AGREEMENT FOR SALE

Stamp Rs. _____/-
Valuation Rs. _____/-
Consideration Rs. _____/-

This AGREEMENT FOR SALE is made and entered into at Kalyan, Dist Thane, on this _____ Day of _____, 2023

BETWEEN

M/s. BALAJI ENTERPRISES (PAN : AAQFB8510L) a partnership firm Through its Partners (1) Mr. Kiran Ratan Teli Age 55 Years**,** (2) Mr. Ajay Shankar Teli Age 49 Years**,** (3) Mr. Prakash Mangilal Jain Age 46 Years & (4) Mr. Mukesh Babulal Dinodiya Age 55 Years having address at Bhageshree Apartment, Opp. Oak High School, Tilak Chowk, Kalyan, Dist- Thane -421301, hereinafter referred to as **"PROMOTER"** (Which expression shall unless it be repugnant to context or meaning there of means and includes his legal heirs, executors, administrators, and assigns) of the **FIRST PART**.

AND

(1) _____, Age ____ years, (PAN : _____),
(2) _____, Age _____ years, (PAN : _____),
residing at_____
_____, hereinafter referred to as **"THE ALLOTTEE/S"** (Which expression shall unless it to be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART**.

Whereas by Development Agreement dated 17/10/2016 vide documents No. KLN-1/10671/2016 registered on dated 17/10/2016 & executed between Land owners Smt. Kaushalyabai Laxman Teli, Shri Ganesh laxman Teli, Shri Mohan Laxman Teli, Shri Prakash Laxman Teli, Shri Raju Laxman Teli & Shri Kailash Laxman Teli and the promoter **M/s. BALAJI ENTERPRISES** partnership firm Through its Partners Mr. Kiran Ratan Teli Mr. Ajay Shankar Teli, Mr. Prakash Mangilal Jain & Mr. Mukesh Babulal Dinodiya**,** the land owners granted to the promoters development rights to the piece or parcel of freehold land lying and being at City Survey No. 2065/2B area admeasuring 61.40 Sq. Mtrs & City Survey No. 2066/2B area admeasuring 354.00 Sq. Mtrs., totally admeasuring 415.40 Sq. Mtrs lying and being at Village- Kalyan, Taluka- Kalyan, within the limits of Kalyan Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane, Maharashtra State hereinafter referred to as the **"SAID PROPERTY"** more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS THE PROMOTER HEREBY DECLARE THAT :

1. There is no any covenants affecting the said property
2. There is no any impediment attached to the said property
3. The promoter has clear possession of the said property and not occupied by any tenant
4. There is no illegal encroachment on the said property
5. The land is clear and free and do not require any permission which affect the title of the property
6. There is a no mortgage, lien or charge on the said property.

AND WHEREAS the promoter is entitled and enjointed upon to construct buildings on the said project land in accordance with plan approved by the Kalyan Dombivali Municipal Corporation.

AND WHEREAS the promoter is in possession of the said project land

And whereas the Promoter prepared scheme for development of the said land by constructing 1 building comprising of Basement plus 7 upper floors consists of Residential-cum Commercial complex in accordance with the provision of the Kalyan Dombivali Municipal Corporation, Kalyan and the rules made under and the directions and guidelines from time to time given by the appropriate authority for the construction of building(s) on the said project land.

The Promoter got the plans approved for the development of the said project land more particularly described in the **FIRST SCHEDULE** hereunder written for the construction of multi-storeyed building consisting of 1 building comprising of Basement plus 7 upper floors consists of Residential-cum Commercial complex in the building known as "**KAUSHALYA HEIGHTS"** and obtained approval of the Kalyan Dombivali Municipal Corporation, Kalyan vide permission bearing Office No. KDMC/TPD/BP/KD/2017-18/89/414 dated 30/12/2021 and pursuance to the said permission and accordingly the Promoter have started Construction of R.C.C. building(s) with a view to sell the flats/shops on ownership basis. The Real estate project constructed on the entire land shall be known as "**KAUSHALYA HEIGHTS".** The promoter is entitled to amend, modify, revise the said plan subject to the approval of Kalyan Dombivali Municipal Corporation, Kalyan.

And whereas, the Allottee(s) is/are desirous of purchasing the Residential **Flat/Shop** in the Building known as "**KAUSHALYA HEIGHTS**" (hereinafter referred as the "**SAID BUILDING")** in the project known as "**KAUSHALYA HEIGHTS"** being constructed by the promoter on Land bearing City Survey No. 2065/2B area admeasuring 61.40 Sq. Mtrs & City Survey No. 2066/2B area admeasuring 354.00 Sq. Mtrs., totally admeasuring 415.40 Sq. Mtrs lying and being at Village- Kalyan, Taluka-Kalyan, within the limits of Kalyan Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane.

AND, the Allottee(s) after having fully satisfied himself/herself/themselves about the title of the property has/have agreed to acquire **Flat/SHOP No. _____** on _____ **Floor** Area admeasuring about _____ **Sq. Mtrs (** as defined under the Provision of RERA) in Building known as "**KAUSHALYA HEIGHTS**" in the project known as "**KAUSHALYA HEIGHTS "** constructed on Land bearing City Survey No. 2065/2B area admeasuring 61.40 Sq. Mtrs & City Survey No. 2066/2B area admeasuring 354.00 Sq. Mtrs., totally admeasuring 415.40 Sq. Mtrs lying and being at Village- Kalyan, Taluka-Kalyan, within the limits of Kalyan Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane, on "**OWNERSHIP BASIS**" (hereinafter referred as the "**SAID FLAT/SHOP")** on the terms and conditions agreed upon between the parties hereinafter appearing. more particularly described in **SECOND SCHEDULE**.

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

AND WHEREAS the Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Konkan Division at Kalyan bearing No.**P_____**; authenticated copy is attached hereto;

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

And whereas by virtue of Development Agreement the promoter has sole and exclusive right to sale the apartment in the said building to be constructed by the promoter on the project land and entered in to Agreement with the allottee of the apartment and to receive the sale consideration in respect thereof

AND WHEREAS on demand from the allottees, the Promoter have given inspections to the Allottee of all the documents of title relating to the project land and the plan designs and specifications prepared by the Promoter's Architects M/s. A. S. Dastane & Associates 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;

A. P. Badawane, Advocate has issued their Certificate of title certifying that the title of the "Promoters" to the said property described in the First Schedule hereunder written is clear, marketable and free from encumbrances. The zerox copy 7/12 extract and title have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the promoter and according to which the construction building and open space are proposed to be provided on the said project have been annexed hereto.

AND WHEREAS the authenticated copies plans and specification of the apartment agreed to be purchased by the allottee, as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Building.

AND WHEREAS while sanctioning the said plans concerned local Authority and/or Government has Laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed while developing the project land and the said building 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.

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

AND WHEREAS the Allottee has applied to the Promoters for allotment of said **Flat/Shop** in the building known as "**KAUSHALYA HEIGHTS**" in the project known as "**KAUSHALYA HEIGHTS"** being constructed in the said Project land.

AND WHEREAS the RERA carpet area of the said **Flat/Shop is _____ square meters** and "RERA carpet area" means the net usable floor area of an Flat/shop, exclusive the area covered by the external walls, areas under services shafts, exclusive balcony, dry balcony appurtenant to the said Flat/shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/shop for exclusive use of the allottees, but includes the area covered by the internal partition walls of the Flat/shop.

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

AND WHEREAS prior to the execution of these presents the Allotee(s) has/have paid to the promoter a sum of Rs._____/- (Rupees _____) only, being part payment of the sale consideration of the Flat/Shop agreed to be sold by the promoter to the allottee as advance payment (the payment and receipt whereof the promoter doth hereby admit and acknowledge and the allottee has/have agreed to pay to the promoter the balance of sale consideration in the manner hereinafter appearing.)

AND WHEREAS, the Promoter has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Konkan Division Kalyan No**. P_____**;

AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Flat/Shop with the allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In Accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Shop.

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

1. The Promoter shall construct the said building/s consisting of 1 building namely comprising of Basement plus 7 upper floors consists of Residential-cum Commercial complex on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, subject to the approval of Kalyan Dombivali Municipal Corporation, Kalyan.

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 Flat/shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sale to the Allottee **Flat/shop No. _____** on _____ **Floor** Area admeasuring about _____ **Sq. Mtrs (** as defined under the Provision of RERA) in Building known as "**KAUSHALYA HEIGHTS**" in the project known as **"KAUSHALYA HEIGHTS"** as shown in the Floor plan annexed hereto for the **Consideration of Rs. _____/-** including **(Rupees _____ _____ Only)** being the proportionate price of the common areas and facilities appurtenant to the Flat/Shop, the nature, extent and description of the common areas and facilities which are more particularly described in the **SECOND SCHEDULE** annexed herewith. (the price of the Flat/Shop including the proportionate

price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allotte hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee Parking bearing Nos _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs._____/-

(iii) The Allotte hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee covered Parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs._____/-

1(b) The total aggregate consideration amount for the said Flat/Shop including garages/covered parking spaces is thus Rs._____/-

1(c) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- **(Rupees _____ _____only) (** not exceeding 10% of the total consideration) as advance payment or application fees and hereby agrees to pay to the Promoter the balance consideration of Rs._____/- (Rupees _____ _____ only) in the following manner :

i. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stiltsof the building or wing in which the said Apartment is located.

iv. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in whichthe said Apartment is located..

vii. Amount of Rs._____/- (Rupees _____ _____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

The said flat/Shop is sold out of Promoters share therefore Cheques/ Demand drafts/ Pay order shall be drawn in the name of "**M/S. BALAJI ENTERPRISES"**

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

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

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

1(g) 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. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

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

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

2.2 Time is essence for the promoter as well as the allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of the construction by the promoter as provided in clause 1(b) hereinabove (payment plan).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ Sq. Mtrs 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 Promoters has disclosed the Floor Space Index of _____ Sq. Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/shop to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee, the Promoters 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 Promoters, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

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

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his/her/their 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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Flat/Shop as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Flat/Shop to the Allottee on or before **31st day of March, 2025**. If the Promoters fails or neglects to give possession of the Flat/Shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by promoter in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of –

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

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

7.2 The Allottee shall take possession of the Flat/Shop within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat/Shops are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Flat/Shop/shop]:** Upon receiving a written intimation from the Promoters as per clauses 7.2, the Allottee shall take possession of the Flat/Shop from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat/Shop to the allottee. In case the Allottee fails to take possession within the time then the Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Flat/Shop/Shop or any part thereof or permit the same to be used only for purpose of residence/Commercial. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flat/Shops in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoters to register the common organisation of 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 or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter/Lessor/ Original Owner the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/shop 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/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said keep deposited with the Promoter the following amounts:-

(i) Rs. _____/- for share money, application, entrance fee of the Society

(ii) Rs._____/- for formation and registration of the Society.

(iii) Rs._____/- for proportionate share of taxes and other charges/levies in respect the society.

(iv) Rs._____/- for deposit towards provisional monthly contribution towards outgoings pof Society.

(v) Rs._____/- for deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs._____/- for deposits of electrical receiving and sub station provided in Layout.

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

12. At the time of registration of conveyance of Land and structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee’s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoters 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 Promoters 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 there are encumbrances disclosed in the title report ;

iv. There are no litigations pending before any Court of law with respect to the project land or there are no litigation disclosed in the title report ;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters 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 Promoters 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 Promoters 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/Shop which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee/s 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 Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

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

14. The Allottee/s shall himself/herself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Promoters as follows:-

i. To maintain the Flat/Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is

caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Flat/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop 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/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Promoters and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shops 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop 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.

xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, 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 buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat/Shop is situated is executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shops or of the said and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement he/she/they shall not mortgage or create a charge on the *[Flat/Shop] 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/Shop].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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.

19. 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 /building, as the case may be.

20. RIGHT TO AMEND

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

21. 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/Shop], in case of a transfer, as the said obligations go along with the [Flat/shop] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

23. 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/shop] to the total carpet area of all the [Flats/shop] in the Project.

24. FURTHER ASSURANCES

All the 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after this the Agreement is duly executed by the Allottee and the Promoters 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 Kalyan.

26. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

MR. _____
MRS. _____
_____
_____
_____
Notified Email ID: _____

M/s. BALAJI ENTERPRISES
at Bhageshree Apartment, Opp. Oak High School,
Tilak Chowk, Kalyan, Dist- Thane -421301
Notified Email ID: kiranteli5601@gmail.com

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser/s.

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

31. 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 Kalyan courts will have the jurisdiction for this Agreement

FIRST SCHEDULE ABOVE REFERRED TO
(PROJECT LAND)

Non Agricultural Land bearing City Survey No. 2065/2B area admeasuring 61.40 Sq. Mtrs & City Survey No. 2066/2B area admeasuring 354.00 Sq. Mtrs., totally admeasuring 415.40 Sq. Mtrs lying and being at Village- Kalyan, Taluka-Kalyan, within the limits of Kalyan Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane, Maharashtra

SECOND SCHEDULE ABOVE REFERRED TO
(FLAT/SHOP)

This **Flat/Shop No. _____** on _____ **Floor** Area admeasuring about _____ **Sq. Mtrs. (** as defined under the Provision of RERA) in Building known as **“KAUSHALYA HEIGHTS”**, in the project known as “**KAUSHALYA HEIGHTS”,** constructed on Land bearing City Survey No. 2065/2B area admeasuring 61.40 Sq. Mtrs & City Survey No. 2066/2B area admeasuring 354.00 Sq. Mtrs., totally admeasuring 415.40 Sq. Mtrs lying and being at Village- Kalyan, Taluka-Kalyan, within the limits of Kalyan Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane Maharashtra State.

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED "**PROMOTER**"
"THE PARTY OF THE FIRST PART"
BALAJI ENETERPRISES
Through it's Partners
MR. KIRAN RATAN TELI _____

MR. AJAY SHANKAR TELI _____

MR. PRAKASH MANGILAL JAIN _____

MR. MUKESH BABULAL DINODIYA _____

in presence of _____

_____

SIGNED AND DELIVERED BY THE
WITHIN NAMED "**ALLOTTEE/S"**
"THE PARTY OF THE SECOND PART"

MR. _____ _____

MRS. _____ _____

in the Presence of _____

_____