AGREEMENT FOR SALE

THIS AGREEMENT made at **DOMBIVLI** this ..... day of ……. in the year **Two Thousand and Twenty ……**

BETWEEN

M/s NILAYA ENTERPRISES, (**PAN NO. AASFN 6422 B**), a partnership firm having office address at 5, J. M. Darshan, Shiv Mandir Road, Opposite Ganesh Tea, Dombivli (East) – 421 201, Taluka –Kalyan, District – Thane, represented by and through their partner **SHRI PRATIK PRAVIN PATEL**, age - 33 years, occupation - business, **(PAN NO. AQOPP 4818 K)** residing at A / 102, Asian Palace, Manpada Road, Near Gaondevi Mandir, Dombivli (East) – 421 201, Taluka – Kalyan, District – Thane, hereinafter referred to as the **PROMOTERS / DEVELOPERS** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and entrusts) of the party of the **FIRST PART;**

AND

(1) MR. / MRS. / SMT. _____ age – _____ years, occupation - _____ (**PAN** _____),

(2) MR. / MRS./ SMT. _____ age : _____years, occupation: _____(**PAN** _____) both residing at ----------
_____
_____
hereinafter referred to as " **THE ALLOTTEES / PURCHASERS** " party of the **SECOND PART**.

WHEREAS all that piece or parcel of Non agricultural plot of land bearing Survey No. 59, Hissa no. 4 (part), admeasuring 493.41 sq. mtrs., lying and situate at village – Gajabandhan Patharli, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane, and bounded as under :

On or towards the East	:	Approach road
On or towards the West	:	Sarvodaya Garden C H S
On or towards the North	:	Kanchan Kutir C H S
On or towards the South	:	Subham C H S

(hereinafter the above mentioned property is referred to as the **said project land)**

AND WHEREAS under the Development Agreement dated 08.09.2022 and Power of Attorney dated 08.09.2022 executed by the land owners Shri

Suresh Mahadev Kokane and others in favour of the Developers / Promoters " **M/s NILAYA ENTERPRISES** " in respect of above mentioned "Project Land" herein, the said Owners have assigned development rights in respect of the said project land in favour of the Developers / Promoters upon the terms and conditions more particularly set out there under and both the documents have been duly registered with the office of Sub – Registrar, Kalyan-4 under serial no. KLN 4 / 12032 / 2022 dated 08.09.2022 and Power of Attorney KLN 4 / 12036 / 2022 dated 08.09.2022.

AND WHEREAS the Developers after acquiring development rights of the said " Project Land " obtained all the required permissions from the concerned authorities and have started the construction of building on the said "**Project land"**.

AND WHEREAS the Kalyan - Dombivli Municipal Corporation have issued construction permission no. KDMC / TPD / BP / DOM / 2023 -24/ 41 dated 20.09.2023 and have sanctioned the building plan on the said project land under the same number for construction of residential building of stilt + first floor to five upper floors and sixth floor (part).

AND WHERES under the said Agreement the Promoter / Developer agreed to sell the flat which is retained by the Promoter for sale as per the terms of Development Agreement to the prospective purchasers.

AND WHEREAS in the said agreement the ' **flat** ' is referred and mentioned as ' **Apartment** ' and the ' **purchaser** ' of the flat has been referred as " **Allottee**" as per the provisions of **RERA Act.**

AND WHEREAS the Developers have executed this agreement in respect of the Apartment which have been allotted to the Allottee / Purchaser in Building to be constructed on "Project Land".

AND WHEREAS the Developers are entitled and enjoined upon to construct the Building and have started construction of building on the "Project Land" in accordance with the recitals hereinabove as the Developers on the basis of the above mentioned deeds and documents have acquired right to develop the said project land by constructing multi-storied building thereon as per the construction permission and the building plan sanctioned by Kalyan - Dombivli Municipal Corporation.

AND WHEREAS the Developers / Promoters are in possession of the "Project Land" and have commenced construction of the building in accordance with the sanctioned plan and permission of Kalyan - Dombivli Municipal Corporation.

AND WHEREAS the said "Project Land" is not coming under the provisions of Urban Land Ceiling Act as it is excluded from the said Act as the said Act has been repealed by the Central Government and the Urban Land (Ceiling & Regulation) Repeal Act, 1999 passed by the Parliament has been adopted by the Government of Maharashtra vide Gazette dated 6th December, 2007 / Agrahayan 15, 1929 and the said project land is also within limits as prescribed under the said Act.

AND WHEREAS the Allottee is offered an Apartment bearing number ……. on the …….. floor in Building (herein after referred to as the said " Apartment ") in the building called "**DEVANSH HEIGHTS "** (hereinafter referred to as the said " **BUILDING** ") to be constructed on the said project by the Promoter.

AND WHEREAS the Developers / Promoters have entered into a standard Agreement with an Architect Shri Sandeep S Paranjpe & Shri Ajit V Gokhale and the Structural Engineer Shri S V Patel registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai being **no. ……;**

AND WHEREAS the Developers have appointed a Structural Engineer Shri S V Patel for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above mentioned Development Agreement, Power of Attorney of the Project land the Promoter / Developers have acquired exclusive rights to sell the Apartments retained by the Promoter by them to the prospective purchaser in the said Building to be constructed by the Developers on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments and to receive the sale consideration and other charges from the Allottee.

AND WHEREAS on demand from the Allottee, the Promoter / Developers have given inspection to the Allottee of all the documents of title relating to the "project land" and the plans, designs and specifications prepared by the Promoter's Architects Shri Sandeep S Paranjpe & Shri Ajit V Gokhale 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 Advocate of the Developers / Promoters, authenticated copies of Property Card or CTS Extracts or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments 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.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter 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.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.

AND WHEREAS the Promoters have got approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the revised approvals, if required, from various authorities from time to time, so as to obtain Building Completion 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 Developers while developing the " Project Land " and the said building and upon due observance and performance of which only the Completion Certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Allottee has applied to the Promoter / Developer for allotment of an Apartment no. …….. on ……. floor Building **" DEVANSH HEIGHTS "** to be constructed in the said "Project Land".

AND WHEREAS the carpet area of the said Apartment is …….. **square meters carpet** 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, 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, Allottee has been allotted Apartment / Flat No._____, admeasuring _____ sq.ft. carpet + _____ sq.ft. carpet balcony / open terrace + _____ sq.ft. carpet service area/flower bed + _____ sq.ft. cupboard, totaling to _____ sq.ft. carpet on _____ floor in Building **" DEVANSH HEIGHTS "**, for total consideration of Rs._____/- (Rupees _____ only) and prior to the execution of these presents the Allottee has paid to the Promoter / Developers a sum of Rs. _____/- (Rupees _____ only), being part payment out of the total consideration of the said Apartment / Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developers have 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 Promoter 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment**.**

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

1. The Promoters shall construct the residential Building consisting of ground / stilt + five upper floors and sixth floor (part) on the project land 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 Allottee / Flat Purchaser in respect of variations or modifications which may adversely affect the Apartment / Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1/a(i) The Promoters agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters the said Apartment / Flat No._____, admeasuring _____ sq. ft. carpet + _____ sq. ft. carpet balcony / open terrace + _____ sq. ft. carpet service area / flower bed + _____ sq.ft. cupboard, totaling to _____ sq. ft. carpet on _____ floor in Building in " **DEVANSH HEIGHTS** ," for total consideration of Rs._____/- (Rupees _____only). Including Rs._____/- being the proportionate price of common areas and facilities appurtenant to the premises, the nature, extend and description of the common areas and facilities which are more particularly described in the Second Schedule herewith (hereinafter referred to as " the Apartment / flat ") as shown in the Floor plan thereof hereto annexed.

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

(iii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____basement and/or stilt and / or _____podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the 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 advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs ...../-(Rupees……only) in the following manners :-

Sr. No.	Particulars	Amt of %
1	At the time of Booking of said flat	10%
2.	At the time of execution & registration of agreement (not exceeding 30% of the total consideration)	20%
3.	After completion of plinth (not exceeding 45% of the total consideration)	15%
4	After completion of slab including podium and stilt of the building or wings (not exceeding 70 % of the total consideration)	25%
5.	After completion of the walls, internal plaster, flooring, windows & fixing and plumbing work (not exceeding 75% of the total consideration)	5%
6	After completion of sanitary fittings, staircases, lift, wells, lobbies up to the floor level (not exceeding 80% of the total consideration)	5%
7	After completion of external plumbing & external plaster, elevations, terraces with water proofing of the building (not exceeding 85% of the total consideration)	5%
8	After completion lifts, water pumps, electrical fittings, electro mechanical & environment requirements, entrance lobbies, plinth protection, paving of areas appertain (not exceeding 95% of the total consideration)	10%
9	At the time of handing over the possession of the Flat on or after receipt of building completion certificate	5%
	TOTAL	**100%**

The cheque / DD / Pay Order to be drawn in favour of :

M/s . NILAYA ENTERPRISES.
A/c No. …….

IFSC CODE ……..
Bank …….

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters / Allottee by way of Goods & Service Tax (G.S.T.) 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 and / or Allottee) up to the date of handing over the possession of the Apartment / flat.

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 Promoter may allow in its sole discretion a rebate for early payment of equal installments payable by the Allottee by discounting such early payment @ __ % per annum for the period by which the respective installments has been preponed the provision for allowing rebate and such rate of rebate shall not 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 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 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. (Note : each of the installments mentioned hereinabove shall be further sub – divided in to multiple installments linked to number of basements / podiums / floors in case of multistoried building / wing)

2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned 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/Flat] to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her 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 (F.S.I.) available as on date in respect of the project land is ..... square meters / feet 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 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 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.

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 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 refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of 30 days of the termination, the installments of sale consideration of the Apartment / Flat which may till then have been paid by the Allottee to the Promoters.

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

6. The Promoters shall give possession of the Apartment to the Allottee on or before _____. If the Promoters fails or neglects to give possession of the Apartment / Flat 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 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:

(i) War, Civil Commotion or Act of God.

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **PROCEDURE FOR TAKING POSSESSION** - The Promoters, upon obtaining the Occupancy Certificate /Completion 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 / Flat to the Allottee in terms of this Agreement to be taken within 15 (fifteen days from the date of issue of such notice and the Promoters shall give

possession of the Apartment / Flat to the Allottee subject to payment of balance consideration. 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 Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the Occupancy Certificate of Building in the Project Land, subject to payment of total consideration of the Apartment and maintenance charges to the Promoters by the Allottee.

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

7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT / FLAT :**

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 and municipal taxes 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 provisions of services then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and shop / office only for carrying out legal and authorized business by obtaining requisite permissions and licenses. He shall use the garage or available parking space only for purpose of keeping or parking vehicles.

9. The Allottee along with other Allottees of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the Application for Registration and / or Membership and the other papers and documents necessary for the formation of registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the Proposed Society and duly fill in, sign and return to the Promoter within 07 days of the same being forwarded by the

Promoter to the Allottee, so as to enable the Promoter to register the common Organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

9.1(i) The Promoter shall submit the application in that behalf to the Registrar of registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within 3 months from the date of which 51% of the total number of Allottees in such a building or a wing have booked their Apartment.

9.1.(ii) The Promoter shall submit the application to the Registrar for registration of registration of a Co-operative Housing Society or the Company application to the Registrar for registration of Co-operative Society or the Company to form and register and Apex Body in the form of Federation or holding entity consisting of all such entities in the layout formed as per clause (i) of sub-rule 1 of Rule 9 (1) (i) hereinabove. Such application shall be made within a period 3 months from the date of receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

9.2(i) The Promoter shall (subject to their right to dispose of the remaining Apartments / Shops / Flats, if any) execute the Conveyance of Title within 3 months from the date of issue of Occupancy Certificate.

9.2(ii) Period of Conveyance of Title by Promoter to Organization of Allottees in case of layout.

(a) In the case of a building or a wing of a building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the Conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

(b) In the case of layout, the Promoter shall execute the Conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the building or wing in the layout.

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 "Project Land" and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may

be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the land and building is handed over to the Co-operative Housing Society to be formed and registered in future.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter 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 outgoing of Society or Limited Company / Federation / Apex Body.

(v) Rs._____/- for deposit towards water, electric and other utility and services connection charges and

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

11. The Allottee shall pay to the Promoter a sum of Rs. _____/-for meeting all legal costs, charges and expenses including professional cost of the Attorney at Law / Advocates of the Promoter in connection with formation of the Society or Limited Company or Apex Body or Federation and for preparing it's rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance or assignment of Lease. The Allottee shall pay to the Promoters the charges about the additional amenities, if any, provided by the Promoters as per the demand of the Allottee in his individual flat.

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

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS** :
The Promoters hereby represents and warrants to the Allottee as follows:

i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or 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 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 project land and structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas to the Association of the Allottees;

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

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

14. The Allottee/s or himself/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 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 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 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 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 the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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/Limited Company/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/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. Not to put flower pots on the window or balcony of the Apartment and not to put or fix MS grills or collapsible shutter of any design outside the window or balcony except the one design which is approved by the Promoters on the fixed place allowed. No box type grills are allowed to be fixed outside the balcony / terrace / window of the flat / office / shop.

15. 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 certain expenses, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said 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 and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoters executes this Agreement he shall not mortgage or create a charge on the 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.

18. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee

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

19. **ENTIRE AGREEMENT** :

This Agreement, along with it's 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 as the case may be.

20. **RIGHT TO AMEND** :

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. **SEVERABILITY** :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. **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.

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 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 Dombivli.

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

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

Name of Allottee : …….
(Allottee's Address) ……..
……
Notified Email ID:_____

M/s Promoters name :**M/S NILAYA ENTERPRISES.**

(Promoters Address) : having office at 5, J. M. Darshan, Shiv Mandir Road, Opposite Ganesh Tea, Dombivli (East) – 421 201, Taluka – Kalyan, District – Thane.

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.

28. **JOINT ALLOTTEES:**

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

29. **STAMP DUTY & REGISTRATION:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. **DISPUTE RESOLUTION**:

Any dispute between parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, 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 the Civil Courts / Authority under the RERA Act, as the case may be, will have the jurisdiction for this Agreement

32. The Government has introduced GST Tax on the said transaction. The Allottee shall pay the said GST tax @ decided by the Government and applicable to the transaction. The Allottee shall pay the said amount to the Promoters and the Promoters shall deposit the same to the concerned Government authority.

33. The Allottee shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee.

34. The Allottee has seen the layout of the proposed building 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 buildings and accordingly the Allottees of the premises in the said buildings and the different common organizations will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

35. The Purchaser / Allottee has been informed and intimated by the Promoters before the execution of this agreement that the Promoters are going to avail TDR and they are going to use and utilize TDR with

the permission of K.D.M.C. or any other concerned authority, if allowed, within the provisions of development rules and in that case the Promoters shall obtained prior consent of flat purchasers in the project as required under the provisions of RERA Act and get revised construction permission and revised sanctioned plan from the K.D.M.C. / or any other concerned authority.

PROJECT LAND SCHEDULE

The property all that piece or parcel of Non agricultural plot of land bearing Survey No. 59, Hissa no. 4 (part), admeasuring 493.41 sq. mtrs. lying and situate at village – Gajabandhan Patharli, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane, and bounded as under :

On or towards the East	:	Approach road
On or towards the West	:	Sarvodaya Garden C H S
On or towards the North	:	Kanchan Kutir C H S
On or towards the South	:	Subham C H S

Second Schedule Above Referred to

Common Areas and Facilities

i) Staircase
ii) Passage in front of each flat on the staircase.
iii) Terrace
iv) Open space in the compound of the building.
v) Drainage.
vi) Underground and overhead water tank.
vii) Submersible water pumps.
viii) Power back up to Lift.
ix) Lift.
x) Electricity meter box.
xi) Club house
xii) Compound wall
xiii) Main gate

SCHEDULE 'A'

Apartment / Flat No._____, admeasuring _____ sq. ft. carpet + _____ sq. ft. carpet balcony / open terrace + _____ sq. ft. carpet service area/flower bed + _____ sq. ft. cupboard, totaling to _____ sq. ft. carpet on _____ floor in building in " **DEVANSH HEIGHTS** " (hereinafter referred to as " the Apartment / flat ") as shown in the floor plan thereof hereto annexed.

ANNEXURE – A

2. Extracts of all the above mentioned CTS extracts of CTS numbers specifically referred hereinabove in the Project land column.

SCHEDULE 'B'

Title Report

ANNEXURE –C-1

Floor Plan Of The Apartment

ANNEXURE - C-2

(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)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E
AMENITIES

(Specification and amenities for the Apartment),

1.

2.

3.

4.

ANNEXURE –F

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

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

SIGNED AND DELIVERED

BY THE WITHIN NAMED

PROMOTERS / DEVELOPERS

M/S NILAYA ENTERPRISES

Through it's Partner

SHRI PRATIK PRAVIN PATEL ……

WITNESSES:

SHRI…… ……

SHRI…… ……..

SIGNED AND DELIVERED

BY THE WITHIN NAMED

ALLOTTEES/ PURCHASERS

(1) Shri / Mrs. / Smt. ……

(2) Shri / Mrs. / Smt. ……

At on in the presence of WITNESSES:

1. SHRI ……

2. SHRI ……

RECEIPT

Received of and from the Allottee / Purchaser above named the sum of Rupees .....(Rupees …….) on execution of this agreement towards Earnest Money / part payment out of the agreed total consideration.

I / We say received.

…….

PROMOTERS