) The Allottee/s is/are aware that the building is deficient in open space and M.C.G.M./MHADA and Developer will not be held liable for the same in future.

(ii) That the Allottee/s agree for no objection for the neighborhood development with deficient open space in future and less height of habitable floor.

(iii) That the Allottee/s will not hold M.C.G.M. /MHADA /Developer liable for failure of mechanical/tower Parking system car lift in future.

(iv) That the Allottee/s will not hold M.C.G.M./MHADA/Developer, liable for the proposed inadequate/substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future.

(v) That there is inadequate maneuvering space of car parking's and Allottee/s will not make any complaint to M.C.G.M./MHADA/Developer in this regard in future

(vi) That the dry & wet garbage shall be separated & wet garbage generated in the building shall be treated separately on the same plot by the Allottee/s of the Developer.

27. The Allottee/s and/or the Society shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as

a. Water (Prevention and Control of Pollution) Act 1974

b. Air (Prevention and Control of Pollution) Act 1981

c. Environment (Prevention and Control of Pollution) Act 1986

d. H.W. (M & H) Rules

e. Maharashtra Pollution Control Board

f. Public Liability (Insurance) Act, 1991

g. Maharashtra Regional and Town Planning Act,1966

h. Maharashtra Land Revenue Code

i. DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars there under published by concerned government authorities / departments.

Provided further that where the Developer is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and the Society, shall co-operate and compensate the Developer

against the expenses as may incurred by the Developer for such compliance.

28. **TRANSFER OF THE SAID FLAT:** If the Allottee/s, before being put in possession of the said premises, desire/s to sell or transfer his/her/their interest in the said premises or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Allottee/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

29. **BINDING EFFECT:** Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee/s(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection

therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

30. **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/building, as the case may be.

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

32. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE/S:** 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.

33. **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.

34. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the RERA carpet area of the premises to the total RERA carpet area of all the flats in the Project.

35. **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.

36. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/s, after the Agreement is duly executed by the Allottee/s and the Developer 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.

37. The Allottee/s and/or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

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

Name of Allottee/s

_____

(Allottee/s Address)

_____

_____

_____

Notified Email ID

Name of Developer

_____

(Developer Address)

_____

_____

_____

Notified Email ID

It shall be the duty of the Allottee/s and the Developer 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 Developer or the Allottee/s, as the case may be.

39. JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee/s 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.

40. STAMP DUTY, REGISTRATION FEES AND GOODS AND SERVICE TAX (G.S.T): The charges towards stamp duty, registration fees and other out of pocket expenses on this Agreement shall be paid and borne by the Allottee/s. The Allottees/s shall also pay separately GST payable on this transaction and the same shall be paid together with the instalment of consideration amount.

41. **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 Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

42. **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.

43. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale / transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement.

44. Any delay tolerated, indulgence shown by the Developer in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Developer shall not be considered or construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Developer.

THE FIRST SCHEDULE

Description of the said property

All that piece and parcel of Plot of Land bearing Cluster Plot No.810, RSC-5, Survey No. 41, admeasuring about 2173.50 Sq.mtrs. of Village - Charkop, Taluka – Borivali, Dist.-Mumbai Suburban situate at Sector -8, Kandivali (West), Mumbai – 400 067.

THE SECOND SCHEDULE

Description of the said premises

Flat No. ___ admeasuring ___ square feet (Rera Carpet Area) on the **_____ floor** together with ___ Mechanical/Tower car parking space in the building **"_____"**, to be constructed at Sector -8, Kandivali (West), Mumbai – 400 067 to be constructed on the said property more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE

COMMON AREAS AND FACILITIES

The Allottee/s will have right to access along with acquirers/holders of the premises in the Proposed Building to the

a. Entrance lobby on the Ground Floor;

b. Society office room;

c. Compound areas (other than areas earmarked as car parking spaces);

d. Gymnasium (if and as permitted by the MHADA);

e. Lifts provided in the Proposed Building;

f. Staircase of the Proposed Building including the floor landing and the mid-landing, for the purpose of ingress and egress;

g. Terrace on the topmost floor of the Proposed Building.(Terrace and Open Balcony and Veranda Connected to any premises shall form part of the said premises)

h. Water storage tanks and water pipes, water meter and accessories.

i. Drainage and sewerage including septic tank and soak etc.

j. Electrical common load wiring, starters/switches and all common wirings.

k. Common lights in staircases, landings, gates, terrace and compounds.

l. Unallotted open bathroom spaces.

m. Compound gate/s.

n. Common compound walls.

THE FOURTH SCHEDULE

RESTRICTED COMMON AREAS AND FACILITIES

- Open space in front and surrounding open space, abutting to the shops/office premises in the compound including its exterior walls, for the exclusive use of such respective Allottee/s including for the exclusive use for the purposes of display, hoardings, advertisement, etc., by the said Allottee/s of the said shops/offices premises.

- any terrace/s or pocket terrace/s that may be abutting or adjoining any premises;
- Parking Spaces in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED AND DELIVERED by)

the within named **Developer**:)

M/S. BHAIRAV SMILE INFRAPROJECTS)

through its Partners)

_____)

in presence of two independent witnesses)

1.

2.

SIGNED AND DELIVERED)

By the within named "**Allottee/s"**)

(1) _____)

(2) _____)

(3) _____)

in presence of two independent witnesses)

1.

2.

RECEIPT

RECEIVED of and from the within named Allottee/s a total sum of Rs. _____/- (Rupees _____ Only) being amount paid to us, as and by way of earnest money/part Purchase Price as per the details mentioned herein below: -

No.	Date	Cheque No.	Bank Details	Amount
1				
2				
3				
4				
5				

We Say Received
For M/S. BHAIRAV SMILE INFRAPROJECTS

(_____)
Partner

Witness:

1.

2.