

#### **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** (“**said Agreement**”) is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year **Two Thousand and Twenty-Four (2024)**;

BY AND BETWEEN;

**M/s. BALI SPACES LLP**, a Limited Liability Partnership, having its Registered Office at Office No. 04, 1st Floor, A Wing, Onkar, General A. K. Vaidya Marg, Dindoshi, Malad (East), Mumbai 400 097 through its Designated Partner **SHRI SUSHANT VIJAY PARMAR**, hereinafter referred to as “**PROMOTER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their partners from time to time, heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

**SHRI. /SMT.** \_\_\_\_\_ aged about \_\_\_\_\_  
**years,** Indian Inhabitant/s at present residing at

\_\_\_\_\_, hereinafter referred to as **“THE PURCHASER/S / ALLOTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their executors, administrators, successors and permitted assigns) of the **OTHER PART/S**;

**WHEREAS:**

- A. The Jawahar Nagar Co-operative Housing Society Ltd., a society registered at No. B-323 to 1947, under the provisions of Section 10 of THE BOMBAY ACT, VII of 1925 and deemed to be registered under the provisions of Maharashtra Co-operative Societies Act, having its office at 27, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai 400104 (hereinafter referred to as THE SAID PARENT SOCIETY) is lawful owner of the entire estate of Jawahar Nagar, bearing Survey Nos. 105, 110 and 146 to 147 including a plot of land being Plot No. 163 of the Common Layout Scheme Known as ‘Jawahar Nagar’ bearing Survey No. 110A, Hissa No. 2 now corresponding to CTS No. 638, 638/1 to 12 admeasuring 688.10 Sq. Mtrs. as per P. R. Card (Property Register Card) or thereabout in aggregate (after deduction of 63.40 Sq. Mtrs. area affected under the set-back for widening of the Road No. 2 as per P. R. Card) situate, being and lying in Revenue Village Pahadi – Goregaon (West), Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated at Jawahar Nagar, Goregaon (West), Mumbai – 400 104 (Old number – 400 062) more particularly described in the Schedule of Property hereunder written (hereinafter for the sake brevity referred to as "the said Land").
- B. By and under a Deed of Lease dated 1st October 1948 registered with the Sub-Registrar of Assurances at Bandra, Bombay executed between Jawahar Nagar Co-op. Housing Society Ltd. (therein referred to as ‘the Lessor’) and Shri Kantilal Shamaldas Doshi (therein referred to as ‘the Lessee’), the Principal/Parent Society demised unto the said Kantilal Shamaldas Doshi, by way of a lease for a period of 998 years, a plot of land being Plot No. 163 of the Common Layout Scheme Known as ‘Jawahar Nagar’ bearing Survey No. 110A, Hissa No. 2 now corresponding

to CTS No. 638, 638/1 to 12 admeasuring **688.10 Sq. Mtrs.** as per P. R. Card (Property Register Card) or thereabout in aggregate (after deduction of 63.40 Sq. Mtrs. area affected under the set-back for widening of the Road No. 2 as per P. R. Card) situate, being and lying in Revenue Village Pahadi – Goregaon (West), Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated at Jawahar Nagar, Goregaon (West), Mumbai – 400 104 (Old number – 400 062) and more particularly described in the **SCHEDULE** hereunder (hereinafter referred to as **‘the said Property’**) for the consideration and on the terms and conditions mentioned therein.

- C. The Jawahar Nagar Co-operative Housing Society Ltd. had admitted the said Lessee i.e. Kantilal Shamaldas Doshi as a bonafide allottee member of the Principal/Parent Society and he was issued 10 (Ten) Shares of Rs.10/- each aggregating to Rs.100/- bearing Distinctive Nos. 1781 to 1790, under Share Certificate No. 179 (hereinafter called ‘the said Shares’) coupled with rights to occupy and possess the Larger Property as a Lessee thereof;
- D. The said Property was falling in ‘the Residential Zone’, however, an area 63.40 sq. mtrs. got affected under the set-back for widening of the Road No. 2, under the Development Plan then published and sanctioned by the State Government. Therefore, ultimately the set-back area to the extent of 63.40 sq. mtrs. to be handed over to M.C.G.M.;
- E. The said Kantilal Shamaldas Doshi on or about on 18/05/1958 with the consent of said Parent Society demised unto one Shri. Jankilal Shaligram (said Jankilal) and Shri. Ramchandra Shaligram the said property/plot of land upon terms, conditions and consideration more particularly recorded therein between them. Subsequently, Shri. Jankilal Shaligram and Shri. Ramchandra Shaligram on or about on 16/10/1959 with the consent of said Parent Society demised unto Shri. Jankilal Shaligram the said property/plot of land upon terms, conditions and consideration more particularly recorded therein between them.
- F. The said Shri. Jankilal Shaligram (said Jankilal) initiated necessary steps for development of the said Property and accordingly, the said Jankilal got necessary approval/sanction/amendment of the plans from the Municipal Corporation of Greater Mumbai for the construction of the new building on the said Plot of land and accordingly as per the sanctions and approvals, said Jankilal constructed the building thereon consisting of

ground and two upper floors;

- G. Thereafter, said Shri. Jankilal Shaligram (said Jankilal) agreed to assign and transfer the said property alongwith the said constructed building thereupon and accordingly said Jankilal on or about on 22-06-1963 sold assigned and transferred all his right, title and interest in respect of said property in favour of one Mr. Manubhai Sutaria with the consent of the said parent society upon terms, conditions and considerations decided therein.
- H. Consequently, said Shri. Manubhai Sutaria also agreed to sell, assign and transfer the said property alongwith the said constructed building thereupon and accordingly said Manubhai Sutaria in or about on 23rd January, 1976 sold, assigned and transferred all his right, title and interest in respect of said property alongwith appurtenances in favour of one Smt. Yoginiben B. Barot and Jitendrakumar S. Brahmbhatt (said Yoginiben and Jitendrakumar) with the consent of the said parent society upon terms, conditions and considerations decided therein.
- I. Said Yoginiben and Jitendrakumar initiated necessary steps for construction of third upper floor being residential premises on the existing building of ground plus two upper floors, with further provision for construction on third floor on the said Property and in furtherance, the said Yoginiben and Jitendrakumar got necessary approval/ sanction/ amendment of the plans from the concerned Municipal Corporation of Greater Mumbai for the construction of the third floor on the existing building consisting of ground and two upper floors on the said Property/Plot of land together with the proportionate benefits of FSI in lieu of set-back area affected for widening of Road No. 2, in accordance with the then prevailing Development Control Regulations;
- J. Subsequently, said Yoginiben and Jitendrakumar in accordance with the said sanctioned building plans commenced the construction work of the said proposed third floor however, due to unexpected inconvenience they failed to proceed promptly with the said construction of proposed third floor and to complete the same and the said proposed constructed was halted.
- K. Thereafter, the Developers being one Shri. Kirit D. Doshi, (2) Bhagirath D. Doshi and Shri Bhupesh D. Doshi requested the said Yoginiben and Jitendrakumar to permit them to continue and carry out the remaining construction or to reconstruct and complete the construction of

proposed third upper floor and to sell the newly constructed residential premises to be constructed on the third floor to the said Developer therein on ownership basis in the said existing building and accordingly said Yoginiben and Jitendrakumar (therein referred to as the said “Owners”) vide Agreement for Development thereby granted the development rights in favour of Shri Kirit D. Doshi, Shri Bhagirath D. Doshi and Shri Bhupesh D. Doshi (therein referred to as the said Developers) to complete the construction of the said proposed third floor on the said building and said Yoginiben and Jitendrakumar (therein referred to as the said “Owners”) vide Agreement for Sale agreed to sell the said newly constructed residential premises to be constructed on third floor to Shri. Kirit D. Doshi, (2) Bhagirath D. Doshi and Shri Bhupesh D. Doshi (therein referred to as the said Purchasers) upon terms, conditions and considerations more particularly recorded therein.

- L. As such, Shri Kirit D. Doshi, Shri Bhagirath D. Doshi and Shri Bhupesh D. Doshi (therein referred to as the said Developers) constructed the third floor on the said existing building now known as ‘Sutaria Bldg’ [consisting of ground plus two plus three part upper floors without lift, having 25 (Twenty Five) residential flats and 4 (Four) Shops, and 2 (Two) Garages in all 31 (Thirty One) units], in accordance with the building plans approved/sanctioned and/or amended by the Municipal Corporation of Greater Mumbai, by consuming F.S.I. generated from the said plot and also, utilizing proportionate FSI in lieu of the portion which was affected under the set-back area for widening of Road No. 2 as stated above).
- M. Municipal Corporation of Greater Mumbai has also issued a Building Completion Certificate No. CE/1870/BSII/AP dated 6/7/1976 in respect of the said building constructed on the said property and plans for 3rd part upper floor were also approved under File No. CE/3164/BP(WS)A/P dated 25-03-1980;
- N. The flats/shop/garage in the said building now known as ‘Sutaria’ was originally let out to various monthly tenants at monthly rents payable to the said Yoginiben and Jitendrakumar as per the mutually agreed terms and conditions;
- O. The various monthly tenants occupying the respective units in the said building known as ‘Sutaria Building’ approached the said Yoginiben and Jitendrakumar with an offer for purchasing and acquiring the said units on ownership basis. In pursuance thereof, the said Yoginiben and

Jitendrakumar entered into diverse Agreements with concerned monthly tenants for sale 'on ownership basis' of the respective shops/flats in the said building known as 'Sutaria Building' on the terms and conditions as specified in the said Individual Agreements and appropriated the sale proceeds thereof;

- P. The said Yoginiben and Jitendrakumar vide Agreement for Sale dated 18th September 1985 agreed to sell, assign and transfer the said property alongwith the said constructed building thereupon and simultaneously execute the conveyance in respect of said property alongwith the building and two garages in favour of the members of the then proposed 'Sutaria Co-operative Housing Society Ltd.' for the agreed consideration.
- Q. The respective flat holders of the said building i.e. 'Sutaria Building' formed and registered a Co-operative Housing Society viz. 'Sutaria Co-operative Housing Society Ltd.' under the Maharashtra Co-operative Societies Act, 1960 and Rules framed thereunder bearing No. BOM/WP/HSG/(TC)/1719/85-86 dated 14/1/1986 (i.e. the Society herein) which has been and is managing the affairs of the said property till date.
- R. Society in its Special General Body Meeting held on 10th March 2012 originally decided to undertake the redevelopment of the said property by demolishing the existing building and by constructing a new building thereon, by utilizing full FSI and obtaining Transferable Development Rights (TDR) in accordance with the prevailing Development Control Regulations;
- S. The said property coupled with the said shares were however not transferred and conveyed/assigned to the Society by original promoters. At such juncture the Society decided to engage professional developers through Society's Project Management Consultants, M/s Palash PMC LLP. In pursuance thereof, the Society through PMC decided to invite offers from the competent and reputed Developers to carry out the redevelopment of the said Property, for the construction of the new building thereon, in order to accommodate the existing 31 (Thirty One) bonafide members of the Society, in the respective flats/shops/garages in the proposed new building and to sell the remaining constructed area by way of flats/shops in the open market to the prospective buyers and for this purpose to consume available FSI and also to utilize permissible TDR / Fungible FSI / FSI in accordance with the prevailing Development Control Regulations for Greater Mumbai, 2034 as amended till date, to be

obtained by such Developer, from the open market in the name of the Society, at the Developer's own costs and expenses, for the aforesaid purposes;

- T. Accordingly, the Society through PMC invited offers from the intending Developers to undertake the redevelopment of the said property and in response, the Society received various offers from the intending developers, pertaining to the redevelopment of the said property owned by the Society and after evaluation of all the offers received by the Society from the said intending Developers on its merits and thorough scrutiny made by the PMC and Managing/Redevelopment Committee of the Society and thereafter, on detailed discussion, comparisons and deliberations held in the Special General Body Meetings of the Society from time to time, it was by majority resolved to accept the proposal of the Developers herein i.e. BALI SPACES LLP (previously through sister concern of Developer i.e. Bali Engicons LLP) and allow and permit them to undertake the redevelopment of the said property and for the construction of new multi-storied building thereon, subject to final approval in the Special General Body Meeting;
- U. Accordingly, in the Special General Body Meeting of the Society held on 12-07-2019 the proceedings were conducted and several aspect in respect of the proposed redevelopment of the Society's property have been discussed and after considering vital issues, it was by majority resolved to appoint BALI SPACES LLP (previously Bali Engicons LLP) as the sole & exclusive Developer, in order to undertake the redevelopment of the said property and as per their offer letter dated 13-06-2019 and subject to terms and conditions agreed upon by and between the Society and the Developer herein. On the basis of further clarity from the MCGM, the Developer improved his offer dated 13-06-2019 and submitted new revised offer dated 23-07-2019, which was accepted by the Society.
- V. It is the obligation of Society to give individual consents of majority members of the Society for the proposed redevelopment of the Society's property through BALI SPACES LLP (previously Bali Engicons LLP) as the sole & exclusive Developer in terms of the resolutions passed in the aforesaid Special General Body Meeting of the Society held on 12-07-2019.
- W. As such, by a Letter of Intent dated 03-08-2019, the Society informed the Developer herein that pursuant to the aforesaid Special General Body

Meeting and the resolutions passed therein, the new revised offer dated 23-07-2019 of the Developer herein, for the construction of the new residential building after demolition of the existing building, has been accepted by majority and also intimated the Developer herein to prepare the necessary documents and other necessary papers/writings etc. to be executed by and between the parties hereto, relating to the proposed project.

- X. Accordingly, the Developer furnished the draft Memorandum of Understanding (MOU) with other documents/ writings etc. for approval of the Society and in the meeting of the Special General Body of the Society held on 17-12-2019 the said draft of Memorandum of Understanding and other writings etc. to be executed by the Society in favour of the Developer herein were read over and discussed and with necessary changes, the same were approved by majority and finalized for due execution thereof. It was also resolved in the said meeting that the any two of the office bearers of the Society viz.(1) Mr.Kartik Bhanushali, Chairman (2) Mr.Rakesh Doshi, Secretary & (3) Mr.Ashok Dubey, Treasurer respectively alongwith with other committee members, are empowered and authorized for and on behalf of the Society, to finalize and execute and register the necessary documents, deeds, papers etc. in consultation with the Managing Committee, in favour of the Developer herein, for the redevelopment of the Society's property and subsequently the Memorandum of Understanding (MOU) was duly executed on 23-06-2020 between the Sutaria CHSL and the developer BALI SPACES LLP (previously Bali Engicons LLP);
- Y. During such period, the parties herein acted upon the aforesaid writing (MOU) inter-alia the Developer engaged and commenced the process to avail the Assignment in favour of Society for then intended Redevelopment and resultant of which society with the complete assistance and expenses of the Developer herein submitted the Application for Unilateral Deemed Conveyance with respect to the said property before Hon'ble District Dy. Registrar of Co-operative Societies, Mumbai City (4). The **Hon'ble District Dy. Registrar** vide **Order** dated **28-12-2021** was pleased to allow the application of the Society and executed **Deed of Assignment of Lease (Unilateral Deemed Conveyance)** in favour of the said Society dated **18-10-2022**. The Society thereafter with assistance of Developer registered the formal Deed of Assignment of

Lease (Unilateral Deemed Conveyance) on **09-11-2022** duly registered with office of Sub-Registrar of Assurances under **Sr. No. BRL-6-22601-2022**.

- Z. Pursuant to the registration of the Deed of Assignment of Lease (Unilateral Deemed Conveyance), the Society with the complete assistance and expenses of the Developer herein applied to the City Survey Department to endorse the name of Sutaria CHSL on the Property Register Cards of plot bearing CTS No. 638, 638/1 to 12. **Vide Mutation Entry** dated **12-12-2022**, the name of the Society was endorsed on the **Property Register Cards** in respect of the said Property being CTS No. 638, 638/1 to 12. Annexed to this agreement and marked **ANNEXURE – ‘\_\_\_’** is a photocopy of the Property Register Card and City Survey Plan of the said Property.
- AA. The Sutaria CHSL, the said Society vide their letter dated 13-09-2022 have applied for the permission/consent/NOC of the Parent Society and intimated about the Order of the D.D.R. dated 28-12-2021 in favour of Sutaria CHSL and execution of Deed of Assignment. The said Society in pursuance to the registration of the formal Deed of Assignment of Lease (Unilateral Deemed Conveyance) applied before the Parent Society and requested the Parent Society to transfer the rights, all record, membership, share etc. pertaining to the said plot in favour of Society i.e. Sutaria CHSL vide letters dated 8-11-2022, 29-11-2022 and 25-01-2023. The permission/consent of the Parent Society was issued on **08-06-2023**.
- BB. Resultant of the above said Society seized, possessed and well sufficiently entitled of said Property being all that piece and parcel of plot of land being Plot No. 163 of the Common Layout Scheme Known as ‘Jawahar Nagar’ bearing Survey No. 110A, Hissa No. 2 now corresponding to CTS No. 638, 638/1 to 12 admeasuring 688.10 Sq. Mtrs. as per P. R. Card (Property Register Card) or thereabout in aggregate (after deduction of 63.40 Sq. Mtrs. area affected under the set-back for widening of the Road No. 2 as per P. R. Card) situate, being and lying in Revenue Village Pahadi – Goregaon (West), Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated at Jawahar Nagar, Goregaon (West), Mumbai – 400 104 (Old number – 400 062) alongwith then structure standing thereon occupied by various members more particularly described in the **FIRST SCHEDULE** of Property hereunder written.

- CC. Society accordingly granted redevelopment rights in favour of the said developer by executing **Development Agreement dated 31/03/2023** duly registered with the Sub-Registrar of Assurance bearing Registration No. **BRL-6-6462-2023** (Said Development Agreement) and **Power of Attorney** duly registered with the Sub-Registrar of Assurance bearing Registration No. **BRL-6-6465-2023 dated 31/03/2023** (said POA) (said Development Agreement and said POA are collectively hereinafter referred to as the said earlier Writings). A copy of **Index-II** of the said **Development Agreement** is annexed to this agreement and marked as **ANNEXURE – ‘\_\_\_’**.
- DD. The Promoters desired of developing the said property in lieu of then existing building originally standing on the said property known as “Sutaria CHS Limited” (hereinafter referred to as the “said Old Building”) and constructing thereon new multi-storied building to be known as (Bali Serenity) (hereinafter referred to as the “said Building”) in accordance with the provisions of applicable Development Control Regulations 2034 more particularly D.C. Regulations, 2034 and the Mumbai Municipal Corporation Act and the Rules and Bye Laws framed there under and/or any other Act as applicable in that behalf on ownership basis without creating any right in said land/property.
- EE. Said Old building was consisting of 31 members/occupiers and upon request of the Promoter herein, the members/ occupiers in majority gave cooperation, to enable Promoter to develop the said property described in the First schedule hereunder written. Upon members/ occupiers co-operating to the fullest extent with the promoter, to enable the Promoter to develop the said property and comply with the terms and conditions of Redevelopment Agreement, the Promoter decided to commence with the Development work of the said property by demolishing the existing structure, and to construct a new building and sell units on ownership basis. The Society and Promoter in view of terms of the Development agreement informed the members/ occupiers that existing structure of the members/ occupiers needs to be demolished. Promoters under the Development Agreement are obligated to provide the members/occupiers with new Apartment i.e. Permanent Alternate Accommodation on ownership basis free of costs and also to submit the Building Plans to MCGM for approval/sanction for the purpose of construction of the new building. Promoter accordingly availed the **IOD** on **06-07-2023** bearing Sr.

No. **P-16294/2023/(638)/P/S Ward/PAHADI GOREGAON-W/IOD/1/New** and consequently, necessary individual agreements were entered between the parties to record their terms relating to the redevelopment. At such instance owing to the dissent of one of the Member, Promoter approached the **Hon'ble High Court** for seeking the necessary reliefs including to get the vacant possession of the Said property and consequently in pursuance of **Order** dated **06-10-2023** the Hon'ble Court granted the necessary reliefs.

- FF. The Promoters are thus entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; the Promoter is in possession of the project land;
- GG. The Promoter has proposed to construct on the project land having one building of **Part Ground + Part Stilt plus 9 storey** and **31 nos.** of parking.
- HH. The Allottee is offered with an **Apartment/Flat** bearing No. \_\_\_\_\_ on the \_\_\_\_\_ **Floor**, (herein after referred to as the **said "Apartment/Premises"**) in the building called **BALI SERENITY** (herein after referred to as the **said "Building"**) being constructed in the single phase of the said project, by the Promoter.
- II. The Promoter has entered into a Standard Agreement with an **Architect ANKIT U. JAIN of M/s. A R Design Studio** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- JJ. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Maharashtra bearing **No. P51800053916**; authenticated copy is attached in **ANNEXURE - '\_\_\_'**;
- KK. The Promoter has appointed a **Structural Engineer Shri Hiren M. Tanna**, having address at C/101 & 102, Shree Krishna Complex, opposite National Park, W. E. Highway, Borivali East, Mumbai 400 066 under Registration No. **STR/T/35** 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 of the building/buildings.
- LL. By virtue of aforesaid writings, 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;

- MM. 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 and specifications prepared by the Promoter's Architects M/s. A R Design Studio 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;
- NN. The authenticated copies of Certificate of Title issued by **Mr. Bhavin R. Bhatia, Advocate, High Court** of the Promoter, authenticated copies of Property Register Card and other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto. The **Certificate of Title** is annexed and marked as **ANNEXURE – ‘\_\_’**.
- OO. 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.
- PP. Accordingly, the Promoters as aforesaid through their Architect/Licensed Surveyor have procured the requisite approvals and sanctions from the concerned Municipal Corporation of Greater Mumbai, being **Intimation of Disapproval (I.O.D.)** bearing no. **P-16294/2023/(638)/P/S Ward/PAHADI GOREGAON-W/IOD/1/New dated 06-07-2023** has been issued by the BMC. And consequently, the Promoters have obtained **Commencement Certificate** in respect of the building to be constructed on the said property, issued by the BMC bearing **P-16294/2023/(638)/P/S Ward/PAHADI GOREGAON-W/CC/1/New dated 10-11-2023**. Copies of **I.O.D.** and **Commencement Certificate** are hereto annexed as **ANNEXURE – ‘\_\_’ & ANNEXURE – ‘\_\_’** respectively.
- QQ. 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 buildings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

RR. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

SS. The Allottee has applied to the Promoter for allotment of an **Apartment/Flat No. .... on ..... Floor** situated in the building being **BALI SERENITY** to be constructed in the Single Phase of the said Project,

TT. The carpet area of the said Apartment is in 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.

UU. 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;

VV. 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 Promoters doth 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. The Allottee/s shall deduct tax at source (**TDS**) in accordance with applicable law and will provide the challans and certificates to the Promoter, within the period prescribed by law.

WW. The Allottee/s states, confirms and represents that the Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that he/she/they is/are eligible to enter into and execute this Agreement and purchase the said Unit.

XX. The Allottee/s has prior to the execution of this Agreement satisfied himself/herself/themselves about (i) the rights of the Promoter to develop

the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Promoter under this Agreement. This Agreement has been entered into by the Allottee/s after seeking necessary legal advice.

YY. The Allottee/s have entered into this Agreement with full knowledge of all terms and conditions in the documents or undertakings given to the Municipal Corporation, plans, orders, schemes, amenities, etc. recited and referred to above and those contained herein and with knowledge of rules, laws, regulations, notifications, etc. as applicable to said project;

ZZ. 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.

AAA. 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) and the parking (if applicable).

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the said building/s consisting of **Part Ground + Part Stilt and 9 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.
3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee on ownership basis a Flat

being **Flat No.** \_\_\_\_\_ admeasuring about \_\_\_\_\_ **Sq. Ft.** RERA Carpet Area equivalent to \_\_\_\_\_ **Sq. Mtrs.** RERA Carpet Area on **the** \_\_\_\_\_ **Floor** in the said building “**BALI SERENITY**” shown hatched and surrounded by red colour boundary line in the floor plan thereof annexed hereto and marked as **ANNEXURE – ‘\_\_\_’** more particularly described in **FOURTH SCHEDULE** hereunder written (for the sake of brevity hereinafter referred to as “**the said Flat**”) together with permitted exclusive use of \_\_\_\_\_ Car Parking Space/Slot in the **Car Parking System (Stack / Cantilever)** in the **Stilt / Open**, if any allotted, (the Parking Space Number shall be allotted later upon installation of the systems and a Parking Allotment Letter mentioning the Parking Space Number and other details shall be issued by the Promoter at the time of Possession) as an amenity alongwith the said Flat, (hereinafter referred to as “**the said Car Parking Space**”), wherever context so permit the said Flat and the said Car Parking Space are hereinafter collectively referred to as “**the said Premises**”) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SECOND & THIRD SCHEDULE** annexed herewith.

The proposed carpet area of the said Flat would be as per the approved plans and may change as a result of construction exigencies (which includes physical variation due to finishing work like plastering, gypsum and tile skirting and tiling, ledges in toilets/kitchen).

4. The total aggregate consideration amount for the **Flat** including \_\_\_\_\_ Car Parking Space/Slot, if any allotted, is thus **Rs.** \_\_\_\_\_/- **(Rupees \_\_\_\_\_ Only).**
5. The Allottee has paid on or before execution of this agreement a sum of **Rs.** \_\_\_\_\_/- **(Rupees \_\_\_\_\_ Only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.** \_\_\_\_\_/- **(Rupees \_\_\_\_\_ Only)** alongwith GST at applicable rates in the following manner mutually agreed :

#### **Agreed Payment Plan**

| Sr. No. | Amount Payable upon Milestones                                         | % Due       |
|---------|------------------------------------------------------------------------|-------------|
| 1       | On booking / application / earnest money                               | 10%         |
| 2       | After execution of this Agreement but simultaneously with Registration | 15%         |
| 3       | on casting of Plinth                                                   | 15%         |
| 4       | on casting of the 1st slab                                             | 3%          |
| 5       | on casting of the 2nd slab                                             | 3%          |
| 6       | on casting of the 3rd slab                                             | 3%          |
| 7       | on casting of the 4th slab                                             | 3%          |
| 8       | on casting of the 5th slab                                             | 3%          |
| 9       | on casting of the 6th slab                                             | 3%          |
| 10      | on casting of the 7th slab                                             | 3%          |
| 11      | on casting of the 8th slab                                             | 3%          |
| 12      | on casting of the 9th slab                                             | 3%          |
| 13      | on casting of the final Terrace slab                                   | 3%          |
| 14      | on completion of Brickwork of new unit                                 | 4%          |
| 15      | on completion of Internal Plastering of new unit                       | 4%          |
| 16      | on completion of Concealed Plumbing of new unit                        | 4%          |
| 17      | on completion of Flooring of new unit                                  | 4%          |
| 18      | Internal Painting of the unit                                          | 3%          |
| 19      | Doors & Windows of the unit                                            | 3%          |
| 20      | Electrical Wiring & Switches of the unit                               | 3%          |
| 21      | External Painting of the building                                      | 3%          |
| 22      | on the Possession                                                      | 2%          |
|         | <b>Total</b>                                                           | <b>100%</b> |

6. Currently, the GST is **5%** of the Agreement Value or Market Value whichever is higher, (subject to change as per Govt. policies). It is agreed that each of the aforesaid instalment's amount shall be accompanied with additional separate cheque payable towards GST and any other tax levied, if levied in future.
7. In the event of any amount becoming payable and being due as stated aforesaid, the Promoters shall give **Seven (7) Days'** notice /intimation/Demand Note in writing to pay such amounts due by Post / by hand delivery / by Courier / by E-mail at the address given by the Allottee/s and the Allottee/s shall within **Seven (7) Days** of receipt of the said notice/intimation/demand note, pay the amounts due to the Promoters at their office without any further delay or default for whatever reason. The decision of the Promoters regarding determination whether amounts are due or not from the Allottee/s in accordance with the Agreement shall be final and binding and conclusive. It is further specifically agreed that unless the Allottee makes the payment of outstanding amount/dues, the Promoters are entitled to hold the possession of intended flat until the

realization of aforementioned consideration (which includes the agreed interest amount).

8. The Allottee/s declare and confirm that they have agreed to pay the instalments for the said Flat as mentioned above without any delay or default, as time for making payment of the above amounts and all other amounts payable under this agreement is the essence of the contract and delay in any payment shall make this Agreement void or voidable at the option of the Promoters.
9. Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee shall be found and liable to pay interest as per RERA, on all the amounts which become due and payable by the Allottee/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/said Premises, and the Allottee/s has agreed to pay the same as and when demanded before the possession of the said Premises.
10. Time for making payment of the above amounts shall be the essence of the contract.
11. The Sale Consideration above excludes Taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement) up to the date of handing over the possession of the Flat. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction

contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.

12. The Purchasers are aware that the Transaction under these presents is for allotment of premises to the Purchaser in the building to be constructed by the Promoters on the said property. The Consideration fixed under these presents is exclusive of payment of statutory charges or levies including service taxes, Vat, tax/levy under Works Contract Act/Sales Tax by any authority or authorities of Government or Semi Government. The Purchaser alone shall in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including service taxes, service charges betterment / development / infrastructure charges, sales tax payable under works Contract Act, etc. if so, levied by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same. The Promoters shall not be bound to accept payment of any instalment unless the same is paid alongwith service tax/VAT/GST applicable etc.
13. 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.
14. 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 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.

15. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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 (3 %). 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 beyond 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 4** of this Agreement. It is specifically agreed that for the purpose of measurement, reduction on account of thickness of finishing works (construction exigencies) like plaster/gypsum/skirting & tiling/ledges in toilets/kitchen shall not be considered and actual measurement must be calculated from the original wall/respective wall (unfinished wall to unfinished wall .i.e. brickwork to brickwork) for such purpose. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

**16. Payment through Loan/financing arrangement, if availed :**

- a. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this **Clause 5** and **Clauses thereafter** and the availment of any such loan will not absolve Allottee of its responsibilities under this Agreement.

- b. In the event, the Purchaser being desirous of obtaining finance from any bankers or financial institutions so as to purchase the premises under these presents, the Purchaser shall be entitled to do so only after obtaining prior written consent from the Promoters and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance/loan and the Purchaser shall apply for and obtain such finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.
  
- c. It is further agreed and understood that in the event of the Purchaser having obtained sanction of loan/finance, Purchaser shall inform in writing to the Promoters of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by cheque (crossed/Account payee)/Pay order/RTGS/NEFT directly in the name of the Promoters and shall be handed over personally to the Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Purchasers herein shall not bind the Promoters as having received such loan/finance on behalf of the Purchaser.
  
- d. It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoters shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement of

failure in payment/disbursement of the balance consideration payable by the Purchaser to the Promoters under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount alongwith interest, so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay the amount so due and payable to the Promoters from his/her/their own source of income. The Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/ Financial Institutions.

17. 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.

17A. Notwithstanding anything contained in this Agreement, the Promoter has given an undertaking to the Project Lender to the effect that the Promoter shall not sell/register the Apartment without the consent/NOC of the Project Lender is obtained and accordingly, the entire Total Price of Apartment shall be deposited with and credited to the Account No. 57500001440642 (hereinafter referred to as “the said Account”) opened in the name of “**Bali Spaces LLP Bali Serenity Master Escrow Account**” in HDFC Bank Limited (hereinafter referred to as “the said Bank”). The Allottee shall make all payments towards the Total Price in favour of the said Account.

18. Any delay tolerated or indulgence, shown by the Promoters in enforcing the terms of this agreement or any forbearance of giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s or shall the same in any manner prejudice the rights of the Promoters.

19. The Promoters shall in respect of any amount remaining unpaid by the Purchasers under this Agreement have first lien and charge on the

Flat/Stilt Car Parking Space/Open Car Parking Space agreed to be purchased/acquired by the Purchaser/s and the Promoter is entitled to hold the possession of intended flat until the realization of aforementioned consideration (which includes the agreed interest amount).

20. 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 Flat to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the Flat.
21. 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 Flat 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 all the instalment of the Sale Consideration and all 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 5** herein above. (**"Agreed Payment Plan"**).
22. 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 has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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.

### 23. Possession Date :

- a. The Promoter shall give possession of the Flat to the Allottee on or before **31st day of March, 2027** ("Possession Date"). If the Promoter fails or neglects to give possession of the Flat 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 Flat with interest at the same rate as may mentioned in the **Clause 9** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- b. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -
  - i) War, Civil Commotion or Act of God;
  - ii) Any force majeure events;
  - iii) Epidemic;
  - iv) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
  - v) Any other circumstances that may be deemed reasonable by the Authority;
  - vi) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

### 24. Delays and Termination :

- a. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat 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.

- b. Without prejudice to the right of Promoter to charge interest in terms of **Clause 9** 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:
- c. Provided that, Promoter shall give “notice” of **fifteen (15) days** in writing to the Allottee, by Registered Post AD / Courier 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, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.
- d. 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 (30) days** of the termination, the instalments of Sale Consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

**25. Procedure for taking possession :**

- a. Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (**“Possession Notice”**). 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 or Association of allottees/Society, as the case may be. 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, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

- b. The Allottee shall take possession of the Flat within **15 days** of the written Possession Notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

**26. Failure of Allottee to take Possession of Flat :**

Upon receiving a written intimation from the Promoter as per **Clause 25** above, the Allottee shall take possession of the Flat 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 Flat to the allottee. Irrespective of whether the Allottee takes or the Allottee fails and/or neglects to take possession within the time provided in **Clause 25**, such Allottee shall be liable to pay and shall continue to be liable to pay to the Promoter the maintenance charges and all other charges, outgoings, taxes as applicable as may be demanded by the Promoter.

**27. Common areas, facilities and amenities in the said Real Estate Project and internal fitting and fixtures in the said Premises :**

- a. The fixtures and fittings with regards 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 building and the Flat as are set out in **SECOND & THIRD SCHEDULE** herein.
- b. It is specifically agreed between the Parties hereto that the Promoters 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 Promoters. If any change as aforesaid becomes necessary, the Promoters shall be entitled to choose the substitutes and/or

alternatives thereof in its absolute discretion to enable the Promoters to offer possession of the said Flat on the specified date. The Promoters 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.

- c. The Promoter may charge the Allottee separately for any up-gradation/changes specifically requested or approved by the Allottee in the fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein.

28. Upon receiving the Possession, the Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence or as may be permissible and after obtaining requisite permission, licenses, etc., if required from the concerned authority and shall not use the said Flat for any purpose other than the aforesaid purpose for which it is allotted nor shall the Allottee use the said Flat for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring property or for any illegal or immoral purpose. The Allottee shall use the car parking space, if so allotted, only for purpose of keeping or parking own vehicle and not for storage. The Allottees shall be responsible and answerable for any deviation in the use of the said Flat which are contrary to the sanctions of the Municipal and other concerned authorities. The Promoters have full right, absolute authority and entitled to allot approved car parking space in open and/or stilt car parking space not already allotted, to such of the Allottee/s as the Promoters may deem fit and the Purchaser/s shall not object or dispute to the same.

**29. Application for Membership of Society :**

- a. Subject to Allottee making payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall from time to time sign and execute the writing/application to enable the Allottee for his/her/their membership and the Allottee along with other Allottees of Flats in the building shall join in the **SUTARIA CHSL** and for this purpose the Allottee shall from time to time sign and execute the

**application for registration and/or membership** and the other papers and documents necessary for becoming a member, including the byelaws of the Society and duly fill in, sign and return to the Promoter within **7 (seven) days** of the same being forwarded/intimated by the Promoter to the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority.

- b. The Society shall admit all purchasers of flats and premises in the Real Estate Project as members. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

**30. Proportionate outgoings, maintenance and other charges :**

- a. Within **15 days** after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights/electricity charges, 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.
- b. Until the affairs of the Society are handed over to the Managing Committee of the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoters, whose decision in this regard shall be final and binding upon the Allottees. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

- c. The Allottee/s further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 5,000/- per month** towards the outgoings alongwith **applicable taxes** like **GST**, etc. if any. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the affairs of the Society are handed over to the Managing Committee of the Society. On such handing over, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.
- d. The Purchaser/s undertakes to pay such provisional monthly contribution and proportionate share of outgoings for a period of **3 (three) months** in advance and shall not withhold the same for any reason whatsoever. If the Purchaser/s fails to pay the monthly contribution within time the Promoters will be entitled to claim interest. It is expressly clarified that the above stated amount does not include Property Tax.
- e. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- i) Rs. \_\_\_\_/- for Share Money, Application Entrance Fee of the Society.
- ii) Rs. \_\_\_\_/- Rs. 5,000/- per month for deposit towards provisional monthly contribution towards outgoings of Society for a period of 3 (three) months in advance.
- Rs. \_\_\_\_/- TOTAL**
- f. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance/deposit, sums received on account of the Share Money, Application Entrance Fee of the Society or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received. The amounts so paid by the Allottees to the Promoters shall not carry any interest and remain with the Promoters until the management of the building is handed over to the Society in favour of its committee and thereafter the aforesaid

advance/deposits (deductions provided for in this agreement) shall be paid over by the Promoters to the Society and the decision of the Promoters regarding determination of amounts of expenses incurred shall be final and binding and conclusive.

**31. The Purchaser on or before taking possession of the said premises shall pay to the Promoters the following amounts :**

- i) Rs. \_\_\_\_\_/- for meeting all Legal Costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter.
  - ii) Rs. \_\_\_\_\_/- for Electric Meter connection charges, Water connection expenses and other utility/services connection charges.
  - iii) Rs. \_\_\_\_\_/- for Development Charges.
- Rs. \_\_\_\_\_/- TOTAL**

The amount paid or becoming payable (alongwith applicable taxes like GST etc., if any) to the Promoters by the Purchaser under this **Clause** are non-refundable and shall not carry interest. The Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser/Allottee/s or Society at any time.

- iv) The Mahanagar Gas connection charges/deposit shall be paid by the Allottee/s as per actuals, as and when demanded by the Promoters, if the services of MGL are available.

The Promoters shall not be liable to share the Maintenance charges, Electricity Charges, Water Charges, and other outgoings in respect of the unsold premises/stilt car parking/open parking space. The Promoters will bear the Municipal Assessment taxes if any, payable and nothing else.

**32. Defect Liability :**

- a. If within a period of **5 (five) years** from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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 RERA Act.
- b. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course.
- c. Provided however, that the Allottees shall not carry out any alterations of the whatsoever nature in the said Flat and in specific the structure of the said Flat / Wing of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottees shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear and by negligent use of Flats/ Units by the Occupants, vagaries of nature etc.
- d. That it shall be the responsibility of the Allottee to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their flat are regularly filled with white cement/epoxy to prevent water seepage.
- e. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the

Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.

- f. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- g. That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- h. Provided further that any default or deviation in usage/maintenance of the said Flat/Building shall amount to default on part of the Allottees towards proper maintenance of the Flat/building/Wing and the Allottees shall not be entitled to claim any compensation against defect liability from the Promoters.
- i. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

### **33. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

- a. 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 in pursuance of the said Development Agreement;

- b. 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;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. 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;
- e. 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;
- f. 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;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- i. Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Society;
- j. 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 till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;
- k. 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 and/or the Project except those disclosed in the title report.

**34. The Allottee/s or himself/themselves with intention to bind all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :**

- a. To maintain the Flat agreed to be sold under this Agreement at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is offered and shall not do or cause to be done anything in or to the building in which the Flat is situated or to the staircase, passages or any other common utility areas which may be against the rules, regulations or bye-laws and shall not change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the Promoters and/or MCGM or the Society, as the case may be.

- b. not to keep any goods, things, display boards or any material, antennas for TV/Internet or other such or articles outside the said Flat or in any manner encroach the lobby or corridors, put weather sheds or obstruct open space of the building or any part thereof or obstruct free ingress and egress to the building or adjoining Flat and not to erect any divider, wall or structure that may divide or encroach the open space appurtenant to the said Building.
- c. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable to the authority and/or other public authority.
- d. To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or cause to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations 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.
- e. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation (including external walls, windows, grills/railings) and outside colour scheme of the building in which the Flat is situated and

shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel, make holes or in any other manner damage to columns, beams, walls, slabs or RCC Pardi or other structural members in the said flat or building and shall not in any manner hammer or chisel the exterior walls for wiring or any other purpose, damage or make holes in the exterior walls and nail the exterior plaster of the Flat (for fixing grill or fixing tv antenna) and not damage or disturb the waterproofing of toilets, kitchen and terrace and shall not make any provision for individual water storage tanks or create Lofts in the toilets to store water individually in the water storage tanks without the prior written permission of the Promoters and/or the Society or MCGM as the case may be.

- f. not to store any goods, residual waste, discarded household material, flower pots or any other objects on the common Terrace and the common terrace above the top floor of the building shall always be kept clean, maintained and free from any encroachments. The idea in prohibiting the above is that these things cause accumulation of dirt and may damage the surface of the terrace resulting in further damage to water proofing. The Allottee shall not feed birds, private pets in any manner on the common Terrace of the building. The members residing on the top floor shall have the prerogative to complain to the society of any such misuse of the Terrace of the building. No Purchaser/Allottee/Member of the Society shall be allowed to fix/nail the Satellite TV dish antenna on the parapet wall of the Terrace or on the external walls of the building as this causes damage and cracks to the plaster resulting in leakage (a separate platform or provision shall be made on terrace to fix the same).
- g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance if so taken.
- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the

project land and the building in which the Flat is situated but but to collect it in plastic bags or dust bin and hand it over to the sweeper who will come for collection or put it at places provided for it in the building or compound. The Allottee will segregate wet garbage and dry garbage and collect them in separate bags and hand them over each separately and observe Municipal Rules and Regulations in that behalf without fail.

- i. Pay to the Promoter within **15 (fifteen) days** of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
- j. To bear and pay in proportion increase in local taxes, insurance, water charges, premiums, deposits, security deposits, outgoings and such other levies if any, which are imposed or levied by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the premises by the Purchaser/s viz. user of any purposes other than for residential purpose or for any other purpose or reason whatsoever.
- k. Not to let, sub-let, transfer, assign or part with possession, his/her/their interest or benefit of this Agreement or in any manner encumber or deal with or dispose off the said premises until all the dues payable to the Promoters under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have obtain prior consent in writing from the Promoters for this purpose.
- l. The Allottee 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society

regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- m. The Allottee shall always permit the Promoters and their engineers/surveyors/contractors and agents, with or without workmen and others at all reasonable times to enter into and upon the said building and the said flat or any part thereof to view and examine the state and condition thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order facilities and also services, drains, pipes, cables, water connections, electric connection wires, gas connections and structures and other conveniences belonging to or serving the said flat / premises or the building in which the said flat is located and for the purpose of laying down maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar other purpose.
- n. In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Free Sale Plot, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;
- o. The Allottee shall indemnify and keep indemnified the Promoter towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- p. Not to interfere, obstruct or object to the Promoters installing or permitting to install other facilities as they may desire and to cooperate with them.
- q. To sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Promoters for effectually carrying

out intention of the parties including to enable the Promoters to complete the project as contemplated under these presents.

- r. The Purchaser shall either independently and/or jointly with other Purchaser/s comply with, fulfil, observe and perform all obligations and covenants on his/her/their part contained under these presents.
- s. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;
- t. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;
- u. **Provision regarding Air-conditioner, Painting, Display Board, Hanging Clothes, Grills etc. :**
  - i) to install Air-conditioner/s only in the space/s provided in the said flat for the same. If the Allottee/s desire to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said flat or be required to be affixed/installed outside the said flat, then the Allottee/s shall install/affix the same only after obtaining the Promoter's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter in respect of the same.
  - ii) not to do or carry out any painting, decoration or other work to the exterior of or outside the said flat, without the prior written permission of the Promoter.

- iii) not to affix/install any sign, name or display boards, or any hoardings, or neon lights in or about the said building and/or in any part of the said building, without the prior written permission of the Promoter.
  - iv) not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony or terrace/s of or appurtenant to the said flat or any side of the building or above the parapet of railing level within the said flat. Not to put any plants/pots/flower pots or some other such things which require watering and to be maintained. The idea in prohibiting the above is that the water seeps through pots etc. and spoils the wall and its colour.
  - v) not to fix or permit to be fixed any form of metal or other grill/box type grill on the exterior of windows and doors in the said flat other than grills of a design and only at the position specified by the Promoter so as to ensure and maintain uniformity of design/exterior throughout the said building.
35. All out of pocket costs, charges and expenses including the registration charges of and incidental to this agreement and service tax, vat (if applicable), GST, etc. shall be borne and paid by the Allottee. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be paid by the Allottee. If the Allottee fails to pay the above costs, expenses, taxes etc then the Promoter shall adjust the said sum with the amounts already received from the Allottee towards the basic cost of the flat/premises.
36. The Allottee agrees to comply with all the terms and conditions of any order, scheme, permission, objection etc. that may have been granted and/or which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits. The Allottee/s agree to sign and deliver to the Promoter before and after taking possession of the Flat/premises all writings, papers, documents, applications, undertakings, etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.

37. 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 Plot and 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 Promoter until the said structure of the building is handed over to the Society as hereinbefore mentioned.

37A The Promoter has represented to the Allottee that Promoter has availed financial assistance and have mortgaged, interalia, unsold units in respect of the Project over the Property and development rights in respect of said Property to security trustee acting in favor of Piramal Enterprises Limited (hereinafter referred to as "Project Lender").

37B The Promoter has obtained No-objection Certificate ("the said NOC") dated \_\_\_\_\_ from the Project Lender for selling the said Apartment to the Allottee. The said NOC issued by the Project Lender and/or its trustee is annexed hereto and marked as **ANNEXURE – ‘\_\_\_’**. The amounts deposited by the Allottee towards the Total Price in the said Account will be dealt by the Promoters in the accordance with Real Estate Regulation Act, 2016 ("RERA") read with the RERA Rules.

**38. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

- a. After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Flat 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 Flat.

The Promoter shall continue to have the right to create charge on the Total Price payable for the Allottee to the Promoter in lieu of the Apartment purchased under this Agreement.

Notwithstanding anything contained here in this Agreement, in the event the Allottee cancels the booking of the Apartment, the Promoter shall have the right to mortgage the Apartment in favour of the Project Lender and/or its trustee to secure the facilities availed by the Promoter.

- b. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein.
- c. The Promoter shall be entitled to securitize the Sale Price payable by the Allottee under this Agreement (or any part thereof), in the manner permissible by law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration payable by the Allottee under this Agreement or any part thereof.
- d. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

### 39. **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.

#### **40. 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 Flat/plot/building, as the case may be.

#### **41. RIGHT TO AMEND**

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

#### **42. 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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

#### **43. 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.

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

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

**45. 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.

**46. 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 Mumbai. 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 Mumbai.

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

**48. Notices :**

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 Courier / Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee : Mr. \_\_\_\_\_  
Mrs. \_\_\_\_\_

Allottee's Address : \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Notified Email ID : \_\_\_\_\_

Name : **M/s. BALI SPACES LLP**

Address : Office No.04, 1<sup>st</sup> Floor, A Wing, Onkar,  
Gen. A. K. Vaidya Marg, Dindoshi,  
Malad (East), Mumbai - 400 097.

Notified Email ID : balilandmarks@gmail.com

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.

#### 49. **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.

**50. Stamp Duty and Registration :-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s only.

**51. Dispute Resolution :-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**52. 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.

**53. The Allottee further undertakes as under :**

- a. The Allottee/s herein is/are aware that the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- b. The Allottee/s agrees for no objection for the neighbourhood development with deficient open space in future.
- c. The Allottee/s shall not hold M.C.G.M. liable for failure of Mechanical Car Parking system and car lift in future.
- d. The Allottee/s shall not hold M.C.G.M. liable for the proposed inadequate/sub-standard sizes of rooms in future and no complaints of whatsoever nature to MCGM in this regard will be made in future.

- e. The Allottee/s herein is/are aware of inadequate manoeuvring space of car parking and no complaint to M.C.G.M. by Allottee/s in this regard will be made in future.
- f. The Allottee shall not misuse the area of mid landing allowed in Stilt.
- g. That the toilet is existing above shop/habitable room and the Allottee/s shall not complain regarding leakages to MCGM in this regard in future.
- h. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by residents/ occupants of the building in the jurisdiction of MCGM.
- i. The Allottee/s accepts that Fungible FSI has been utilized in the construction of his/her/their flat.
- j. The prospective society/end user shall preserve and maintain the documents/plans viz Ownership documents, Copies of IOD, C.C., subsequent amendments, O.C.C./B.C.C. and plans, Copies of Soil Investigation reports, RCC plans, Structural Stability Certificate, Supervision Certificate, Completion Certificate issued by the C.F.O. and any other documents and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of MCGM. The end user/prospective society shall carry out necessary repairs/structural audit/fire audits at regular intervals.

54. The **Permanent Account Number** of the parties hereto are as follows:-

| PARTIES              | PAN NO. |
|----------------------|---------|
| M/S. BALI SPACES LLP | _____   |
|                      |         |
| <b>MR.</b> _____     | _____   |
| <b>MRS.</b> _____    | _____   |

55. GST No. :

| PARTY                | GST NO. |
|----------------------|---------|
| M/S. BALI SPACES LLP | _____   |

#### LIST OF ANNEXURES:

The Promoters herein have annexed hereto the following documents :

| SR.NO. | PARTICULARS                                | ANNEXURE |
|--------|--------------------------------------------|----------|
| 1      | Copy of Property Register Card & CTS Plan  | A        |
| 2      | Index-II of Development Agreement          | B        |
| 3      | RERA Certificate                           | C        |
| 4      | Certificate of Title                       | D        |
| 5      | Copy of Intimation of Disapproval (I.O.D.) | E        |
| 6      | Copy of Commencement Certificate (C.C.)    | F        |
| 7      | Copy of Floor Plan of concerned flat.      | G        |
| 8      | Layout Plan                                | H        |
| 9      | NOC From Project Lender And/or Its Trustee | I        |

**FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE  
FREEHOLD/LEASEHOLD LAND AND ALL OTHER DETAILS**

All that piece and parcel of plot of land being Plot No. 163 of the Common Layout Scheme Known as 'Jawahar Nagar' bearing Survey No. 110A, Hissa No. 2 now corresponding to CTS No. 638, 638/1 to 12 admeasuring **688.10 Sq. Mtrs.** as per P. R. Card (Property Register Card) or thereabout in aggregate (after deduction of **63.40 Sq. Mtrs.** area affected under the set-back for widening of the Road No. 2 as per P. R. Card) situate, being and lying in Revenue Village Pahadi – Goregaon (West), Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated at Jawahar Nagar, Goregaon (West), Mumbai – 400 104 (Old number – 400 062) alongwith structures standing thereon (now demolished) occupied by the various members of the said society known as Sutaria CHS Limited, within the Registration District of Mumbai Suburban and bounded as follows :

On or towards North :        by land bearing Plot No. 146 of Jawahar Nagar.

On or towards South :        by Road No. 2 of Jawahar Nagar.

On or towards East : by land bearing Plot No. 162 of Jawahar Nagar.

On or towards West :        by land bearing Plot No. 164 of Jawahar Nagar.

**SECOND SCHEDULE ABOVE REFERRED TO**

**BUILDING AMENITIES**

1. Foam-Finish RCC framed structure. The structural framework of the building will be designed to resist seismic forces (Earthquake Resistant as per Zone-III) and wind forces in accordance with relevant IS Codes.
2. Anti-Termite Treatments at Foundation and Plinth Level of Building.
3. Two (2) Elevators of min. 6 pax. capacity of reputed brand (KONE/SCHINDLER/FUJITEC) with latest features and safety.

4. Attractive entrance lobby with decorative lighting and quality flooring.
5. Well-lit compound and stilt of the building with checkered tiles paving.
6. Terrace, O. H. Tank top and Lift Machine Room/Shaft top, Lift Pit, Toilet & Kitchen Sunk, etc. including all wet areas shall be adequately water-proofed with Brick Bat Coba and I.P.S. and China Chips on the Terrace top.
7. Installation of CCTV Camera in Compound, Terrace, all Floors and in Elevators for security surveillance.
8. Granite/Marble & Vitrified tiles in the staircase & lift-corridors.
9. Professional installation of good quality fire-fighting equipment as per norms of Fire Dept.
10. Installation of Rain-Water Harvesting system by professional consultants.
11. Bore-well to be installed alongwith high-discharge submersible pumps in U. G. water tanks (adequate separate domestic and flushing tanks) with sensors and automation features.
12. Adequate separate Overhead tanks (domestic and flushing tanks) with sensors and automation features alongwith Fire-Fighting tank as per norms of CFO NOC.
13. High-capacity Booster pump for municipal inlet water, if required.
14. Common Servant Toilet at Stilt Level as per MCGM approval.
15. Society Office, Fitness Centre and Security Cabin, as per MCGM approval.
16. Intercom System in Security Cabin, Society Office, Fitness Centre, Elevators and Terrace Level Floor Lobby.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO :**

## FLAT AMENITIES

### Flooring

- Vitrified tiles and skirting in the entire flat.

### Kitchen

- Granite platform with S. S. Sink.
- Granite Service Platform, if possible.
- Vitrified/Ceramic tiles on all walls of Kitchen.
- Adequate electric points for all kitchen appliances and light & fan.
- Instant Geyser with basin-mixer.
- Water-Purifier of reputed brand.
- Exhaust fan in window.
- Bore-well water supply in Kitchen additionally.

### Toilets & Plumbing

- Vitrified/Ceramic tiles in flooring (anti-skid) and dado.
- Instant Geyser of reputed make in all toilets.
- Exhaust fan in louver window in toilet.
- Concealed CPVC plumbing with premium bath fittings with S/L diverters and dual flush valves, superior grade sanitary ware (wall-hung WC with soft closing covers & basins).
- A Stop-Cock/Valve for each toilet/kitchen for easy maintenance.
- 'C' Class GI / CPVC pipes for entire plumbing network & looping.
- All the pipes (drainage and water supply) will be installed at least 50 mm away from the building walls on brackets.
- Hole/Provision for AC pipes in brickwork in all rooms.

### Doors

- Main door frame and bed room door frame of Teak-wood / Red Miranti with both side laminated flush doors (main door having Fire Resistant Doors of 45 mm thick and BWR/BWP bedroom/toilet doors 35 mm thick respectively) with locking fittings and provision of Safety Door in the main door frame.
- Granite door frame in Kitchen & Toilet.

**Windows**

- Anodized aluminum sliding windows (1” series) with marble sills & granite frame with fine quality glass with dedicated track for the Mosquito Net.
- MS Railing for safety and security.

**Electrification**

- Concealed copper wiring in entire flat.
- Internet, T.V., Telephone & AC points in Living / Master Bedrooms.
- Extensive layout in all rooms with quality modular switches (Legrand or superior) and fittings.
- ELCB & MCB system for safety.

**Painting**

- All internal walls finished with Gypsum & painted with premium plastic emulsion paints.
- All external surfaces to be painted with high-quality all-weather proof Water Repellent Silicon based Paint.

**Security**

- Video-Door phone alongwith Caller-Id Intercom.

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**

**Flat No.** \_\_\_\_\_ on the \_\_\_\_\_ Floor admeasuring \_\_\_\_\_ **sq.mtrs.** i.e. \_\_\_\_\_  
**sq.fts.** RERA Carpet Area alongwith \_\_\_\_\_ Stilt Stack/Cantilever \_\_\_\_\_  
Car Parking Space/Slot in the building known as '**Bali Serenity**' to be  
constructed at the address mentioned in the **FIRST SCHEDULE** hereinabove.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED

by the within named “Developers/Promoters”

M/S. BALI SPACES LLP,

a limited liability partnership firm

through its Designated Partner

SHRI SUSHANT VIJAY PARMAR

in the presence of .....

Witness :

1. Name: \_\_\_\_\_

Sign :

2. Name: \_\_\_\_\_

Sign :

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED by the

withinnamed “THE ALLOTTEE/S”

MR. \_\_\_\_\_

(Signature) (Left Thumb Impression)

MRS. \_\_\_\_\_

(Signature) (Left Thumb Impression)

in the presence of .....

Witness :

1. Name: \_\_\_\_\_

Sign :

2. Name: \_\_\_\_\_

Sign :

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

RECEIPT

RECEIVED OF AND FROM the within named ALLOTTEE/S a sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) by way of cheques/RTGS/NEFT being the amount of part purchase price/earnest money/application fee payable to us on or before the execution of this Agreement in respect of Purchase of **Flat No.** \_\_\_\_\_ alongwith \_\_\_\_\_ **Car Parking** in the proposed building “**BALI SERENITY**” at Plot No. 163, Jawahar Nagar, Road No. 2, Goregaon West, Mumbai 400 104 as mentioned hereinabove in Agreement for Sale. The particulars of payments are as under:

| Sr. No. | Date | CHQ/UTR/REF/ RTGS No. | Drawn on/ Bank Details | Amount      |
|---------|------|-----------------------|------------------------|-------------|
| 1.      |      |                       |                        |             |
| 2.      |      |                       |                        |             |
| 3.      |      |                       | Total                  | Rs. _____/- |

I / WE SAY RECEIVED,  
For **M/S. BALI SPACES LLP**

**Designated Partner**  
SHRI. SUSHANT V. PARMAR  
PROMOTERS

WITNESSES:  
1.  
  
2.

=====

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

=====

BETWEEN

M/s. BALI SPACES LLP

...THE DEVELOPERS/PROMOTERS

AND

MR. \_\_\_\_\_

MRS. \_\_\_\_\_

...THE FLAT PURCHASERS/ALLOTTEES

**AGREEMENT FOR SALE**