

CTS Nos. -

Survey No. -

Revenue Village-

Area of Flat

Flat No.

Market . Valuation ----- /-

Agreement Valuation ----- /-

Stamp Duty ----- /-

No. Of Pages -----

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made, entered & executed at **Dombivali** ,Taluka Kalyan , District Thane , on this day of

BETWEEN

M/S. HORIZON ENGINEERS a Proprietary firm formed under the provisions of The Indian proprietary Act, having its office at room no.203, Ganesh Smruti , Agarkar Road , Dombivali (E) , Taluka – Kalyan, District – Thane 421 201, having P.A.N. No. _____ -----through its proprietor, **Mr. Abhijit Bhaskar Kelkar**--hereinafter referred to as, ‘**THE DEVELOPER** ’/‘**PRAMOTER** ’ (which expression shall unless it be repugnant to the context and / or meaning thereof mean and include their respective heirs, executors, administrators , assigns and / or their successors in office) the part of **THE FIRST PART:**

AND

Name-

Address-

hereinafter called as **ALLOTTEE** (which expression shall, unless it be repugnant to the context and / or meaning thereof, mean and include his / her / their respective heirs, executors, administrators & assigns) of **THE SECOND PART:**

AND WHEREAS one ----- Land Owner of a plot bearing S.no.64, hissa no./1/ [part] ,plot no.4, village G.B. PATHRLI, taluka Kalyan, Dist. Thane is absolutely seized & possess of and otherwise well & sufficiently entitled to the non- agricultural plot situate at Village- G.B. PATHRLI, Taluka – Kalyan , Dist- Thane bearing S.No. 64 Hissa No.1/(part),plot no.4, admeasuring 368 sq.mts. or thereabout, having corresponding CTS Nos.11007 to 11010 . coming within the limits of Kalyan Dombivali Municipal Corporation, Kalyan and coming within the registration Sub-District office, Dombivali , Kalyan , registration District of Thane , which plot of land is more particularly described in the Schedule of the plot of land herein below and shall hereinafter referred to as ‘**The said Plot**

AND WHEREAS HORIZON ENGINEERS through its proprietor Mr. Abhijit Bhaskar Kelkar Has entered into DEVELOPMENT AGREEMENT and POWER of ATTERNOY with landowner _____ for development of **‘The said plot’** and registered the same on dated _____. Bearing registration No. _____ and No. _____ respectively and where Developer has acquired all the development rights herein in respect of **‘The said Plot’**

AND WHEREAS the total aggregate area of **The said plot** comes to 368 sq.mtrs as per C.T.S. No. 11007 to 11010, and therefore, Kalyan –Dombivali Municipal Corporation, has approved and sanctioned building plans for carrying out work of construction on **‘The said plot’** and schedule of the total plot of land is set out in this agreement herein below; and there are 4 tenants on the said plot and the Developer have accepted to give them same area of flats which were in their possession on the said plot

AND WHEREAS by virtue of the said registered Development Agreement, Agreement between the Landowner and the **Developer** of building respectively and the Power of Attorney respectively, **Developer** have appointed **M/S. P.S. GOKHALE [ARCHITEQN-ICON]** as an architect and **Mr. Aditya Rajan Deshmukh** as R.C.C. consultant FOR THIS PROJECT.

The **Developer** got the proposed building plan prepared (as per area shown in the property card) through their Architect **M/S. P.S. GOKHALE** of Dombivali and got the same sanctioned from Kalyan –Dombivali Municipal Corporation vide its **Commencement Certificate No.--**_____ dated _____ for carrying out work of construction on **THE SAID PLOT** referred herein to above;

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in hereinafter.

AND WHEREAS the Developers have started the development of the said plot by constructing a building thereon having BASEMENT, STILT & upper FOUR floors AND FIVE [P], SIX[P], SEVEN[P], floors as per the aforesaid sanctioned plans.

AND WHEREAS the Developers have sole and absolute rights to develop **The said plot** in accordance with the terms and conditions of the Development Agreement, Agreement between the Landowner and the developer of building respectively and the Power of Attorney, respectively and also have sole & absolute right to sell the flats/shops /galas therein to prospective buyers and to receive the consideration thereof and to enter into agreements for sale of Flats under the provisions of the **REAL ESTATE ACT 2016** [hereinafter referred to as **The said law**] and rules framed there under

AND WHEREAS upon a request by the Allottee, the Developers have made a full and true disclosure of the nature of their title to the said land on which the proposed building is being constructed and have also given the Allottee inspection of the Plans and Specifications of the said proposed building.

AND WHEREAS the copies of certificate of title of the said land issued by **VEDIKA ABHIJIT VAIDYA**, address -- **Hill Garden Gulmohar C.H.S. near Tikujini wadi, manpada, Thane [w]** the Legal Advisors & Advocates of the Developers, copies of property cards, extracts of VII-XII or any other relevant documents showing the nature of title of the said land and the copies of the plans and specifications Approved by the Kalyan –Dombivali Municipal Corporation and any other documents which are required to be given under **The said law** have been annexed hereto.

AND WHEREAS, at the request of the Allottee, the Developer offered to sell a **Flat No.____**, on ____-floor admeasuring _____ **Sq.Mtrs** carpet Area respectively, in the building known as **‘Purushottam- Kshitij’** for **Total Rs. _____** (Rs. _____) which includes the impartible interest in the land, proportionate price for the common areas and facilities appurtenant to the said flat and for common limited areas, facilities available to all the Allottees in the building, however, the said price is excluding of all the proportionate costs, expenses such as water, electric meter deposits, laying of electrical transformer if compelled and required to be done and performed by Maharashtra State Electricity Board, Share Capital, Entrance Fee, charges for formation of the

Society and other legal expenses at this date but as are paid by the Allottees of flats on ownership basis together with proportionate betterment charges as may be charged and recovered by the Local Authority.

AND WHEREAS the authenticated copies of the plan and specification of the flat agreed to be purchased by The Allottee, and sanctioned and approved by K.D.M.C. have been annexed herein.

AND WHEREAS the Developers agree to sell and allot to the Allottee and the Allottee agree to purchase and acquire from the Developers the said above –mentioned flat upon the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO THAT:

1. The Developer shall construct the said proposed building as mentioned hereinabove in accordance with the Plans, designs and specifications thereof sanctioned and approved by the concerned Local Authority with such variations & modifications as the Developers deem necessary and proper and as per the requirements and directions of the Planning Authority or Body.
2. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Planning Authority at the time of sanctioning the said Plan or thereafter & may, before handing over possession of the Flat to the Allottee, obtain from the concerned Local Authority occupation and /or completion certificate in respect of the said Flat.
3. The Developer hereby declares that the Floor Space Index available in respect of the said plot is as shown in the approved Plan and the said Floor Space Index has not been utilized by the Developer elsewhere for any purpose whatsoever.
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 Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
4. The Allottee hereby agrees to purchase and acquire from the Developer and The Developer agrees to sell and allot to the Allottee **Flat No _____**, on _____ **floor** admeasuring _____ **Sq.Mtrs Carpet Area** in the building known as '**Purushottam- Kshitij**' which is excluding of the area of balconies and flower Beds and terrace as shown on the floor plan thereof Hereto annexed and hereinafter referred to as '**The Said Flat**' for a **total amount of consideration Rs. _____ /-, ('Rupees _____ .')** towards the cost of **the said Flat**. The Allottee doth hereby agree to pay the Developer the total amount of consideration in following manner:
 - a) 15 % of the total amount of consideration to be paid to the Developer at the time of Agreement
 - b) 10 % of the total amount of consideration to be paid by the Allottee to the Developer at the time of completion of plinth.
 - c) 10 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the ground floor (first slab) is cast.
 - d) 5 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the first floor (second slab) is cast.
 - e) 5 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the second floor (third slab) is cast.
 - f) 5% of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the third floor (fourth slab) is cast.
 - g) 5 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the fourth floor (fifth slab) is cast.

- h) 5 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the fifth floor (sixth slab) is cast.
 - i) 5 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the sixth floor (seventh slab) is cast.
 - j) 5 % of the total amount of consideration to be paid by the Allottee to the Developer after the slab of the seventh floor (eighth slab) is cast.
 - k) 10 % of the total amount of consideration to be paid by the Allottee to the Developer after completion of the Brick & Plaster Work.
 - l) 10 % of the total amount of consideration to be paid by the Allottee to the Developer after completion of all internal finishing of the building.
 - m) 5% of the total amount of consideration to be paid by the allottee to the developer after the completion of all external finishing of the building.
 - n) 5% at the time of Possession.
- 100% Total Amount of Consideration.**

Once the Flat Allottee committing default in payment on due date of any amount due and payable by the Flat Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Allottee committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this agreement:

Provided always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Promoter shall have given to the Flat Allottee fifteen days prior notice in writing of the intention to terminate the agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Allottee in remedying such breach or breaches within a reasonable time after the giving of such notice:

Provided further that upon termination of this agreement as aforesaid, the Developer shall refund to the flat Allottee the installments of sale price which may till then have been paid by the Flat Allottee to the Developer within 30 days but the Developer shall not be liable to pay to the Flat Allottee any interest on the amount to be refunded upon termination of this agreement in case of default by allottee . The Developer , shall be at liberty to dispose of and sell the said flat to such person at such price as the Developer may in his absolute discretion think fit.

If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specifies 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 delayed payments 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.

5. The fixtures, fittings and amenities to be provided by the Developer in the said building and the flat are those that are set out and more particularly described in 'List of Amenities' annexed hereto.
6. The Developer shall give possession of the premises i.e . the said Flat to the Allottee within twenty four months from the date of registration of the agreement or upon payment of entire amount of consideration of the said flat , whichever is earlier

PROVIDED that the Developer shall be entitled to a reasonable extension of time for giving possession of Flat on the aforesaid date , if the completion of the building is delayed on account of .

- i. Non availability of steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or Act of God.

iii. Any notice rule, notification of the Government and / or other public competent authority.

7. The Allottee shall take possession of the Flat within 15 days of the Developer giving written notice to the allottee intimating that the said Flat is ready for use and occupation.
8. The Allottee shall use the said flat or permit the same to be used only for the purpose of residence or business as the case may be subject to terms, conditions, rules, regulations and bye-laws of the Society and as a prudent user or occupier thereof.

It is agreed that the Allottee along with other Allottees of Flats in the building shall join in forming & registering the Co-Operative Housing Society to be known by such name as promoter may decide and for this purpose also from time to time sign and execute such deeds, documents, application, affidavits for registration purpose and /or for membership purpose and for framing the bye-laws of such society and shall return the same to the Developer as and when demanded by the Developer so as to enable the Developer to register Society or organization of all the Allottees in the Building as is required under Section 10 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, sale, Management & Transfer) Act, 1963 and THE SAID LAW hereinafter called and referred to as said Act and the rules made there under and that the Allottee shall not be entitled to take any objection in any form for formation of such Society for framing of the bye-laws thereof.

It is agreed that the execution of all the necessary documents required for the formation and registration of a Co-operative Society shall be a prime condition for occupation of the said flat/shop by the Allottee.

9. Beside the amount/installments of the agreed consideration as stipulated in clause 4 of this Agreement the allottee shall also pay and keep deposited with the promoters on demand.

Commencing a 15 DAYS after notice in writing is given by the Promoter to the allottee that the said Flat, is ready for use & occupation, the Allottee shall pay regularly and punctually whether demanded or not, at all times his/her share (i.e in proportion to floor area of the Flat) on the basis of Municipal and Revenue Assessment, in respect of the said Flat all outgoing such as rates, taxes, cess, dues, duties, imposition insurance premium, maintenance charges, charges for common lights and repairs, salaries of employees such as clerks, bill collectors, chowkidars, sweepers of the proposed Co-operative Society and all other expenses of and incidental to the management and the maintenance of the said Building. The Allottee also agreed that he/she shall pay his/her proportionate share of water and electric charges whether demanded or not.

- a) It is agreed that so long as the proposed Society of all the Flats is not registered, the Allottee shall pay to the Developers such proportionate share of outgoings as may be determined.
 - b) The Allottee who is to be the Flat holder, agrees and undertakes to pay to the developer his/her proportionate share of the aforesaid charges and outgoings as fixed by the Developer and the provisional monthly contribution regularly and shall not withhold the same for any reason whatsoever.
 - c) The Allottee shall also deposit such other sums as deposit with the Developer as may be called upon by the Developer. The deposits shall not carry any interest and will remain with the developer until a Deed of Conveyance is executed in favor of the Society or any other Corporate Body and the deposit shall then be paid over to the Society or Corporate Body so formed as the case may be after deducting there from the actual expenses incurred on various accounts.
10. At the time of registration of conveyance in favor of the Society, the Allottee shall pay his proportionate share for stamp duty and registration charges as per the provision of the Bombay Stamp Act and all other incidental expenses thereof such as legal fees etc to the Society.
 11. The Allottee doth hereby covenant with the Developers as follows:
 - a) To Maintain the flat at the his/her own cost in good maintainable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated or contrary to Rules, regulations or bye-laws of the concerned local Authority or any other authority or change /alter or make addition in or to the building in which the Flat is situated and the Flat itself or part thereof.

- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage construction/structure of the building or storing of which goods is objected to by the concerned Local Authority and shall not carry or cause to be carried heavy package on upper floors which may damage or likely to damage the staircase , common passages or any other structure of the building or on account negligence or default of the Allottee in this behalf and shall be liable for the consequences of the breach.
 - c) 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 alternation of whatever nature in or to the Flat or Any part thereof , nor any alternation in the elevation and outside color scheme of the building and shall keep the portion , sewers, drains pipes in the Flat and 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 or in any other manner damage to columns, beams, walls, slabs or R.C.C. , pardis or other structural members in the Flat without the prior written permission of the Developer and /or the Society.
 - d) Not to permit to be done any act or things, which may render void or voidable any insurance policy of the said land and the building in which, the flat is situated or any part thereof whereby any increased premium shall become in respect of the insurance.
 - e) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said Flat , in the compound or any portion of the said land or the said building.
 - f) To pay to the developer and /or to the society within 7 days of the demand by the developer /society his share of security deposit demanded by the concerned Local Authority or Government, Semi Government Authority for drinking water, electricity or any other service connection to the building in which the Flat is situated.
 - g) To bear and increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and /or Government and/or Public authority on account of change of user of the Flat by the Allottee or by change of Govt. policy in the said land.
 - h) The allottee shall not let, sub-let, transfer , assign or part with Allottees interest or benefits of this Agreement or part with possession of the Flat until all the dues payable by the allottee to the developer under this Agreement are fully paid and until the Allottee has obtained in writing the permission from the developer and/or from the society when formed.
 - i) The Allottee at no time demand partition of his/her interest in the said land and the building/s or in any part thereof and it is hereby agreed that the Allottee's interest in the said land and building is importable and the developer shall not be liable to execute any assignment or any other document in respect of the said Flat in favor of the Allottee.
 - j) Till a conveyance of the building in which the Flat is situated is executed , the allottee shall permit the promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof.
 - k) It is expressly agreed that the expenses for the formation and registration of a Co-operative Housing Society such as registration fee, membership fee, share money and all other necessary incidental and sundry expenses hereto and expenses required for transferring the various Flat in the name of the individual purchases shall be borne by the each of the Allottee proportionately.
 - l) In the event of the Corporate Body or the Co-operative Society being formed and registered before the sale and disposal of all the flats by the developer in the said building, the Developers shall have absolute authority and control as to the unsold Flat and the disposal thereof.
12. Nothing contained in this Agreement is intended to nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said land building or nay part thereof. The Allottee shall have no claim , save and except in respect of Flat and parking space hereby agreed to be sold to him and all other open spaces , parking spaces, lobbies , staircases, terrace, Advertising holding on terrace ,spaces, recreation places, stilted areas etc. which shall remain the property of the Developer until the said land and the Building is Convened & transferred to the society as hereinabove mentioned.
13. PRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- I) The Promoter has clear and marketable title with respect to the project land ; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - II) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - III) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - IV) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - V) All approvals , licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project , project land and said building/wing shall be obtained by following due process of law and Promoter has been and shall , at all times ,remain to be in compliance with all applicable laws in relation to the Project, project land, Building /wing and common areas;
 - VI) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing , whereby the right ,title and interest of the Allottee created herein, may prejudicially be affected;
 - VII) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - VIII) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
 - IX) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - X) 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;
 - XI) 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.
14. IT IS ALSO understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building , if any, shall be exclusively to the respective Allottees of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat allottee. The Allottee shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Developers or the society.
 15. IT IS specifically brought to the notice of the Allottee herein that the Promoter has proposed to obtain the TRANSFER OF DEVELOPMENT RIGHTS for the utilizing the same on the property described in the SCHEDULE hereunder written and have further proposed to get the plans amended , modified and revised from the KALYAN DOMBIVALI MUNICIPAL CORPORATION and Allottee herein has no objection to the DEVELOPER for utilizing and availing the transfer of development rights and floating floor space revised/modified from the KALYAN DOMBIVLI MUNICIPAL CORPORATION and the allottee herein also has no objection to the DEVELOPER constructing additional floor on the existing structure for consuming the T.D.R. or floating F.S.I. and selling the flats/units to any prospective Allottees. When require Allottee will give N.O.C. for this requirement without any condition to DEVELOPER
 16. A) The DEVELOPER shall be entitled to transfer, assign, dispose off and /or sell in any manner they deem proper the said terrace, stilt, etc., to anybody. The Flat Allottee along with the other allottees of the

flats will not raise any objection of whatsoever nature. The stilt shall always be the property of the Developer shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell same to any prospective allottee and appropriate the sale proceeds thereof for their own use.

B) THE DEVELOPER shall become the member of the **Society** in respect of its rights and benefits concerned above. If the Developer transfers assigns and dispose of such rights and benefits at any time to anybody the assignee/transferee shall become the member of the Society and /or the Apartment Owner's Association in respect of the said rights and benefits. The flats allottee will not have any objection to admit such assignee or transferee as the member/s of the society.

17. THE ALLOTTEE shall not claim any deduction in the cost of his/her flat on account of deletion of any item of construction as per his/her requirements, of the flat Allottee in his/her flat.
18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or change is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or change shall not affect the right and interest of the Allottee who has taken or agreed to take such[Apartment/plot].
19. 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 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.
20. 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 superseded any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any , between the Parties in regard to the said apartment/plot/building, as the case may be.
21. RIGHT TO AMEND
This Agreement may only be amended through written consent of the Parties
22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot] in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.
23. IF ANY ADDITIONAL amenities are required by the flat Allottee, then in that event , the flat Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Developer and his decision shall be final and binding.
24. THE ALLOTTEE covenant with the DEVELOPER that at the request of the Allottees the Developer make any change in the flats agreed to be sold and as a result of the same Developer have to use any materials less than the material to be used in other units, in that event Allottee shall not be entitled to any reduction in the agreed price of the said flat and he/she shall be liable to pay the entire agreed price as per this Agreement Similarly, the Developer are not bound to carry out any extra additional work for the Allottees, If the Allottee fails to deposit with the Developer the estimated cost for the additional work within 7 days from date of estimate given by the Developer for the such extra work to be carried out as desired by the Allottee, then the Developer shall not be liable to carry out the said additional work in the premised of the said Allottee.
25. IT IS ALSO agreed and understood that the Developer will only pay the Municipal Tax of the unsold flats/garage and will not pay any maintenance charges like water, light and other changes etc. to the

proposed society and the developers can sell the said flats/garage to any prospective buyers and then such prospective buyer shall be admitted as the member of the Society.

26. The present Agreement is required to be executed and registered under section 4 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale Management & Transfer) Act 1963. The Promoter and the Allottee shall attend the office of the concerned sub-registrar and admit execution thereof. The Allottee agree and undertake to pay the Registration Charges, Stamp Duty and any other incidental expenses, there which may arise at the time of registration of the Agreement.
27. All notices to be served on the Allottee shall be sent to the Allottee under the Certificate of Posting or Registered A.D. Post at his/ her / their address as specified hereinabove and the notice so sent shall be deemed to have been effectively, served on the Allottee.
28. **METHOD OF CLACULATION OF PROPORTIONATE SHARE WHEREEVER PEFERED TO IN THE AGREEMENT**
Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartment/Plot] in the Project.
29. The present Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale Management & Transfer) Act 1963. And the Rules framed there under or any other provisions of law applicable thereof.
30. If M.S.E.B. authorities insist for installation of transformer, then the cost and the installation charges thereof shall be proportionately borne and paid by all the Flat allottees as per the estimate given by the developer.
31. Value Added Tax (VAT) of 2005,& Service Tax Act is applicable to this agreement. And This Agreement is presently not covered under the Propose Central or State GST. Tax Act, however if it is covered in future under the said Acts and or any other tax applicable at the time of agreement of sale or till the date of possession of the said Flat shall be born & paid by the Allottee. Allottee shall be liable to pay the said tax or taxes on demand by the Developer
32. If the Allottee request in writing to the Developer to cancel and terminate these presents for whatsoever reason, the Developer shall refund the amount paid by the Allottee without any interest and only after getting substitute booking thereof after deducting there from such towards liquidating charges, compensation and expenses towards such cancellation and termination.
33. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the Promoter by Registered Post A D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)
Notified Email ID:_____

M/S _____ Promoter name

(Promoter Address)
Notified Email ID:_____

It shall be the 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 poisted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

34. **JOINT ALLOTTEES**
That in case there are joint Allottee all communications shall be sent by the promoter to the Allottees 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
35. **Dispute Resolution :-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, there under.
36. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction of this Agreement.

SCHEDULE OF 'THE SAID PLOT' REFERRED TO HEREIN ABOVE

ALL THAT PIECE OR PARCEL of the non-agricultural plot land situate at Village – G.B. Pathrli, Taluka-Kalyan, Dist-Thane bearing S.no. 64, Hissa no.1/[part] plot no.4. Having corresponding CTS. Nos. 11007 to 11010, Coming within the limits of Kalyan- Dombivali Municipal Corporation, Kalyan and coming within the registration Sub-District o Dombivali , Kalyan , registration District of Thane , which plot of land is referred to herein above as '**The said Plot** '

SCHEDULE OF 'THE SAID FLAT' REFERRED TO HEREIN ABOVE

ALL THAT PIECE OR PARCEL of the Flat No_____, on _____ floor admeasuring _____ Sq.Mtr. carpet Area respectively in the building known as '**Purushottam- Kshitij**' developed on the non-agricultural plot land situate at Village – G.B. Pathrli , Taluka Kalyan, Dist -Thane bearing S.No. 64, Hissa no.1/[part] plot no.4 , Having corresponding CTS. Nos. 11007 to 11010, Coming within the limits of Kalyan Dombivali Municipal Corporation, Kalyan and coming within the registration Sub-District o Dombivali , Kalyan , registration District of Thane , which Flats are referred to herein above as '**The Said Flat** '

IN WITNESS WHEREOF THE PARTIES HERE TO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN:SIGNED, SEALED &DELIVERED

By the within named DEVELOPERS
M/S HORIZON ENGINEERS
Through proprietor

Ms. _____
In the presence of

'DEVELOPERS'

SIGNED, SEALED & DELIVERED

By the within named ALLOTTEE

Name :-

Address:-

Name :-

Address:-

'ALLOTTEE'

In the presence of
Witness –

1)

2)