Agreement For Sale

This Agreement made at.....this.....day of..... in the year Two Thousand and ..... between **Hema Apartments Co-operative Housing Society Limited**, a society registered under the provisions of Maharashtra Co-operative Housing Society Act, 1960 bearing Registration No. BOM/HSG/ 3455 OF 1972, and having its registered office at 353-B/38, Ghatkopar (East), Mumbai - 400077, represented through its [●] Chairman [●] Secretary and [●] Treasurer hereinafter referred to as **"the Promoter"** of the One Part and **(.....) an Indian Inhabitant,** having address at _____ hereinafter referred to as **" the Allottee/Member"** of the Other Part.

A. The Promoter / Society is the owner of and solely and absolutely seized and possessed of, otherwise well and sufficiently entitled to all that pieces and parcels of the plot of land bearing Plot No. 353-B/38 forming a part of the larger portion of Plot No. 353-B of the town planning scheme No III, bearing CTS No. 5741/38 and admeasuring about 672.20 (Six Hundred and Seventy Two point Twenty) square meters *(as per Property Register Card)* and 681.5 (Six Hundred and Eighty One point Five) square meters equivalent to 815 (Eight Hundred and Fifteen) square yards *(as per Indenture of Conveyance bearing number BOM/S/3233 of 1973)* lying and situated within the registration district and sub-district of Mumbai City and suburbs and within the limits of Municipal Corporation of Greater Mumbai and situated at Vallabh Baugh lane extension, Ghatkopar (East), Mumbai – 400077 **("Land")** together with a Building standing thereon known as 'Hema Apartments' consisting of ground plus 3 (Three) upper floors comprising of 19 (Nineteen) residential flats (hereinafter referred to as "**Building**"). The Society comprises of 19 (Nineteen) members. The Land and the Building shall jointly be referred to as the "**Property".** The Land is shown by red colour boundary lines on the property plan thereof hereto annexed and marked as **Annexure "1"** and more particularly described in the **"First Schedule**" hereunder written. A copy of the property register card of the Land is annexed hereto as **Annexure "2".**

B. By virtue of Indenture of Conveyance dated March 29, 1972 registered in the office of the Sub-Registrar of Assurances at Bombay bearing serial no BOM/R/1443 of 1972 executed by and between Master Deepak Narottamdas Shah, a minor then represented by his legal guardian and father Mr. Narottamdas Keshavlal Shah, as the vendor as defined therein, ("Vendors"), T.K. Verlekar, as the first confirming party as defined therein, Ghatkopar Udayachal Co-operative Housing Society Limited, as the second confirming party as defined therein, Damji Shamji Shah, as the third confirming party as defined therein, Mohanlal Laxmidas, promoter of the Society, as the fourth confirming party as defined therein (Collectively referred to as **"Confirming Parties"**) and the Society, as the purchaser as defined therein, the Vendors sold, assigned, conveyed and transferred all its right, title and interest in the vacant parcel of Land in favour of the Society with the confirmation of the Confirming Parties for such consideration and such other terms and conditions as more precisely mentioned therein **("Indenture of Conveyance")**. As stated in the Indenture of Conveyance, the Confirming Parties were made confirming parties to the said Indenture of Conveyance due to some of their payments which were either pending or due to some defaults which were not cured by them.

C. The construction of the Building had commenced in and around April 1972 and the commencement certificate was procured in the favour of the Society on April 28, 1972 bearing number CE/1618//BSIII/AN. The Building was completed and the Building Completion Certificate of the Building was granted by Municipal Corporation of Greater Mumbai to the Society on March 01, 1973.

D. As recorded in the Indenture of Reconveyance (as defined hereinunder), by virtue of an Indenture of Mortgage dated May 29, 1973 which was lodged for registration before the office of the Sub-Registrar of Assurances at Mumbai under serial no S-92 of 1973 executed by and between the Society, as the mortgagors therein, and (i) Mr. Damji Shamji Shah, (ii) Mr. Chandrakant Damji Shah, (iii) Mr. Vasantlal Damji Shah and (iv) Dinesh Chandra Khetsy as the mortgagees therein, ("Collectively defined as the ***Mortgagees"***), the Society created mortgage and all incidental right, title and interest in the Land in favour of the Mortgagees therein on such terms and conditions as more precisely mentioned therein **("Indenture of Mortgage").** We have not been provided with the copy of the said Indenture of Mortgage.

E. Thereafter, the Society repaid the said loan amount as set out in the Indenture of Mortgage together with all the interest so payable under the Indenture of Mortgage to the full and final satisfaction of the Mortgagees and consequently, by virtue of Indenture of Re-Conveyance dated December 21, 1973, registered in the office of the Sub-Registrar of Assurances at Mumbai BOM/S/3233 of 1973, the Mortgagees reconveyed the said Land in favour of the Society and all its right, title and interest under the Indenture of Mortgage in satisfaction of its loan amount **("Indenture of Reconveyance").**

F. The Property Register Card records the name 'the Secretary Hema Apartment Co-operative Housing Society Limited' as the Holder of the Land.

G. Accordingly, the Society became seized and possessed of and otherwise sufficiently entitled to the Property.

H. The flats in the Building are currently been occupied by 19 (Nineteen) members, being the bonafide members and shareholders of the Promoter Society (along with their families) (**"Members**").

I. The Building was constructed approximately 50 (Fifty) years ago respectively and required extensive repairs, both internally and externally. Further, the condition of the Building was also dilapidated. Considering the cost for undertaking such repairs and maintenance, the Society considers it desirable to demolish the Building and reconstruct/redevelop a new building **("New Building(s)")** by utilizing the land floor space index ("**FSI**") and/or Fungible FSI relating to and arising out of the Land as per the then prevailing D. C. Regulations, 2034 (as may be amended and modified from time to time).

J. Therefore, after considering various aspects in detail, in its special general body meeting held on **[●]**, Promoter / Society in its special general body meeting held on **[●]** had decided to go for self-redevelopment of its Property.

K. Accordingly, the Promoter / Society has resolved to redevelop its Building under the latest Development Control Regulations, read with the Real Estate (Regulation and Development) Act, 2016 and Rules and other applicable laws (hereinafter referred to as **'Project')** by way of self-redevelopment and accordingly passed a resolution in the Special General Body meeting held on [●].

L. The existing Member is holding _____shares of the Promoter/Society bearing distinctive numbers [_____] to [_____] (both inclusive) evidenced by a share certificate no. [_____] issued by the Promoter and was in occupation/possession of a flat no. [_____] admeasuring [_____] square feet (carpet area) on [_____] floor of the Building ("**Existing Premises**"). The Existing Premises is described in [●] Schedule hereunder written.

M. The Promoter has now obtained an intimation of disapproval dated [_____] ("**IOD**") and procured approved plans in respect of the New Building. A copy of the IOD has been attached hereto as **Annexure "__"**.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter / Society is in possession of theproject land

AND WHEREAS the Promoter has proposed to construct on the project Land *(here specify number of buildings and wings thereof)* ..... having_____*(here specify number of Basements,/podiums/stilt and upper floors).*

AND WHEREAS the Allottee is offered an apartment bearing number_____on the _____ floor, (herein after referred to as the said **"New Flat /Apartment"**) and car parking space bearing no. _____ ("**New Car Parking Space**") in the _____ wing of the Building called_____ (herein after referred to as the said **"New Building"**) being constructed in the phase of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

Comment [SL1]: Society to confirm

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Maharashtra bearing no_____; authenticatedcopy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion ofthe building/buildings.

AND WHEREAS by virtue of the permanent alternate accomodation, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project Land and to enter into Agreement/s with the allottee(s)/s of

the apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs andspecifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract or any other relevant revenue record showing the natureof the title of the Promoter to the project land on which the Apartments are constructed or areto be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project Land and the said New Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said New Building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said New building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ..... on .....floor in wing situated in the New Building No. being constructed in the_____phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said

Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees.....) only, being part payment of the sale
consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at __no._____;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

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

1. The Promoter shall construct the said building/s consisting of .....basement and ground/ stilt, /..... podiums, and ..... upper floors on the project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type....of carpet area admeasuring ..... sq. metres on ..... floor in the building_____/wing (hereinafter referred to as "**the Apartment")** as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for

the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____situated at _____Basement and/or stilt and /or___podium being constructed in the layout for the consideration of Rs._____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby 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._____/-.

1(b) The total aggregate consideration amount for the apartment including garages/coveredparking spaces is thus Rs._/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____(Rupees_____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, flooringsdoors and windows of the said Apartment.
v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in whichthe said Apartment is located.
vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical

fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancycertificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out theProject payable by the Promoter) up to the date of handing over the possession of the Apartment.

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

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the New 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 upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from theconcerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee 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 Promoter as provided in clause 1
(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project Land is ..... square meters only and Promoter 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 Promoter hasdisclosed the Floor Space Index of_ as proposed to be utilized by him on theproject land in the said Project and Allottee has agreed to purchase the said Apartmentbased on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said New Building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20__. If the Promoter fails or neglects to give possession of the Apartment to the Allottee 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 the amounts already received by him in respect of the Apartmentwith interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which theApartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities,undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the New Building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purpose He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project Land and New 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 shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings.

9. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society.
(ii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society
(iii) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society.
(iv) Rs……. For Deposit towards Water, Electric, and other

utility and services connection charges &

(v) Rs_____for deposits of electrical receiving and Sub Station provided in Layout

10. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

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

iii. There are no encumbrances upon the project Land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project Land or Project except those disclosed in the title report;

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

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

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

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

ix. The Promoter 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 Promoter in respect of the project Land.

12. The Allottee/s or himself/themselves with intention to bring all persons into whosoeverhands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the New Building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment 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 New Building in which the Apartment is situated, including entrances of the New Building in which the Apartment is situated and in case any damage is caused to the New Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of 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 New Building in which the Apartment 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 Apartment in the compound or any portion of the project Land and the New Building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the New Building in which the Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said New Buildings or any part thereof to view and examine the state and condition thereof.

13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15A. In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees/ charges for services/ commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ Allottee/ both, as the case may be, in accordance with the agreed terms of payment.

Comment [SL2]: Society to confirm

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Land and New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

16. BINDING EFFECT

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

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

17. 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 Apartment.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

20. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

22. 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.

23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ___after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at ___.

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

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

_____Name of Allottee
_____(Allottee's Address)Notified Email ID:_____

M/s_____Promoter name
_____(Promoter Address)Notified Email ID:_____

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

26. JOINT ALLOTTEES

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

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

28. Dispute Resolution:- Any dispute between parties shall be settled amicably. Incase of failure to settle the dispute amicably, both the parties shall mutually appoint a sole

arbitrator, failing which the same shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996.

29. 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 thecourts of Mumbai will have the jurisdiction for this Agreement

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for sale at_____*(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

ALL THAT piece or parcel of land bearing Plot No. 353-B/38 forming a part of the larger portion of Plot No. 353-B of the town planning scheme No III, bearing CTS No. 5741/38 and admeasuring about 672.20 (Six Hundred and Seventy Two point Twenty) square meters *(as per Property Register Card)* and 681.5 (Six Hundred and Eighty One point Five) square meters equivalent to 815 (Eight Hundred and Fifteen) square yards *(as per Indenture of Conveyance bearing number BOM/S/3233 of 1973)* lying and situated within the registration district and sub-district of Mumbai City and suburbs and within the limits of Municipal Corporation of Greater Mumbai and situated at Vallabh Baugh lane extension, Ghatkopar (East), Mumbai – 400077 together with a Building standing thereon known as 'Hema Apartments' consisting of ground plus 3 (Three) upper floors comprising of 19 (Nineteen) residential flats. The Land is bounded as follows :-

On or towards the North : By Plot No. 353-B/37;
On or towards the South : Boundary of TPS III;
On or towards the East : Boundary of TPS III; and
On or towards the West : Partly by Plot No. 353-B/28 and partly by internal means of access "G".

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

(2)_____

At_____on_____

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

in the presence of WITNESSES:

1. Name_____
   Signature
   _____

2. Name_____
   Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) HEMA APARTMENTS CO-OPERATIVE HOUSING SOCIETY LTD
(Authorized Signatory) WITNESSES:

Please affix photograph and sign across the photograph

Name_____
Signature _____
Name_____
Signature
_____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

DETAILS OF NEW FLAT AND NEW CAR PARKING TO BE ALLOTTED TO THE EXISTING MEMBER:

Flat No. _____ on _____ Floor, admeasuring total _____ Square Feet Carpet Area, Car Parking on_____ in the New Building known as'_____', situated at [●].

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

No.
RE. :

Name of the Attorney at Law/Advocate,Address :
Date :