

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Dombivali on this _____ day of _____ 2023.

BETWEEN

M/s. LAMBODAR INFRA, a partnership firm, holding **PAN:** _____, having its office at- 002, Ground Floor, Sai Balaji Park Building, Gymkhana Road, Azde, Dombivli (East) - 421 203, Taluka Kalyan, Dist. Thane, through its **Partner- Shri.** _____, an adult, aged about _____ years, Indian inhabitant, hereinafter called and referred to as the **PROMOTERS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his respective legal heirs, executors, administrators and assigns) being the Party of the **FIRST PART**;

AND

_____, aged about _____ years, Indian inhabitant, holding **PAN:** _____; **UID:** _____ and _____, aged about _____ years, Indian inhabitant, holding **PAN:** _____; **UID:** _____ 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 heirs, executors, administrators and assigns) being the Party of the **SECOND PART**;

WHEREAS Shri. Dattatray Gajanan Patil and and Others (hereinafter referred to as the said landowners) are landowners of all that piece and parcel of land lying, being and situate at **Revenue Village- Ayare**, Taluka Kalyan, District Thane, bearing **City Survey Nos. 301A, 302, 303, 304, 305, 306, 307, 308, 309**, total admeasuring **854.90 sq. metres** within the limits of the Kalyan Dombivali Municipal Corporation, more particularly described in the first schedule (hereinafter referred to the said project land).

AND WHEREAS by and under Development Agreement dated 14/06/2023, which is registered on 20/06/2023 at the office of Sub-Registrar of Assurances at Kalyan - 4 under Document Sr. No. KLN4-8477-2023, Shri. Dattatray Gajanan Patil and and Others, the landowners have granted an area

admeasuring 854.90 sq. metres to M/s. Lambodar Infra viz. the **Promoters herein** and in pursuance thereof also granted the Power of Attorney in favour the **Promoters** and the said Power of Attorney is also regstered on even date i.e. 14/06/2023, which is registered on 20/06/2023 at the office of Sub-Registrar of Assurances at Kalyan - 4 under Document Sr. No. KLN4-8478-2023.

AND WHEREAS as recited hereinabove, the **Promoters** is well and sufficiently entitled to and / or seized and possessed of all those pieces and parcels of **Revenue Village- Ayare**, Taluka Kalyan, District Thane, bearing **City Survey Nos. 301A, 302, 303, 304, 305, 306, 307, 308, 309**, total admeasuring **854.90 sq. metres** hereinafter called and referred to as the **Said Property** and more particuarly described in the **First Schedule** hereunder written.

AND WHEREAS the **Promoters** submitted the plan for sanction and approval to the Kalyan Dombivali Municipal Corporation and during the course of scrutiny, the KDMC has granted a plan an admeasuring 3723.75 sq. mtrs. on admeasuring 854.90 under scheme of State Government for Development Control and Promotion Regulations with Basic FSI and Ancellary FSI under the rules of UDCPR by the Kalyan Dombivali Municipal Corporation under No. KDMC/TPD/BP/DOM/2022-23/34 dtd. 24/08/2023 for construction of-

Building Wing 'A'- Stilt plus First Floor to Seventh Floor (Residential).

Building Wing 'B'- Stilt plus First Floor to Eighth Floor (Residential).

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

AND WHEREAS the **Promoters** is in possession of the project land. And the **Promoters** have proposed to construct on the project land as per the approved plan and specifications.

AND WHEREAS the **Purchaser/s** is offered an Flat No. _____ on the _____ floor, of ____ **Wing Building**, an area admeasuring _____ sq. mtrs. carpet plus Open Terrace of _____ **Sq. Mtrs.** floor (hereinafter referred to as the said "flat / premises"), in the building called **Manuprasad Heights**

(herein after referred to as the said "Building") being constructed of the said project by the **Promoters**.

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

AND WHEREAS the **Promoters** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority on _____ under No. _____; authenticated copy is attached in Annexure 'F'.

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the **Promoters** has sole and exclusive right to sell the Flats in the said building/s to be constructed by the **Promoters** on the project land and to enter into Agreement/s with the **Purchaser/s** of the Flats to receive the sale consideration in respect thereof;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the **Promoters**, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the **Promoters** to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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

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

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **Promoters** 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 **Promoters** has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the **Purchaser/s** has applied to the **Promoters** for allotment of Flat No. _____ on the _____ floor, of _____ Wing Building, an area admeasuring _____ sq. mtrs. carpet plus Open Terrace of _____ Sq. Mtrs., in the building known as the **Manuprasad Heights**.

AND WHEREAS the carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of an flat, excluding the area

covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the **Purchaser/s** or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the **Purchaser/s**, but includes the area covered by the internal partition walls of the flat.

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 **Purchaser/s** has paid to the **Promoters** a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Flat agreed to be sold by the **Promoters** to the **Purchaser/s** as advance payment or Application Fee (the payment and receipt whereof the **Promoters** both hereby admit and acknowledge) and the **Purchaser/s** has agreed to pay to the **Promoters** the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the **Promoters** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

AND WHEREAS, under section 13 of the said Act the **Promoters** is required to execute a written Agreement for sale of said Flat with the **Purchaser/s**, 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 **Purchaser/s** hereby agrees to purchase the said flat and the garage/covered parking (if applicable).

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

1. The **Promoters** shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in

the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the **Promoters** shall have to obtain prior consent in writing of the **Purchaser/s** in respect of variations or modifications which may adversely affect the premises of the **Purchaser/s** except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) i. The **Purchaser/s** hereby agrees to purchase from the **Promoters** and the **Promoters** hereby agrees to sell to the **Purchaser/s**, the premises being **Flat No. _____** on the _____ floor, of _____ **Wing Building**, an area admeasuring _____ sq. mtrs. carpet plus Open Terrace of _____ **Sq. Mtrs.** along with the right to use the areas of cupboards as per the sanction plan plus the right to use the balcony Areas (to be enclosed) attached to the flat premises, in the construction known as **MANUPRASAD HEIGHTS** (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written as shown in the Floor plan thereof hereto annexed 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 (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The **Purchaser/s** hereby agrees to purchase from the **Promoters** and the **Promoters** hereby agrees to sell to the **Purchaser/s** garage bearing No. _____ situated at Basement / Stilt / Podium being constructed in the layout for the consideration of **Rs. _____ (Rupees _____ only)**

(iii) The **Purchaser/s** hereby agrees to purchase from the **Promoters** and the **Promoters** hereby agrees to allot to the

Purchaser/s covered parking spaces bearing No. _____ situated at Basement / Stilt / podium being constructed in the layout at and for above referred consideration amount.

1(b) The total aggregate consideration amount for the premises including garages/covered parking spaces is thus **Rs._____ (Rupees _____ only).**

1(c) The **Purchaser/s** 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 applicable fee and hereby agrees to pay to the **Promoters** 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) (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 Flat is located.
- iii. Amount of Rs._____ (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. Amount of Rs._____ (Rupees _____ only) 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 Flat.
- v. Amount of Rs._____ (Rupees _____ only) (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 Flat.
- vi. Amount of Rs._____ (Rupees _____ only) (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 which the said Flat is located.
- vii. Amount of Rs. _____ (Rupees _____ only) (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 Flat is located.
- viii. Balance Amount of Amount of Rs. _____ (Rupees _____ only) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to:

Name : **M/s. Lambodar Infra**
A/c. No. :
IFS CODE :
Bank :

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the **Promoters** by way of Goods and Services 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 said premises.
- 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 **Purchaser/s** 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 **Purchaser/s**, 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 installments payable by the **Purchaser/s** by discounting such early payments @ 1% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the **Purchaser/s** by the **Promoters**.
- 1(g) The **Promoters** shall confirm the final carpet area that has been allotted to the **Purchaser/s** 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 **Promoters**. If there is any reduction in the carpet area within the defined limit then **Promoters** shall refund the excess money paid by **Purchaser/s** 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 **Purchaser/s**. If there is any increase in the carpet area allotted to **Purchaser/s**, the **Promoters** shall demand additional amount from the **Purchaser/s** 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 of this Agreement.
- 1(h) The **Purchaser/s** authorizes the **Promoters** 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 **Promoters** may in its sole discretion deem fit and the **Purchaser/s** undertakes not to object / demand/direct the **Promoters** to adjust his payments in any manner.

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

- 2.1. The **Promoters** 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 Premises to the **Purchaser/s**, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

- 2.2. Time is essence for the **Promoters** as well as the **Purchaser/s**: The **Promoters** shall abide by the time schedule for completing the project and handing over the said premises to the **Purchaser/s** and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **Purchaser/s** shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **Promoters** as provided in clause 1 herein above ("Payment Plan").
3. The **Promoters** hereby declares that the Floor Space Index available as on date in respect of the project land is 854.90 square meters only and **Promoters** has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The **Promoters** has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and **Purchaser/s** has agreed to purchase the said Premises based on the proposed construction and sale of Premises 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 **Promoters** fails to abide by the time schedule for completing the project and handing over the said premises to the **Purchaser/s**, the **Promoters** agrees to pay to the **Purchaser/s**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the **Purchaser/s**, for every month of delay, till the handing over of the possession. The **Purchaser/s** agrees to pay to the **Promoters**, interest as specified in the Rule, on all the delayed

payment which become due and payable by the **Purchaser/s** to the **Promoters** under the terms of this Agreement from the date the said amount is payable by the **Purchaser/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 **Purchaser/s** committing default in payment on due date of any amount due and payable by the **Purchaser/s** to the **Promoters** under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the **Purchaser/s** committing three defaults of payment of installments, the **Promoters** shall at his own option, may terminate this Agreement:

Provided that, **Promoters** shall give notice of fifteen days in writing to the **Purchaser/s**, by Registered Post AD at the address provided by the **Purchaser/s** and mail at the e-mail address provided by the **Purchaser/s**, 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 **Purchaser/s** 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 **Purchaser/s** (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 installments of sale consideration of the Premises which may till then have been paid by the **Purchaser/s** 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 as are set out in Annexure 'E', annexed hereto.

6. The **Promoters** shall give possession of the said premise to the **Purchaser/s** on or before _____ with an extension in time thereof for six months or so. If the **Promoters** fails or neglects to give possession of the Premise to the **Purchaser/s** 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 **Purchaser/s** the amounts already received by him in respect of the Premise 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 said premise on the aforesaid date, if the completion of building in which the Premise is to be situated is delayed on account of-

- i) war, civil commotion or any 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 **Promoters** upon obtaining the occupancy certificate from the competent authority and the payment made by the **Purchaser/s** as per the agreement shall offer in writing the possession of the said premises to the **Purchaser/s** in terms of this Agreement to be taken within three months from the date of issue of such notice and the **Promoters** shall give possession of the said premises to the **Purchaser/s**. The **Promoters** agrees and undertakes to indemnify the **Purchaser/s** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **Promoters**. The **Purchaser/s** agree(s) to pay the maintenance charges as determined by the **Promoters** or association of Purchasers, as the case may be. The **Promoters** on its behalf shall offer the possession to the **Purchaser/s** in writing within 7 days of receiving the occupancy certificate of the Project.

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- 7.2. The **Purchaser/s** shall take possession of the said premises within 15 days of the written notice from the **Promoters** to the **Purchaser/s** intimating that the said Premises are ready for use and occupancy:
- 7.3. Failure of Purchaser/s to take Possession of Said Premises from the Promoters: Upon receiving a written intimation from the **Promoters** as per clause 8.1, the **Purchaser/s** shall take possession of the said premises 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 said premises to the **Purchaser/s**. In case the **Purchaser/s** fails to take possession within the time provided in clause 8.1 such **Purchaser/s** 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 said premises to the **Purchaser/s**, the **Purchaser/s** brings to the notice of the **Promoters** any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **Promoters** at his own cost and in case it is not possible to rectify such defects, then the **Purchaser/s** shall be entitled to receive from the **Promoters**, compensation for such defect in the manner as provided under the Act.
8. The **Purchaser/s** shall use the said premise or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. The Purchasers shall use the garage or parking space only for the purpose of keeping or parking vehicle.
9. The **Purchaser/s** along with other **Purchaser/s** of premise in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the **Promoters** 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 byelaws of the

proposed Society and duly fill in, sign and return to the **Promoters** within seven days of the same being forwarded by the **Promoters** to the **Purchaser/s**, so as to enable the **Promoters** to register the common organisation of **Purchaser/s**. No objection shall be taken by the **Purchaser/s** 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 **Promoters** 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 **LandOwner/Promoters** and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 9.2. The **Promoters** 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 Landowner/**Promoters** and/or 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 **Promoters** to the **Purchaser/s** that the Premise is ready for use and occupancy, the **Purchaser/s** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premise) 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 **Purchaser/s** shall pay to the **Promoters** such proportionate share of outgoings as may be determined. The **Purchaser/s** further agrees that till the

Purchaser/s share is so determined the **Purchaser/s** shall pay to the **Promoters** provisional monthly contribution of Rs.5.00/- per sq. ft. carpet per month towards the outgoings. The amounts so paid by the **Purchaser/s** to the **Promoters** shall not carry any interest and remain with the **Promoters** 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 **Promoters** to the Society or the Limited Company, as the case may be.

10. The **Purchaser/s** shall on or before delivery of possession of the said premises keep deposited with the **Promoters**, the following amounts:-
 - (i) Rs._____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs._____ for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs._____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs._____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (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 **Purchaser/s** shall pay the requisite costs 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 and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the **Purchaser/s** shall pay to the **Promoters**, the **Purchaser/s'** 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 **Purchaser/s** shall pay to the **Promoters**, the **Purchaser/s'** share of stamp duty and registration charges payable, by the said cooperative housing society or limited company 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 cooperative housing society or limited company or apex body of federation.
13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**
The **Promoters** hereby represents and warrants to the **Purchaser/s** 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 the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the **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 **Purchaser/s** 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 premise which will, in any manner, affect the rights of **Purchaser/s** under this Agreement;
- viii. The **Promoters** confirms that the **Promoters** is not restricted in any manner whatsoever from selling the said premise to the **Purchaser/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 **Purchaser/s** the **Promoters** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the **Purchaser/s**;
- x. The **Promoters** has duly paid and shall 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.

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- 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 **Purchaser/s** or himself/themselves with intention to bring all persons into whosoever hands the Premise may come, hereby covenants with the **Promoters** as follows :-
- i. To maintain the said premise the **Purchaser/s** own cost in good and tenable repair and condition from the date that of possession of the Premise is taken and shall not do or suffer to be done anything in or to the building in which the Premise 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 Premise is situated and the Premise itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the said premise 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 Premise 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 said premise is situated, including entrances of the building in which the said premise is situated and in case any damage is caused to the building in which the said premise is situated or the Premise on account of negligence or default of the **Purchaser/s** in this behalf, the **Purchaser/s** shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Premise and maintain the Premise in the same condition, state and order in which it was delivered by the **Promoters** to the

Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premise is situated or the Premise 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 **Purchaser/s** committing any act in contravention of the above provision, the **Purchaser/s** 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 Premise 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 Premise or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premise is situated and shall keep the portion, sewers, drains and pipes in the Premise 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 Premise 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 Premise 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 Premise 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 Premise in the compound or any portion of the project land and the building in which the Premise is situated.
- vii. Pay to the **Promoters** 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 Premise 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 Premise by the **Purchaser/s** for any purposes other than for purpose for which it is sold.
- ix. The **Purchaser/s** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premise until all the dues payable by the **Purchaser/s** to the **Promoters** under this Agreement are fully paid up.
- x. The **Purchaser/s** shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Premise 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 **Purchaser/s** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Premise 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 Premise is situated is executed in favour of Society/Limited Society, the **Purchaser/s** shall permit the **Promoters** and his 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 Premise is situated is executed in favour of cooperative housing society or limited company, the **Purchaser/s** shall permit the **Promoters** and his 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 **Promoters** shall maintain a separate account in respect of sums received by the **Promoters** from the **Purchaser/s** 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 he has 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 Premise or of the said Plot and Building or any part thereof. The **Purchaser/s** shall have no claim save and except in respect of the Premise 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 co-operative housing society or limited company as hereinbefore mentioned.
17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the **Promoters** executes this Agreement he shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **Purchaser/s** who has taken or agreed to take such flat.
18. BINDING EFFECT:
Forwarding this Agreement to the **Purchaser/s** by the **Promoters** does not create a binding obligation on the part of the **Promoters** or the **Purchaser/s** until, firstly, the **Purchaser/s** 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 **Purchaser/s** and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the **Promoters**. If the **Purchaser/s** (s) fails to execute and deliver to the **Promoters** this Agreement within 30 (thirty) days from the date of its receipt by the **Purchaser/s** 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 **Purchaser/s** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the **Purchaser/s**, application of the **Purchaser/s** shall be treated as cancelled and all sums deposited by the **Purchaser/s** in connection therewith including the booking amount shall be returned to the **Purchaser/s** 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 premise as the case may be.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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 **Purchaser/s** of the said premise, in case of a transfer, as the said obligations go along with the said premise 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the **Purchaser/s** has to make any payment, in common with other **Purchaser/s** in Project, the same shall be in proportion to the carpet area of the said premise to the total carpet area of all the said premise in the Project.

24. FURTHER ASSURANCES

The Parties herein 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 **Promoters** Office, or at some other place, which may be mutually agreed between the **Promoters** and the **Purchaser/s**, in after the Agreement is duly executed by the **Purchaser/s** and the **Promoters** or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Kalyan / Dombivli.

26. The **Purchaser/s** 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 **Purchaser/s** and the **Promoters** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **Purchaser/s** or the **Promoters** by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective E-Mail addresses specified below.

It shall be the duty of the **Purchaser/s** and the promoter to inform each other their address, email ID or any change in address or email ID 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 **Purchaser/s**, as the case may be.

28. **JOINT PURCHASERS:**
That in case there are Joint **Purchaser/s** all communications shall be sent by the **Promoters** to the **Purchaser/s** 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 **Purchaser/s**.
29. **Stamp Duty and Registration and statutory taxes and levies:-** The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the **Purchaser/s** alone.
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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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 Kalyan / Thane courts will have the jurisdiction for this agreement.

FIRST SCHEDULE

ALL those pieces and parcels of land lying, being and situate at **Revenue Revenue Village- Ayare**, Taluka Kalyan, District Thane, bearing **City Survey Nos. 301A, 302, 303, 304, 305, 306, 307, 308, 309**, total admeasuring **854.90 sq. metres** within the limits of the Kalyan Dombivali Municipal Corporation and also within the limits of Registration District Thane and Sub-Registration District Kalyan and bounded as follows:-

- On or towards East : Road
- On or towards West : Elite Tower Building
- On or towards South : Prerana Ashish Building
- On or towards North : Ashapura Building & Saukhya Society

SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

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

SIGNED & DELIVERED)
by the within named **Promoters**)
M/s. LAMBODAR INFRA)
through its Partner)
Shri. _____) -----

SIGNED & DELIVERED)
by the within named **Purchaser/s**)
_____) -----
)
)
and)
)
)
)
_____) -----

WITNESSES:

1. Name: _____

2. Name: _____

RECEIPT

Received a sum of Rs. _____ (Rupees _____
_____ only) from time to time prior to execution of
this agreement in the following manner.

Cheque No.	Date	Bank	Amount

from the Purchases/s _____
herein as and by way of advance/part consideration amount of the said
premise, subject to realization.

I say received
For **M/s. Lambodar Infra**

Partner

ANNEXURE - 1

(Map of the Property)

ANNEXURE - 2

Copy of Commencement Certificate

ANNEXURE - 3

Extract of Village Forms 7 and 12

ANNEXURE - 4

Copy of the Title Report

ANNEXURE - 5

Authenticated Copy of the approved Floor plans of the Flat

ANNEXURE – 5A

Authenticated copy of the layout plan of the Project

ANNEXURE - 6

Copy of the proposed layout plan and the proposed Building plan, if any and disclosures on RERA website

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