AGREEMENT FOR SALE

This Agreement made at **Kalyan -**

on this____day of **_____**

BETWEEN

M/s SHIVSHAKTI DEVELOPERS, (PAN NO. _____) a partnership firm constituted under the Indian Partnership Act, 1932, having its office at. R1, Mangeshi Sahara, Chikanghar, Near Chatri bungalow, Kalyan (W), through its partner **1. Umesh Dwarkadas Tanna**, Age. ___ Years, hereinafter referred to as "**M/s SHIVSHAKTI DEVELOPERS**" hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include Partners, their heirs executors, administrators and assigns) of the **FIRST PART;**

AND

_____
_____
_____

hereinafter called and referred to as the **Purchaser/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their respective heirs, executors, administrators and assigns) being the Party of the Second Part.**;**

WHEREAS originally Shri Gopal Mahadu Gaikwad was the owner of all that piece and parcel of land bearing Survey no. 31, Hissa No. 5, Area adm. 1800 Sq. mtrs, lying being and situate at Village Tisgaon, Tal- Kalyan, Dist- Thane within the limit of Kalyan Dombivili Municipal Corporation hereinafter for the sake of brevity called and referred as "Said Property".

AND WHEREAS Shri Gopal Mahadu Gaikwad died on 13/09/1994 leaving behind his legal heirs as follows

a. Smt. Kashibai Gopal Gaikwad
b. Shri Harishchandra Gopal Gaikwad
c. Shri Bhaskar Gopal Gaikwad
d. Shrii Suresh Gopal Gaikwad
e. Shri Rajaram Gopal Gaikwad
f. Shri Pandhrinath Gopal Gaikwad.

AND WHEREAS Smt Kashibai Gopal Gaikwad died on 20/07/2004, Shri Suresh Gopal Gaikwad died on 02/04/1996 and Shri Pandhrinath Gopal Gaikwad died on 16/08/2009.

AND WHEREAS Smt Kashibai Gopal Gaikwad left behind her legal heirs as follows

g. Shri Harishchandra Gopal Gaikwad
h. Shri Bhaskar Gopal Gaikwad
i. Shri Rajaram Gopal Gaikwad.

AND WHEREAS Shri Suresh Gopal Gaikwad left behind him his legal heirs as follows

j. Smt. Hirabai Suresh Gaikwad
k. Shri Avinash Suresh Gaikwad.

AND WHEREAS Shri Pandhrinath Gopal Gaikwad left behind him his legal heirs as follow

l. Smt. Geeta Pandhrinath Gaikwad
m. Shri Hitesh Pandhrinath Gaikwad.

AND WHEREAS by and under Agreement for sale dated 22/03/2012, registered in the office of Sub Registrar of Assurances Kalyan – 2 at serial no. 2588, Shir Harishchandra Gopal Gaikwad, Shri Bhaskar Gopal Gaikwad, Shri Rajaram Gopal Gaikwad, Smt. Hirabai Suresh Gaikwad, Shri Avinash Suresh Gaikwad, Smt. Geeta Pandhrinath Gaikwad and Shri Hitesh Pandhrinath Gaikwad has agreed to sell the said property unto M/s Shivshakti Developers upon the terms and conditions mentioned therein.

AND WHEREAS in pursuance of Agreement for Sale dated 22/03/2012 Shir Harishchandra Gopal Gaikwad, Shri Bhaskar Gopal Gaikwad, Shri Rajaram Gopal Gaikwad, Smt. Hirabai Suresh Gaikwad, Shri Avinash Suresh Gaikwad, Smt. Geeta Pandhrinath Gaikwad and Shri Hitesh Pandhrinath Gaikwad have executed Power of Attorney in favour of M/s Shivshakti Developers to do all the acts, deeds and things set out therein, the said Power of Attorney is registered in the office of Sub Registrar of Assurances Kalyan – 2 at serial no.2589.

AND WHEREAS consent of Smt. Bhavna Rajesh Mhatre @ Bhavna Suresh Gaikwad and Smt. Aparna Devanand Bhoir @ Aparna Suresh Gaikwad was not taken at the time of Agreement for Sale dated 22/03/2012, hence by and under Confirmation Deed dated 18/11/2020, registered in the office of Sub Registrar of Assurances Kalyan – 2 at serial no. 11931, they have confirmed the aforesaid Agreement for Sale dated 22/03/2012.

AND WHEREAS in pursuance of Deed of Confirmation dated 18/11/2020, Smt. Bhavna Rajesh Mhatre @ Bhavna Suresh Gaikwad and Smt. Aparna Devanand Bhoir @ Aparna Suresh Gaikwad has executed Power of Attorney in favour of M/s Shivshakti Developers, to do all the acts, deeds and things set out therein the said power of attorney is registered in the office of Sub Registrar of Assurances Kalyan – 2 at serial no. 11932

AND WHEREAS that by and under Sale Deed dated 01/06/2023, registered in the office Sub Registrar of Assurances Kalyan – 4 at serial no. 7702, Shri Harishchandra Gopal Gaikwad, Shri Bhaskar Gopal Gaikwad, Shri Rajraram Gopal Gaikwad, Shri Avinash Suresh Gaikwad, Smt Geeta Pandhrinath Gaikwad, Shri Hitesh Pandhrinath Gaikwad through Power of Attorney M/s Shivshakti Developers through partner Shri Chandrakant Bhosle and Smt. Bhavna Rajesh Mhatre @ Bhavna Suresh Gaikwad and Smt. Aparna Devanand Bhoir through Power of Attorney M/s Shivshakti Developers through partner Umesh D. Tanna has sold the said property unto M/s Shivshakti Developers upon the terms and conditions mentioned therein.

AND WHEREAS the Party of the First part have submitted building proposal to the Kalyan Dombivli Municipal Corporation and after scrutinizing and verifying thebuilding proposal and being satisfied that the said building proposal is as per

the prevalent DC Rules and building bye-laws, the Kalyan Dombivli Municipal Corporation has granted commencement certificate bearing outward no. KDMC/TPD/BP/KD/2018-19/0032/98 dated 27/05/2022 for carrying out construction of a Building consisting of Stilt + 7 Upper Floors.

AND WHEREAS Tahsildar Kalyan was please to issue order of Conversion Tax under Maharashtra Land Revenue Code 1966 dated 05/12/2017.

AND WHEREAS the Promoter is entitled and enjoined upon to construct the aforesaid building in accordance with the recitals hereinabove;

AND WHEREAS the Promoter are in possession of the Said Property.

ANDWHEREAS the Promoter is in the process of developing a project under the name of **"**_____**"** (the "said building" or any other such names as may be decided by the owner) comprising of residential cum commercial buildings on the said property.

AND WHEREAS the Promoters/ Developers have undertaken to register/registered the project under the provisions of the Act with the Real Estate Regulatory Authority. The registration No. **_____** of the Project is "_____" annexed at Annexure F. And Valid for a Period Commencing from **_____** and ending with **_____**.

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, specifications, elevation and details of the Said Building (hereinafter referred to as "the Said Plans").

ANDWHEREAS the Promoter through its Architect **Mr. Dilip Tambday** has submitted building plans to Kalyan Dombivli Municipal Corporation (hereinafter referred to as **"the said Corporation**") for its approval in respect of the entire Property.

AND WHEREAS the Promoter has provided to the Allotee/s the copy sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Allottee/s and the Allottee/s is/ are fully aware of the covenants,common rights as appearing on the sanctioned plans and after

being fully satisfied about the same.

AND WHEREAS the Allottee has seen the site of the Said Project and the workof construction of the Said Building and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Promoter has given the clear inspection of the sanctioned plans to the Allottee/s which also includes the consumption and utilization of the transfer of development rights and has represented and brought to the notice of the Allottee/s and the Allottee/s is/are fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoter on the Said Property as aforesaid including the number of building etc;

AND WHEREAS by virtue of the Development Agreement and Power of Attorneythe Promoter has sole and exclusive right to sell the **Flat**/Shops in the said building constructed by the Promoter on the Said Property and to enter into Agreement/s with the Allottee(s) of the **Flat**/Shops to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as per prevailing Act ;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Village Forms VI and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Said property on which the **Flat**/Shops are constructedhave been annexed hereto and marked as **Annexure A and B** respectively.

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

AND WHEREAS the authenticated copies of the plans of the Layout as

proposed by the Promoter and according to which the construction of the building and openspaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the authenticated copies of the plans and specifications of the **Flat**/Shops agreed to be purchased by the Allottee/s as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure D.**

AND WHEREAS the Allottee/s has/have applied and offered to the Promoter for allotment of an **Flat**/Shops No.___ on_____ floor, in ___wing, the Building known as **"_____"** constructed on the said property.

AND WHEREAS the Promoter has accepted the offer of the Allottee/s and agreed to allot an Flat bearing number ____ on___ floor, (herein after referred to as the said "**Flat**/Shops") in the Building known as **"_____"** (herein after referred to as the said "Building") constructed by the Promoter.

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

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

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs_____/- (Rupees _____),** being part payment of the sale consideration of the **Flat**/Shops agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter do hereby admit and acknowledge)

and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase the said **Flat**/Shops and/or the garage/covered parking(if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. The Promoter is entitled to construct building on the said property in accordance with the plans, designs and specifications as approved by the Kalyan Dombivli Municipal Corporation from time to time.

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

1.a (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat No.____ __ wing, on_____ **floor of carpet area admeasuring_____sq. meters and Balcony of _____ Sq. Meters**, **Open Terrace** area of **_____ sq. Meters** in the building known as "**_____"** (hereinafter referred to as "the **Flat**/Shops ") as described in Schedule "A" written hereunder and as shown in the Floor plan thereof hereto annexed and marked as Annexure(s) C-1 and C-2 for the consideration of Rs.**_____/- (Rupees __ Only)** 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 Schedule annexed herewith.

(ii) (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee garage/covered car parking space at _____ level basement / podium/ stilt/mechanical car parking unit bearing no. _____ admeasuring ____ sq.ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance

(iii) The Allottee has requested the promoter for allotment of an open parking space and the promoter agrees to allot to the allottee an open car parking space without consideration bearing No _____ admeasuring sq.ft. having _____ ft length x _____ ft. breadth.

1.b The total aggregate consideration amount for the **Flat**/Shops 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_____)** (not exceeding 10%of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs._____**/- (Rupees_____Only)** in the following manner :-

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

ii. Amount of **Rs.__/- (Rupees_____only)** (notexceeding 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 **Flat**/Shops is located.

iii. Amount of **Rs.__/- (Rupees _____only)**(not exceeding 70% of the total consideration) to be paid to the Promoter oncompletion of the slabs including podiums and stilts of the building or wingin which the said **Flat**/Shops is located.

iv. Amount of **Rs.__/- (Rupees**

_____only)(not exceeding 75% of the total consideration) to be paid to the Promoter oncompletion of the walls, internal plaster, floorings doors and windows of the said **Flat**/Shops.

v. Amount of **Rs.__/- (Rupees _____only)**(not exceeding 80% of the total consideration) to be paid to the Promoter oncompletion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said **Flat**/Shops.

vi. Amount of **Rs.__/- (Rupees _____only)**(not exceeding 85% of the total consideration) to be paid to the Promoter oncompletion of the external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the said **Flat**/Shops is located.

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

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

The Cheque/DD/Pay order to be drawn in favour to **M/s.**

_____

_____

_.

1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the **Flat**/Shops which the Allottee is liable to pay.

The transaction covered by this contract at present attracts GST at the rate of _____%. The Allottee in addition to the consideration of Rs._____as mentioned in clause 4.1.a (i) is liable to pay Rs._____/- towards GST.It is agreed by the Allottee/s that by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for any tax/es and/or levies or by whatever named called, the Allottee along with the other Allottees of the building shall be liable to pay the same on demand.

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

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

1.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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 gapof three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within ninety days from the date of demand by the Alottee. 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 shallbe made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Promoter hereby agrees to observe, perform and comply with allthe 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**/Shops to the Allottee, obtain from the concerned local authorityoccupancy and/or completion certificates in respect of the **Flat**/Shops.

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**/Shops 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 installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by

the Promoter as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as ondate in respect of the said property is _____ square meters only and Promoter has planned to utilize approx Floor Space Index of _____ Sq. Mtrs. including, 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 _____ square meters as proposed to be utilized on the project land in the said Project and Allottee has agreed to purchase the said **Flat**/Shops based on the proposedconstruction and sale of **Flat**/Shops to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the **Flat**/Shops 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 Allotteeto the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

(*Explanation: Rate of interest payable by promoter to allottees or by allottees to the Promoter shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 percent.*

In case State Bank of India highest Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public.)

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter

under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/ or 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 thePromoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, after deducting an amount equal to ____% of the total consideration payable hereunder as liquidated damages, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said **Flat**/Shops which may till then have been paid by the Allottee to the Promoter. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at libertyto dispose off and to sell the said **Flat**/Shops to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the **Flat**/Shops as are set out in Annexure E, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of March 2029. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the

same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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**/Shops, to the Allottee in terms of this Agreement to be taken within 15 days (Fifteen days from the date of issue of such notice) and the Promoter shall give possession of the **Flat**/Shops to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 allottee/s, as the case may be.The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the **Flat**/Shops after clearance of all the dues, within 15 days of the notice from the Promoter to the Allottee/s intimating that the said **Flat**/Shops is ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Flat/Shops:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shalltake possession of the **Flat**/Shops 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**/Shops to the Allottee. In case the Allottee fails to take possessionwithin the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the **Flat**/Shops to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the **Flat**/Shops or the building in which the **Flat**/Shops 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 its 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.

7.5 Provided after receiving of the **Flat**/Shops from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing suchdamages caused by the Allottees and the Allottees alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottees shall not carry out any alterations of the whatsoever naturein the said **Flat**/Shops and specific the structure of the said unit/wing/phase of the said building which shall include but not limit to column, beams etc.,or in the fitting, therein, in particular it is hereby agreed that the Allottee shallnot make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchenwhich may result in seepage of the water. If any such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.

8. The Allottee shall use the Said **Flat**/Shops or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. TheAllottee agrees not to change the user of the said **Flat**/Shops without prior consent in writing of the Promoter and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

9. The Allottee along with other Allottee(s) of **Flat**/Shops in the building shall join in forming and registering the Society or Association 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 and for becoming a member,including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded bythe Promoter to the Allottee, so as to enable the Promoter to register the common organization 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, as the case may be, or any otherCompetent Authority.

9.1 The Promoter shall, within three months of obtaining Occupancy Certificate of the Society or Association, as aforesaid, cause to be transferred to the society or all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said **Flat**/Shops is situated.

9.2 The Promoter shall, within three months of obtaining Occupancy Certificate of the last Society,as aforesaid, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the said First Owner and/or the Promoter in the said property on which the building are constructed.

9.3 The Association of allottee shall be formed within 3 months from the date of 51% of the flats in project are booked by allottees.

9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the **Flat**/Shops 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**/Shops) of outgoings in respect of the said property and Building/s namely property 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 said property and building/s. Until the Society is formed and the said structure of the

building/s or wings is transferred to it, the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/- per month towards the maintenance only. Theamounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance 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, as the case may be.

10 At the time of registration of conveyance of the structures of the building constructed in the said project, in the favour of each co-operative housing society or as the case may be, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument oftransfer in respect of the structure of the said Building. The Promoter shall execute the conveyance deed of the undivided proportionate land and common area in favour of the Association of Allottees or the competentauthority, as the case may be, after completion of the last building in the said project and the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body orFederation on such conveyance 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.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

i. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the projectland and also has actual, physical and legal possession of the projectland 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 said property or the Project;

iv. There are no litigations pending before any Court of law with respect to the said property;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building shall be obtained by following due processof law and the Promoter has been and shall, at all times, remain to bein compliance with all applicable laws in relation to the Project, said property, Building 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 **Flat**/Shops 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 **Flat**/Shops to the Allottee inthe 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 have duly paid and shall continue to pay and dischargeundisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penaltiesand 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.

12. The Promoter have informed to the Allottee and the Allottee is aware that as per the Scheme of Construction envisaged by the Promoter:

a) a.1) The Promoter intend to and are developing the said property to be known as **"_____"**;

a.2) The Promoter are entitled to construct Building on the said property as per the plans sanctioned in respect of the said property. Moreover, as per provisions of the D. C. Regulations, the Promoter intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said building.

b) the Promoter shall be at liberty and be entitled to amend the lay-out plan of the said property as may be required by the Promoter at their sole discretion.

c) The Promoter have the right to display advertisements, hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the Allottees herein along with the other Allottee will not raise any objection for the same.

d) The Promoter has clearly brought to the notice and knowledge of the Allottee and the Allottee is aware that the Promoter intend to complete the said building as per the sanctioned plans and permissions and the said property will be conveyed to such co-operative housing society/ Apexbody as per the timelines as mentioned in Para 9.1 & 9.2 of this

agreement and as and when the need arises and the above contents shall always form an integral part of further writings, deeds and documents including the final deed of conveyance and the same is clearly seen, verified and accepted by the Allottee herein and in terms of such contents the final Deed of Conveyance will be executed and registered.

e) The Promoter are negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Promoter shall at their option be entitled to amalgamate the said adjoining properties and/or grantthe right of way to such adjoining land owners or their assignees andconstruct such building thereon and that the Allottee/s has. Aforesaid conditions are of the essence of the contract and only upon theAllottee agreeing to the said conditions, the Promoter have agreed to sell the said **Flat**/Shops to the Allottee.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.

13. The Allottee/s or himself/themselves with intention to bring all persons intowhosoever hands the **Flat**/Shops may come, hereby covenants with the Promoter as follows:-

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

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

iii. To carry out at his own cost all internal repairs to the said **Flat**/Shops and maintain the **Flat**/Shops in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the **Flat**/Shops is situated or the **Flat**/Shops whichmay 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**/Shops 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**/Shops or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the **Flat**/Shops is situated and shall keep the portion, sewers, drains and pipes in the **Flat**/Shops 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**/Shops 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**/Shops without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the **Flat**/Shops 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 permitthe same to be thrown from the said **Flat**/Shops in the compound orany portion of the project land and the building in which the **Flat**/Shops is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the **Flat**/Shops 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**/Shops 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**/Shops until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society 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/Apex Body/Federation regarding the occupancy and use of the **Flat**/Shops 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**/Shops is situated is executed in favour of Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xii. The Allottee shall not claim any deduction in the cost of his / her **Flat**/Shops on account of deletion of any item of construction as perhis / her requirements, of the Allottee in his / her flat.

xiii. If Additional amenities are required by the Allottee, then in that event the Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoter or the Architect of the Promoter and his decision shall be final and binding.

xiv. It is also understood and agreed by and between the parties hereto that the open terrace, E.P, balcony, dry balcony, cup-board appurtenant to/or in front of or adjacent to the **Flat**/Shops in thesaid building, if any, shall be exclusively to the respective Allottees of the said **Flat**/Shops and the same are intended for the exclusive use of the respective **Flat**/Shops Allottees as shown in the Floor Plan.

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

14. It is also agreed and understood that the Promoter will only pay the municipal tax for the unsold **Flat**/Shops and will not pay any maintenance charges like water, light etc., and the Promoter can sell the said **Flat**/Shops to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

15. The Allottee/s has/have seen the layout of the proposed building complex and has agreed and understood the common amenities like commonroads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Allottees of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

16. It is specifically declared that if the Promoter provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining building / societies and the Allottee herein along with the other Allottees shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other building in the adjoining properties.

17. It is brought to the notice of the Allottee/s that the electric meters of all the **Flat**/Shops premises as well as the water meters will be in the name of thePromoter herein and the Allottee/s and / or their society shall get the sametransferred in their favour and the Promoter herein will grant the no objection as and when required.

18. 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 Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the **Flat**/Shops hereby agreed tobe sold to him and all open spaces, parking spaces, lobbies, staircases, terraces will remain the property of the Promoter until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the said **Flat**/Shops 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**/Shops.

20. 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 betreated 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.

21. 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 regardto the said **Flat**/Shops /plot/building, as the case may be.

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

23. 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 Allotteesof the **Flat**/Shops, in case of a transfer, as the said obligations go along with the **Flat**/Shops for all intents and purposes.

24. 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.

25. 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**/Shops to the total carpet area of all the **Flat**/Shops in the Project.

26. 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 hereinor to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

28. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.

29. 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 addressesspecified below:

Name of Allottee **1) MR**

1) MR_____

(Allottee's Address) **–**_____

Notified Email ID: _____

M/s Promoter name _____

(Promoter Address) _____

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoter to inform each other ofany 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.

30. JOINT ALLOTTEES: That in case there are Joint Allottee/s, 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 Allottee/s.

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

32. 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 Maharashtra Real Estate Regulatory Authority as per the provisions of theReal Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

33. 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 _____courts will have the jurisdiction for this Agreement.

34. It is hereby made clear that the furniture lay out, colour scheme, elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottee/s and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The Promoter reserves the right to make changes in the Elevations, Designs and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoter are final and it is binding on the Allottee/s.

35. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made there under.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey no. 31, Hissa No. 5, Area adm. 1800 Sq. mtrs, lying being and situate at Village Tisgaon, Tal- Kalyan, Dist- Thane within the limit of Kalyan Dombivili Municipal Corporation, registration District Thane, Sub-registration District Kalyan and bounded as under

On or towards East :
On or towards West :
On or towards South :
On or towards North :

SECOND SCHEDULE ABOVE REFERRED TO

Stilt parking, Lobby, Passage, Open Space, Staircase, Lift lobbies, Terraces,Duct Area, Refugee Area, Common entrance and exit of building, Open parking

areas, Common terrace spaces, installation of central services i.e. electricity, water, sanitation, underground water tank, overhead water tank, etc.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
by the within named Promoter

_____ _____

SIGNED & DELIVERED
by the within
namedAllottee/s

_____

_____

IN PRESENCE OF WITNESS:

1. _____

2. _____

SCHEDULE A

All that premises of Flat No._____wing of carpet area admeasuring _____ sq. meters and Balcony of_____ **Sq. Meters**, **Open Terrace** area of____**sq. Meters**, on ____Floor, in the building known as **"**_____**"** constructed on property bearing Survey no. 31, Hissa No. 5, Area adm. 1800 Sq. mtrs, lying being and situate at Village Tisgaon, Tal- Kalyan, Dist- Thane within the limit of Kalyan Dombivili Municipal Corporation, registration District Thane, Sub-registration District Kalyan, within the limits of Kalyan Dombivli Municipal Corporation, registration District Thane, Sub-registration District Kalyan. (hereinafter for the sake of brevity called and referred to as the said property).

ANNEXURE A

(Title Certificate)

ANNEXURE B

(Authenticated copy of the Property card or 7/12 extracts)

ANNEXURE C-1

(Authenticated copy of the plans of the layout as approved by concerned local authority)

ANNEXURE C-2

(Authenticated copy of the plans of the layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the plans and specifications of the **Flat**/Shops agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority)

ANNEXURE E

(Specifications and amenities for the **Flat**/Shops)

ANNEXURE F

(Authenticated copy of Registration certificate of the Project granted by Real Estate Regulatory Authority)