

Ward No. : \_\_\_\_\_

Village : Shirgaon

Flat Area : \_\_\_\_\_ Sq. ft. Carpet  
\_\_\_\_\_ Sq. mtrs. Carpet

Actual Value : Rs. \_\_\_\_\_

Market Value : Rs. \_\_\_\_\_

# ***AGREEMENT FOR SALE***

THIS AGREEMENT MADE AT BADLAPUR ON  
THIS                      DAY OF                      20

## BETWEEN

**M/s. Kalyani Enterprises Builders And Developers**, a partnership firm, having its office at 208 / 602, Anita Kuttir, Pantnagar, Ghatkopar (East) 400075, through its partner Shri. Kalpesh Harilal Patel, hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm, their heirs, legal representatives, executors and administrator) being the Party of the First Part. **AND**

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aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

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

WHEREAS Shri Jayram Ladku Bhoir @ Patil and Shri. Rajaram Ladku Bhoir @ Patil is the owners of and/or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situate at village Shirgaon, Taluka Ambernath, District Thane within the limits of the Kulgaon Badlapur Municipal Council bearing Gut No. 99, Plot No. 4 admeasuring H.-0, R.44, P.-08, hereinafter called and referred to as the **Property**;

AND WHEREAS the said property is called and referred to as the said property for the sake of brevity and more particularly described in the schedule hereunder written.

AND WHEREAS by and under an Agreement dated 26/09/2014 the said both the owners granted the development rights in respect of the said property to the Promoter herein and in pursuance thereof also granted the Power of Attorney in favour of the Promoter herein and the same are registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 9408/2014 and 9409/2014 respectively;

AND WHEREAS in pursuance to the rights and authorities conferred upon the Promoters by and under the virtue of the above referred agreements, the Promoters herein have amalgamated the said two properties and followed the requisite procedure under law and further obtained the sanction of building plans as well as building

commencement certificate from the Ambernath Municipal Council under No. \_\_\_\_\_ dated \_\_\_\_\_ and the Kulgaon Badlapur Municipal Council has accorded the permission for construction of buildings on the said property.

AND WHEREAS the said property forms an integral part of the land converted to non-agricultural use by and under the Order passed by the Collector, Thane under No. \_\_\_\_\_

AND WHEREAS the Promoters in pursuance to the sanctioned plans and permissions have commenced the construction work on the said property.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kulgaon Badlapur Municipal Council and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extensions in respect of the said property.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS as per the above recited deeds, agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats/units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats/shops/office /units to convey the said land together

with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats/shops/units;

AND WHEREAS the Purchaser has agreed to pay the sale price/ consideration in respect of the flat/ shop/unit in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme;

framed thereunder including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his/her consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to sell, mortgage or create charge on any flats/ shops/units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his/her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to make such modifications, alterations in the buildings and structures as well as the said the said flats/shops/ tenements/galas and garages etc., agreed to be purchased by the Purchaser and/or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and

irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him;

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove as well as the terms and conditions and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI/TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional wings, floors, flats and units in the said scheme of construction as the Promoter may deem fit and proper and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Promoters may deem fit and proper and the Purchaser has accorded his/her express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser the copy orders, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is 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 and irrevocable consent for the same.

AND WHEREAS the Promoters have appointed Architect registered with the council of architects as their Architect and the Promoters have also appointed R.C.C. Consultant for the preparation of the structural designs and drawings of the building and the Promoters accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the buildings.

AND WHEREAS while granting the permission and sanctioned plans the Municipal/ Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Promoters expressed their intention to dispose off the flats/shops/tenements/garages and garages in the proposed buildings known as "\_\_\_\_\_".

AND WHEREAS the Promoter has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided/ to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser 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 relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat/Shop/Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS the list of amenities, copy 7/ 12, Certificate of Title issued by the Advocate of the Promoter to the said property, and the floor plan approved by the Municipal authority have been annexed hereto and marked as Annexures.

AND WHEREAS upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the said property so developed in favour of the cooperative society of all those several persons (including the purchaser herein) purchasing/ acquiring the respective flats/shops/tenements/galas and garages etc., in the said new buildings as the nominees of the Promoters.

NOW THIS AGREEMENT WITNESSETH THAT by the end of \_\_\_\_\_ but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Promoters, the Promoters agree to complete in all respect the construction of the proposed buildings known as wing in " \_\_\_\_\_ " on the said land particularly described in the Schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the cooperative housing society to be formed of the several persons (including the Purchaser herein) acquiring the respective flats/shops/tenements/galas and garages etc., therein at and for an aggregate price/consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS the Promoter accordingly shall sell and the Purchaser shall purchase acquire the said flats/shops/ tenements/galas and garages by becoming member/share holder/constituent of the proposed cooperative society and the Purchaser shall pay to the promoter Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

only) in respect of the said Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor, in \_\_\_\_\_ wing of admeasuring \_\_\_\_\_ sq. metres carpet area (which is inclusive balconies plus benefit of open terrace and cupboard if any,) in the scheme of construction known as " \_\_\_\_\_ " allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto.

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

1. THE Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser herein has granted his express and irrevocable consent for the same.

2. THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/ s the Flat No. \_\_\_\_\_ on floor in wing admeasuring \_\_\_\_\_ sq, metres carpet area (which is inclusive balconies plus benefit of open terrace and cupboard if any,) in the scheme of construction known as " \_\_\_\_\_ " as shown and marked accordingly on the floor plan annexed hereto hereinafter referred to as "the said premises") for the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the Purchaser agrees to pay the above consideration in the following manner:

- (a) 30% at the time of execution of this agreement
- (b) 20% to be paid on casting of plinth work
- (c) 10% to be paid on casting of first slab



- (d) 05% to be paid on casting of second slab
- (e) 05% to be paid on casting of third slab
- (f) 05% to be paid on casting of fourth slab
- (g) 05% to be paid on casting of fifth slab
- (h) 05% to be paid on completion of brick work
- (i) 05% on internal and external Plaster
- 6) 05% on plumbing work and Tiling Work
- (k) 05% at the time of possession.

The Purchaser also agrees and assures to pay as and when demanded by the Promoter on account of requisite service tax, value added tax, stamp duty, registration fees and other levies as may be levied by the state government and semi-government authorities.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters/Builders sending a notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under certificate of posting/registered post A.D./Courier Service at the address of the Purchaser/ s mentioned above and this posting will be sufficient discharge to the Promoters/Builders.

3. The Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

4. The Promoter hereby declares that they have utilised the floor space index as mentioned in the approved plan and the Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoter intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the

Purchaser herein has granted his/her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection /hindrance and will render sincere cooperation for the Promoter to consume and avail the Transfer of Development Rights and/or staircase Floor Space Index along with other increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.

5. THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats/ Shops/Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

6. THE Purchaser agrees to pay to the Promoters interest @ 24% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.

7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate

this agreement and to forfeit the moneys paid by the Purchaser under this agreement.

THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.

8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that ar.. set out in the Annexure "A" annexed hereto.

9. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before \_\_\_\_\_.  
If the Promoters fails or neglect to give possession of the premises to the Purchaser or his/her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat/ shop/tenement/ other unit on the aforesaid date, if the completion of building in which the said flat/shop/other unit is situated is delayed on account of :-

- i) non-availability of steel, cement, labour and other building materials, water or electric supply;
- ii) war, civil commotion or Act of God;
- iii) any notice order, rule, notification of the Government and /or other public or competent authorities.

10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted by the Purchaser/ Developer only as per the prevailing rules, regulations, and bylaws of the concerned authorities.

12. THE Purchaser along with the other Purchasers of the Flats/Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he/she also from time to time sign and execute the necessary applications and/ or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and hand over to the Promoters. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property

and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats/units therein are sold out to the prospective buyers.

14. COMMENCING a week after notice in writing is given by the Owner/Promoter to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat/unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building as well as recreational, infrastructural and common facilities and amenities in the said scheme of construction. The Purchaser shall pay to the Owner/Promoter such proportionate share of outgoings as may be determined by the Owner/ Promoter. The Purchaser further agrees that till the Purchaser's share is so determined by the Owner/Promoter shall pay to the Owner/Promoter Rs. \_\_\_\_\_ being consolidated amount as and when called by the Owner/Promoter but prior to taking the possession of the flat being the provisional monthly contribution in respect of the said flat for \_\_\_\_\_ months from the date of grant of building occupation certificate. The amount is paid by the Purchaser to the Owner/Promoter shall not carry any interest and shall remain with the Owner/Promoter until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be

paid over by the Owner/Promoter to the Co-operative Society or as the case may be.

15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.

16. THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.

18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.

19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not

do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. paradi or other structure or structural members in the said building without prior written permission of the Promoters and/or Society. The Purchaser shall not do or cause to do any extension or changes in the projections and/or elevations and further shall not change or modify the grill design and make any expansion therein.

The Promoters may make modifications, alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations/additions should not affect the flat/shop/premises agreed to be purchased by the Purchaser.

21. THE Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and

building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

22. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.

23. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building.

24. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safeguarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

25. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain in control of the Promoters until the said land and the said building is transferred to the co-operative society as herein before mentioned.

26. THE Purchaser shall not let, sub-let, transfer, assign or part with his/her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and



unless & until prior permission in writing is obtained from the Promoters. It is agreed and understood between the parties that if the Purchaser intends to sell the flat he has to pay transfer charges as may be decided by the Promoters from time to time.

27. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.

28. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

29. ALL costs, charges and expenses, penalties, Sales-Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits

prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoter a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats / shops / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / condominium of apartments.

30. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his/her/ their address as specified hereinabove.

31. THE Purchaser shall permit the Promoters and his/her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.

32. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.

33. a) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to

anybody the assignee/transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/ s of the Society.

b) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

34. THE Purchaser shall not claim any deduction in the cost of his/her flat on account of deletion of any item of construction as per his/her requirements, of the Purchaser in his/her flat.

35. THE Promoters shall have the right to make additions and/ or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/ or compensatory FSI or all other benefits which may be permitted in lieu thereof.

36. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/shops/units and will not pay any maintenance charges like water, light, etc., of the common area and security charges and the Promoters can sell the said flats/shops/units 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 to the cooperative housing society.

37. THAT the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartiable and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

38. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at their sole and absolute discretion:

- a) To form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
- b) To decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/assigned/ leased.
- c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- d) To decide from time to time to what extent the building/ s along with land appurtenant to its transferred to the respective body formed.
- e) To decide from time to time when and what sort of document of transfer should be executed.

f) To grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

39. AND WHEREAS the Purchaser after going through the entire disclosures the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modification, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

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

41. AND WHEREAS the Promoter has appointed a structural Engineer 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.

42. AND WHEREAS, the Promoter has agreed to follow the requisite procedure for registration of the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority;

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

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

45. 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.

46. 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 C-2.

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

48. AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications,

elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building C Certificate or Occupancy Certificate of the said Building and such stage of progress of construction work building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

49. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/ Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/ Occupant of such terrace/garden shall not enclose or cover the said terrace/garden without the written permission of the Builders and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

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

51. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/ s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/ s herein or any of the

Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters/Builders.

52. It is agreed and understood by and between the parties that if on default of payment of consideration by the purchaser, the Promoters are entitled to forfeit the amounts paid by the purchasers and to terminate the agreement and on such termination the purchaser will have no right, title and interest to acquire the said flat and the Promoter shall be entitled to sell the flat to any intending purchaser as he may deem fit and proper without any recourse or payment of any monies to the purchaser herein.

53. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters / Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters/Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

54. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.



55. THE Purchaser shall lodge at his own costs as to the registration charges for registration within seven days of the date of this agreement and shall intimate the Promoters/ Builders within 7 days from the date of lodgement and serial number under which the same is lodge for registration with xerox copy of receipt in order to enable the Promoters/Builders to admit the execution of the same.

56. THE terraces on the top floor, basement and garage if any, shall always be the property of the Promoters and the Promoters have full right and authority to enclose the said areas of the building and further right to sell the same to any prospective purchaser/ s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her and the Promoters has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and/or parking spaces to the Purchaser herein and that the said stilt and parking spaces shall be in control of the Promoters till the cooperative housing society of all the buildings in the said scheme of construction is formed and registered and the Purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction thereto.

57. If the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or re-enter and resume possession of the said flat/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the Promoter shall have the right to forfeit the amount

paid by the purchaser and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.

58. The Promoters have also clearly brought to the notice of the Purchaser during the course of development/construction they will shift and/or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and further if the area presently to be acquired by the authorities stands reduced or deleted, the benefits arising of such area shall be to the sole and exclusive use, utilization, transfer and appropriation thereof as the Promoter may deem fit and proper without any recourse and consideration to the Purchaser herein and the Purchaser shall not raise any objection for the same will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Promoters for making any changes, modifications and revisions in the said entire amalgamated property and/or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the Purchaser herein.

59. It is agreed between the parties that the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself/ herself has expressed his/her express and irrevocable consent for the same and agreed to acquire the flat/unit in the said scheme of construction and the above covenants, rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of assignment, conveyance and / or transfer

deeds as and when executed in favour of the cooperative housing society and/or condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever.

60. THE Promoters/Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

61. IT is brought to the notice of the Purchaser that the electric meters of all the flats/shops/office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers 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.

62. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and/or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed/constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his/her express and irrevocable consent for the same. It is further brought to the notice and knowledge of the Purchaser that there are certain reservations to be handed over to the municipal authorities and that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law.

63. The Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of Buildings as presently sanctioned under the building permission granted by the municipal council) on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the purchaser herein that the recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Council from time to time

64. The Purchaser has seen the layout of the proposed scheme of construction, proposed amalgamation, provisions for annexed buildings, further amalgamation, expansion etc. 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 Purchasers of the premises in the said complex and the different common organisation will have

unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

65. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit 'and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and/or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

66. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.

67. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the purchaser.

68. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

69. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/ s as regards the amalgamation of the said property with the other adjacent and abutting lands and with the full , clear knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in floor space index on the said land.

70. The Purchaser/ s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, No

Objection Certificates etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.

71. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/ s to the Builders/ Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation/ possession of the said premises is handed over to the Purchaser/ s under the possession of the said building is handed over to the said organisation and the deed of conveyance/assignment/ lease or any other transfer document is executed.

72. The Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and/or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/ s under this agreement.

73. It is expressly agreed that the Developers shall be entitled to put a hoarding and/or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his

nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and/ or preserving and/or maintaining and/or removing the advertisements and/or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

74. It is further agreed and understood between the parties that if there is any change, modification and/or revision in the reservation and/or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoter herein and the Promoter herein is and shall be well and sufficiently entitled to derive the benefits thereof for his own and exclusive profit and the Purchaser herein has granted his/her express and irrevocable consent for the same and shall not raise any objection for the same.

75. THE Builders/Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

76. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and



one by the Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.

77. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

78. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1997) and Rules made thereunder and any other provisions of Law Applicable thereto.

**S C H E D U L E**

All those pieces and parcels of land lying being and situate at village Shirgaon, Taluka Ambernath, District Thane within the limits of the Kulgaon Badlapur Municipal Council bearing:

Survey No.	Hissa No./Plot No.	Area
99	4	0-44-8

and bounded as follows:

- On or towards East : Property of Survey No. 98/3 & Road wide 15 meter.
- On or towards West : Property of Survey No. 95 & Road wide 30 meters.
- On or towards North : Property of Survey No. 99/6 & Survey No. 99/3
- On or towards South : Property of Survey No. 95/5 & Survey No. 100 & Road wide 30 meters.

together with all easement rights and benefits thereof.

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 86 DELIVERED

by the within named

Promoters/Builders

**M/s. Kalyani Enterprises Builders  
and Developers**

through its partner

Shri. Kalpesh Harilal Patel

SIGNED & DELIVERED

by the within named

**Purchaser/s**

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WITNESS:

1.

2.

**RECEIPT**

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

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance/part consideration  
subject to realisation.

I/We say received

Builders/Promoters

**WITNESS:**

1.

2.

## **ANNEXURE 'A'**

### **LIST OF AMENITIES**

1. R.C.C. Frame structure.
2. Brick Masonary walls with sand face-plaster will be provided from outside and Neeru finished plaster from inside.
3. Raised platform in Kitchen with Green Marble on top 86 Glazed tiles above the platform with Steel sink.
4. Distemper Paint in all rooms.
5. Doors and Windows : Doors shall have flush doors or with laminated sheet pressed on front side. Windows shall be provided with sliding aluminium channels with bajari glass. All the internal doors wherever provided shall have door frames in Green Marble stone and flush doors with usual fittings.
6. Flooring : Ceramic tiles in Living, Bed, Passage, Kitchen 86 Bath with Full wall tiles in Bath and W. C.
7. Water Supply : Plumbing will be of concealed type.
8. Electrical fittings :
  - a. Electric Fitting will be of concealed type in each flat.
  - b. One light, one fan and two jhoomar lamp, one plug point in living room 86 bed room.
  - c. One Light and one plug and one fan point in the Kitchen room.
  - d. One Light point in W.C. and bath.
  - e. Bell point at the Entrance.
9. One wash basin will be provided.
10. Building will be coloured from outside with Acrylic paint.