Village : Pisavali

Apartment area : _____ sq. meters (carpet)

Mkt. Value : Rs. _____

Actual Value : Rs. _____

Stamp Value : Rs. _____

**AGREEMENT FOR SALE**

This Agreement made at **Kalyan**

on this ___ day of _____ 2024

**BETWEEN**

**SHREE SAI MALHAR DEVELOPERS**, **[PAN NO. _____ ]** a partnership firm, constituted under the Indian Partnership Act, having its office at Shop no. 112, Swastik Platinum, Opp. Nandivali Bus Stop, Kalyan- 421 306, through its partner Shri _____, hereinafter called and referred as "**Promoters**" [which expression unless it be repugnant to the context or otherwise shall mean and include partners for the time being and the partners that may be inducted hereinafter, their heirs, executors, administrators, assigns and survivors] the **PARTY OF FIRST PART**.

**AND**

_____

_____

aged about _____ years, occupation _____residing at _____

_____

_____

hereinafter called and referred to as the "**Allottee/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**.

**AND**

**1. SHRI KISHOR SHANKAR MHATRE,** Age- 55 years, Occ. Business, R/at H No. 926, Nr. Tata Power House, Nr. Gopal Mali Bangla, Piswaligaon, Kalyan (E) – 421 306, Dist Thane, State Maharashtra **2. SHRI MAYURESH SUBHASH SONAWANE**, Age- 36 years, Occ. Business, R/at H No. 3774, Sitaram Niwas, HMRD, Piswali, Kalyan – 421 306, Dist. Thane State Maharashtra and **3. SHRI PRAVIN VASANT SONAWANE,** Age- 49 years, Occ. Business, R/at Vasant

Rekha Bunglow, Near Jay Malhar Hotel, Chakkinaka, Kalyan-Dombivali (M Corp), Kalyan – 421 306, Dist Thane, State Maharashtra hereinafter called and referred to as the "**Confirming Party"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) being the **PARTY OF THE THIRD PART**

**WHEREAS** Shri Kishor Shankar Mhatre, Shri Mayuresh Subhash Sonawane and Shri Pravin Vasant Sonawane are the owners of all that piece and parcel of land bearing Survey no. 28/3, adm. 1240 sq. mtrs., lying and being situate at Village Pisavali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation. [hereinafter for the sake of brevity called and referred to as the "said property" ]more particularly described in First Schedule hereunder.

**AND WHEREAS** originally Smt. Jankibai Vinayak Bhoir, Smt. Sashikala Manoj Mhatre alias Kum Sashikala Vinayak Bhoir, Shri Subhash Vinayak Bhoir and Shri Datta Vinayak Bhoir were the owners of the said property.

**AND WHEREAS** by and under Sale Deed dated 05.11.2015, registered in the office of Sub-Registrar of Assurances, Kalyan - 4 at serial no. 7407/2015 on even date, Smt. Jankibai Vinayak Bhoir, Smt. Sashikala Manoj Mhatre alias Kum. Sashikala Vinayak Bhoir, Shri Subhash Vinayak Bhoir and Shri Datta Vinayak Bhoir, as Vendors have sold transferred and conveyed the said property unto Shri Pravin Vasant Sonawane, Shri Kishor Shankar Mhatre, Shri Mayuresh Subhash Sonawane as Purchasers on terms, condition and consideration mentioned therein.

**AND WHEREAS** vide Deed of Partnership dated 09.03.2023, Shri Pravin Vasant Sonawane, Shri Kishor Shankar Mhatre, Shri Mayuresh Subhash Sonawane and Shri Sainath Krushna Kene came together and formed a partnership firm in name and style as Shree Sai Malhar Developers and introduced the said property in the partnership firm for carrying out construction on the said property as such all rights, title, interest and benefits in respect of the said property vest with the said partnership firm.

**AND WHEREAS** to confirm that the Promoters herein have rights, authority and competent to carryout construction on the said Property as per the plans approved and sanctioned from Kalyan Dombivli Municipal Corporation and sell the apartments therein and appropriate the sale proceeds thereof hence Shri

Pravin Vasant Sonawane, Shri Kishor Shankar Mhatre, Shri Mayuresh Subhash Sonawane are joined as a confirming party to these presents.

**AND WHEREAS** the Promoters has got the plans approved and sanctioned from the Kalyan Dombivli Municipal Corporation vide Sanction of Building Permission and Commencement certificate bearing outward no. KDMC/TPD/BP/27 Village/2023-24/35 dated 19.03.2024 for construction of multi-storied building of an FSI adm. 2121.40 sq. mtrs., on land area adm. 1240 sq. mtrs., as follows:

Building Wing A - Stilt (P), Ground Floor (P) + 1st Floor to 3rd Floor (Residential and Commercial)

Building Wing B - Stilt, 1st Floor to 2nd Floor (Residential)

**AND WHEREAS** the Promoters are in possession of the said property.

**AND WHEREAS** in pursuant to the sanctioned plans and permissions as recited hereinabove, the Promoters are entitled to construct the building on the said property.

**AND WHEREAS** the Promoters have propounded a Scheme of Construction on the Said Property by constructing a complex known as **'_____'** (**Said Project**) as per the plans sanctioned by competent authority the Promoters are entitled to construct buildings on the said property.

**AND WHEREAS** the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Buildings (hereinafter referred to as "the Said Plans").

**AND WHEREAS** the Promoters have appointed Shri Sandip Patil, Architect as Consulting Architects registered with the Council of Architects, and the Promoters have appointed a structural engineer, Shri J.N. Choudhari, Kalyan, for preparation of the structural design and drawing of the building and the Promoters accepts the professional supervision of the Architect.

**AND WHEREAS** the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Building (hereinafter referred to as "the said plans").

**AND WHEREAS** the Promoters have registered the project under the provisions of the Act with the Real Estate Regulatory Authority. The registration number of the Project is _____ annexed at _____ .

**AND WHEREAS** the Promoters have provided to the Allotee/s the copy of order, 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 has granted his / her express consent for the same.

**AND WHEREAS** the Allottee has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

**AND WHEREAS** the Promoters have given the clear inspection of the sanctioned plans to the Allottee/s and have 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 Promoters on the said property described in the Schedule hereunder written.

**AND WHEREAS** the Promoters have given the clear inspection of the sanctioned plans to the Allottee/s and have 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 Promoters on the said property and the Promoters is going to avail the sanctioned and approval for construction of building.

**AND WHEREAS** the Allottee/s herein is/ are fully aware and having the full and absolute knowledge of the total construction scheme and the Allottee/s herein along with the other Allottees will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way, easmentary rights and other benefits attached to the said different portions of land as described hereinabove. The Allottee/s is/ are also aware the land to be conveyed in favour of the cooperative housing society of building will not be equivalent and in proportion to the floor space index used, utilised and consumed in the construction of buildings on the said plot of land and the Allottee herein grant his / her express consent for such transfer of land and construction thereon.

**AND WHEREAS** by virtue of aforesaid Deeds the Promoters has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoters on the said property and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee/s, the Promoters has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters Architect 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 there under;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Village Forms VI and XII or any other relevant revenue record showing the nature of the title of the Promoters to the Said property on which the Apartments are 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 building 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 Apartment 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 Promoters have 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 Buildings.

**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 Allottee/s has/have applied and offered to the Promoters for allotment of an Apartment No. _____on ____ floor in the building Type ___ known as "_____" being constructed on said property.

**AND WHEREAS** the Promoters has accepted the offer of the Allottee/s and agreed to allot an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said "Apartment") in the building Type ____ known as "_____" (herein after referred to as the "said building"), in the project known as _____ (herein after referred to as the "said project") being constructed on the said property, by the Promoters.

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

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

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

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 agree to sell and the Allottee/s hereby agree/s to purchase the said Apartment 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 Promoters shall construct buildings on the said property in accordance with the plans, designs and specifications as approved by the Kalyan Dombivli Municipal Corporation from time to time with only such variations and modifications as the Corporation may deem fit and the Allottee/s hereby consent to the same. The Allottee/s herein is/ are fully aware and having the full and absolute knowledge of the scheme of construction and amenity area and the Allottee/s herein along with the other Allottee/s will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way, easementary rights and other benefits attached to the said different portions of land as described hereinabove.

2. The Allottee/s has/have prior to the execution of this agreement satisfied himself/herself/themselves with the title of the said property including the Agreements and other documents referred to hereinabove and the Allottee/s hereby agrees & confirms that he/she/they shall not be entitled to further investigate the title of the Promoters' right of development of the said property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or howsoever in connection therewith.

3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said buildings and upon due observance and

performance of which only the completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority.

4. 1(a)(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Apartment No. ..... of carpet area admeasuring ..... sq. meters on ..... floor in the Building known as "_____" (hereinafter referred to as "the Apartment") 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 _____]

(a) (ii) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, garages, covered parking spaces at _____ level basement/podium/stilt/mechanical car parking unit bearing No ____admeasuring ____ sq.fts having _____ ft. length X _____ft. breadth X _____ft. vertical clearance being constructed in the layout for the consideration of Rs. _____/-.

(a) (iii) The Allottee has requested the Promoter for the allotment of open car parking space and the Promoter agrees to allot the Allottee an open car parking space without consideration bearing No ____admeasuring ____ sq.fts having _____ ft. length X _____ft. breadth

However, the Allottee/s of such Parking shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as an earnest money and hereby agrees to pay to that Promoters the balance amount of Rs

.....( Rupees .....) in the following manner :-

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

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

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

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

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

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

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

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST 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 Apartment.

The transaction covered by this contract at present attracts GST. If however, 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 other tax by whatever name called in connection with this transaction are liable to be tax, as the case may be is liable for such transaction the same shall be payable by the Allottee along with the other Allottees of the building on demand at any time.

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

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal 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 granted to an Allottee by the Promoter.

1(g) The Promoters 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 gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to

Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her 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 Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment 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 Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and Promoters has planned to utilize 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 Promoters has disclosed the Floor Space Index of unconsumed be utilized by him on the project land in the said Project

and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the 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 said Project and handing over the Apartment to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

(*Explanation: Rate of interest payable by promoter to allottees or by allottees to the promoters 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 Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee 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 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 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, 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 Promoters 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 Apartment which may till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters 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 Promoters in the said building and the Apartment as are set out in Annexure E, annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee on or before _____ excluding however any time consumed / delays caused by the concerned statutory authorities in issuing Completion Certificate / Occupancy Certificate, which is beyond the Control of the Promoters. If the Promoters 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 Promoters 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 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

   a. War, civil, commotion or act of God
   b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court

7. 7.1 **Procedure for taking possession** - The Promoters, 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 Apartment, 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 Promoters shall give possession of the Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree/s to pay the maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoters 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 Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment 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 its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

Provided after receiving of the Apartments from the Promoters, any damage due to wear and tear of whatsoever nature caused thereto, the Promoters shall not be responsible for the cost of re-instating and repairing such damages 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 nature in the said apartments 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 shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchen which 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 Apartment 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. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters 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 Apartments in the building shall join in forming and registering the Society or Association 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 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 Allottee, so as to enable the Promoters 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 other Competent Authority.

   The Promoter shall submit the application to the Registrar for formation and registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity under the relevant laws within three months from the

date on which fifty one per cent of the total number of allottees in such a building or a wing, have booked their apartment.

9.1 The Promoters shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society or all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoters shall, within three months of registration 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 Promoters in the said property on which the building are constructed.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment 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 Apartment) 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 Promoters provisional monthly contribution of Rs. _____ per month towards the maintenance only. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters 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 Promoters to the Society, as the case may be.

10. At the time of execution of conveyance of the structure/s 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/s 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 of transfer in respect of the structure of the said Building/s. The Promoters shall execute the conveyance deed of the

undivided proportionate land proposed to be conveyed i.e. ____ sq. mtrs. (more particularly described in the second schedule hereunder written) of and common area in favour of the Association of Allottee/s or the competent authority, as the case may be, after completion of the 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 or Federation 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 PROMOTERS:

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

i. The Promoters 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 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 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 buildings 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 buildings 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, said property, Building and common areas;

vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

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

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

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

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

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoters 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their 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 Apartment 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 Apartment 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 Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or 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 Apartments 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 Apartment 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 Apartment is situated is executed in favour of Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Allottee shall not claim any deduction in the cost of his / her Apartment on account of deletion of any item of construction as per his / 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 Promoters or the Architect of the Promoters 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 Apartments in the said building, if any,

shall be exclusively to the respective Allottees of the said Apartments and the same are intended for the exclusive use of the respective Apartments Allottees as shown in the Floor Plan.

13. The Promoters shall maintain a separate account in respect of sums received by the Promoters 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 have been received.

14. It is also agreed and understood that the Promoters will only pay the municipal tax for the unsold apartments and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said Apartment 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 common roads, 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 Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / 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 Promoters for construction of other buildings in the adjoining properties.

17. It is brought to the notice of the Allottee/s that the electric meters of all the Apartment premises as well as the water meters will be in the name of the Promoters herein and the Allottee/s and / or their society shall get the same transferred in their favour and the Promoters 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 Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them 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 or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoters executes this Agreement he/she/they shall not mortgage or create a charge on the said Apartment 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 Apartment.

20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 regard to the said apartment/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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 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.

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 Apartment to the total carpet area of all the Apartments 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 herein or 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 Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

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

    Name of Allottee
    (Allottee's Address)
    Notified Email ID:_____
    M/s Promoters name
    (Promoters Address)
    Notified Email ID: _____

    It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

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

31. DISPUTE RESOLUTION:- Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kalyan courts will have the jurisdiction for this Agreement.

33. 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 Allottees and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement. The Promoters 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 Promoters are final and it is binding on the Allottees.

34. 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

All that piece and parcel of land bearing Survey no. 28/3, adm. 1240 sq. mtrs., lying and being situate at Village Pisavali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation.

## SECOND SCHEDULE OF THE LAND TO BE CONVEYED TO THE SOCIETY

An area admeasuring _____ sq. mtrs. will be handed over to society.

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 Promoters
SHREE SAI MALHAR DEVELOPERS
Through its partner

Shri _____ _____

SIGNED & DELIVERED
by the within named
Allottee/s

_____ _____

SIGNED & DELIVERED
by the within named
Confirming Party

1. SHRI KISHOR SHANKAR MHATRE _____

2. SHRI MAYURESH SUBHASH SONAWANE _____

3. SHRI PRAVIN VASANT SONAWANE _____

IN PRESENCE OF WITNESSES: -

1. _____

2. _____

**SCHEDULE A**

All that premises of Apartment No. ..... of carpet area admeasuring ..... sq. meters on ..... floor in the building known as "_____" constructed on Survey no. 28/3, lying and being situate at Village Pisavali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation.

## RECEIPT

Received of and from the allottee/s above named the sum of Rs. _____ [ Rupees _____] on execution of this agreement towards Earnest Money .

I say received Promoter signature