

AGREEMENT FOR SALE

[Between the Promoter and Allottee as per Rule 10 (1) of Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Web Site) Rules 2017

ARTICLES OF AGREEMENT made at **Kalyan** this day of
.....2017

BETWEEN

M/s. SHREE DEVELOPERS, a Registered Partnership firm doing business as Builders, Developers and Contractors having its office at A-3, Anant Smruti, Tata line, Ramnagar, Dombivli (East) Taluka – Kalyan, District – Thane, Income Tax PAN No. **ABYFS 8946 G** through its Partner **SHRI. RAJESH BHAGWANJI PATEL**, Age : years, Occupation : Business, hereinafter called “**THE PROMOTER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its Partners, survivors of the said partners and their respective heirs, executors, administrators and assigns) of the **FIRST PART**.

AND

1. Shri/Smt/M/s.....

Age Years, Occupation..... Income Tax PAN
No:..... Residing at.....
.....
2. Shri/Smt/M/s.....

Age Years, Occupation..... Income Tax PAN
No:..... Residing at.....
.....

hereinafter called “**THE ALLOTTEE/S**” (which expression shall, whenever the context requires or permits, mean and include his/her/their heirs, executors, administrators, successors and assigns) of the **SECOND PART**.

WHEREAS :-

- 1) Smt. Nanibai Dhago Mhatre and Smt. Jaibai Anant Madhavi are the owners of the property viz. ALL that the piece or parcel of land or ground bearing S.No. 58, Hissa No.2 Part, admeasuring about 2995.00 Sq.Yds. situate at Revenue Village Nandivli, in Taluka and Sub-Registration District Kalyan, District – Thane formerly within the limits of Nandivli Panchanand Grampanchayat, at present within the limits of Kalyan-Dombivli Municipal Corporation (hereinafter referred to as “**the said entire land**”)
- 2) By an Agreement dated 28-11-2006 and registered on the same day at Serial No. 5586 in the Sub-Registry at Kalyan-4, the said

Smt. Nanibai Dhago Mhatre, Smt. Jaibai Anand Madhavi and Rohidas Dhago Mhatre have granted the Development Rights in respect of **2000 Sq. Yards** out of the said entire land hereinafter referred to as “**the said project land**” and more particularly described in the Schedule hereunder written to Shri. Rajesh Bhagwanji Patel, residing at B-302, Tejasvi Park, P & T Colony, Gandhi Nagar, Dombivli (East), Proprietor of **M/s. SHREE DEVELOPERS.**

3. Consequential Power of Attorney dated **28-11-2006** and registered on the same day at Serial No. **05587** in the Sub-Registry at Kalyan was also executed in favour of said Shri. Rajesh Bhagwanji Patel, Proprietor of **M/s. SHREE DEVELOPERS** for enabling him to develop the said project land as intended by the said agreement.
4. By its building permission bearing no.**SROT/ 27-Villages/ 2401/BP/Nandivli T Panchanand – 25/848/11 dated 03-02-2011**, Addl. Metropolitan Commissioner MMRDA has permitted the said owners, Mrs. Nanibai Dhago Mhatre and others to carry out development of the said project land on the terms and conditions mentioned therein.
5. By his order bearing **NAP/SR.25/2011**, Collector Office, Thane, dated 11th May, 2011, the Collector of Thane has allowed the said Shri. Rajesh B. Patel, Proprietor of M/s. SHREE DEVELOPERS, C.A. of Nanibai Dhago Mhatre and others to convert the said

project land to its non-agricultural use on the conditions mentioned therein.

6. By his letter **SROT/27-Villages/2401/BP/Nandivli T-Panchanand – 25/1527/11** dated 20th September, 2011, the Addl. Metropolitan Commissioner MMRDA granted the permission for development of the said project land (where amendment is proposed in the C.C. issued by MMRDA vide letter dated 03-02-2011 as depicted in drawing sheet no.1 & 2).
7. The said Shri. Rajesh Bhagwanji Patel, Proprietor of M/s. SHREE DEVELOPERS intending to develop the said project land in partnership with some others under the name and style of M/s. SHREE DEVELOPERS, entered into Partnership Deed with 5 (five) others and the said partnership deed is dated 23-06-2011.
8. The Promoter abovenamed, has been put in possession of the said project land at the time of execution of the said Development Agreement and he by virtue of the said agreement dated 28-11-2006, Power of Attorney dated 28-11-2006 and the said Partnership Dated 23-06-2011 has become entitled to develop the said project land by constructing thereon building of dwelling units and other units in accordance with the aforesaid sanctioned plan and/or any revised or modified plan and selling the units therein to prospective purchasers on ownership basis in accordance with the Provisions of **Maharashtra Real Estate (Regulation and Development) (Registration of Real**

Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on website) Rules 2017.

9. Kalyan-Dombivli Municipal Corporation vide its building permission (Amended) bearing No. KDMC/NRV/BP/Dombivli Division/2017-18/07, KDMC, Kalyan, dated 05-05-2017 sanction or approved the amended plan of the building to be built on the said project land. The Promoter has already almost completed the construction of the building on the project land in accordance with the plan initially sanctioned by MMRDA and now has started further construction according to abovesaid revised/amended building permission.
10. According to the said revised building permission and the plan of a proposed new building sanctioned therewith, a building consisting of **stilt + ground floor to Sixth floor + Seventh Floor (Partly)**, comprising Residential Units has been allowed to be built on the said project land.
11. The Promoter is, at present, constructing on the said Project Land the building in accordance with the aforesaid revised sanctioned plan and he has accepted the professional supervision of the Architect and Structural Engineers, till the completion of the construction work of the proposed building. By virtue of the said aforesaid development agreement and power of attorney, and the Partnership Deed the Promoter has the sole, absolute and exclusive rights to sell the said Apartments viz. flats/shops/offices in the proposed building to prospective

allottee/s except the Apartment therein agreed to be allotted to the Owners.

12. The Promoter has offered for Sale the various Apartments in the said Building (hereinafter referred to as the **said Building**) that is now under construction to prospective buyers who are to be Allottee/s. The Allottee/s, on coming to know that the various Apartments under construction are offered for sale, expressed his/her/their desire to purchase and/or acquire on ownership basis a Apartment being Residential/Commercial premises/unit bearing No. _____ on the _____ Floor which is to have a Carpet Area (which includes area of balconies) of _____ Sq.Mts.+ (Open Terrace having Area of _____ Sq.Mtrs.) in the building to be built on the said Project land and the price and/or consideration of the said Apartment is agreed to be Rs. _____/- (Rupees _____ only) excluding the other charges and expenses mentioned in various other clauses of this Agreement.
13. Upon a request of the Allottee/s,, the Promoter has made a full and true disclosure of the nature of his title to the said Project land on which the proposed building is being constructed and has also given the Allottee/s, inspection of the plans and specifications of the said building;
14. The copies of Certificates of Title of the said Project land issued by Shri.N.S.Patkar, Advocate of the Promoter, copies of Property

Card or extract of VII-XII or any other relevant documents showing the nature of the title of the said Project land and which have been referred to in Title Certificate and the copies of the Plans and specifications approved by Kalyan Dombivli Municipal Corporation and any other documents which are required to be given under provisions of the RERA and the consequential rules made in that behalf by Maharashtra State have been annexed hereto and also furnished to the Allottee/s, at the time of or prior to execution hereof and the Allottee/s, has/have through his/her/their Advocate and / or Architect verified the same.

15. The Allottee/s, has/have seen the site of the said 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.
16. The Allottee/s, has/have been informed by the Promoter and therefore know/s that he has offered for sale all the respective Apartments in the building under construction on the said Project land to different Allottee/s, and that they have executed Agreements for Sale of the Apartments with the clear cut understanding to the Allottee/s, thereof that the Allottee/s, who is/are taking the said Apartments ultimately join the rest of the Allottee/s, in forming a Co-operative Housing Society and be a member thereof.
17. The Promoter shall make an application in the prescribed form to the Housing Regulatory Authority for registration of the

project and for displaying the project on the website of the Housing Regulatory Authority along with such fees as may be prescribed.

18. The Carpet area of the said Apartment is Sq.Mtrs. and Carpet area means the net useable floor area of the Apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Apartment.
19. The Parties relying upon 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 hereinafter appearing and also to register the said agreement.
20. There are no covenants affecting the said project land. There are no impediments attached to the said project land. There were no tenants on the said project land. There is no encroachment on the said project land. The said project land or any of its part has not been mortgaged and there is no lien or any charge on the said project land.
21. The Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as

sanctioned and approved by the Kalyan Dombivli Municipal Corporation have been annexed and marked as Annexure

The Promoter has got the required approvals from the concerned local authority to the plans, specifications, elevations, sections and of the said building and shall obtain the requisite approval from various authorities from time to time so as to obtain building completion certificate or occupancy certificate of the said building.

22. The Promoter shall enter into standard agreement with an Architect or Structural Engineer as the case may be as per the rules existing in that behalf and accept their professional supervision till the completion of the project.
23. Under Section 13 of the said Act (RERA), the Promoter is to enter into an agreement for sale with the Allottee/s, who are to take or have taken such Apartment and the agreement is required to be registered under the Registration Act, 1908.
24. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter agrees to sell / allot to the Allottee/s, and the Allottee/s, agree to purchase / acquire from the Promoter the said abovementioned Apartment.

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

1. The Promoter shall construct the said building on the said Project land as mentioned hereinabove in accordance with the plans, designs and specifications thereof sanctioned and approved by the concerned Planning Authority (i.e. Kalyan Dombivli Municipal Corporation) with such variations and modifications as the Promoter deems necessary and proper and as per the requirements and directions of the Planning Authority or Body and approved by it from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s, in respect of only such variations and modifications which may adversely affect the Apartment of the Allottee/s, except any alteration or addition required by any government authorities or due to change in law.

The Allottee/s, has/have given his/her/their explicit, implied and unequivocal consent and/or no – objection to/for any intended modifications, amendments and/or variations to or in the aforesaid sanctioned plan, except those which may adversely affect his/her/their Apartment.

1. (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment viz. Residential/commercial unit No. _____ carpet area admeasuring _____ sq. meters on _____ floor in the building (hereinafter referred to as “ **the Apartment**”) as shown in the floor plan thereof hereto annexed and marked **Annexures D** for the consideration of Rs. _____ /-

including Rs. _____/- being the proportionate price of the common area and facilities appurtenant to the premises the nature extent and description of the common area and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common area and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter 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 Promoter and the Promoter 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 in 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 that Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

- (i) 15% Paid at the time of execution of these presents as earnest money (the payment and receipt whereof the Promoter doth hereby admit, acquit, acknowledge and discharge the Allottee/s, absolutely and forever).
 - (ii) 5% To be paid on completion of plinth
 - (iii) 7% To be paid on casting of First Slab.
 - (iv) 7% To be paid on casting of Second Slab.
 - (v) 7% To be paid on casting of Third Slab.
 - (vi) 7% To be paid on casting of Fourth Slab.
 - (vii) 7% To be paid on casting of Fifth Slab.
 - (viii) 7% To be paid on casting of Sixth Slab.
 - (ix) 7% To be paid on casting of Seventh Slab.
 - (x) 5% To be paid on completion of Brick work.
 - (xi) 5% To be paid on completion of external plaster
 - (xii) 5% To be paid on completion of internal plaster
 - (xiv) 6% To be paid on completion of flooring & tiling work and fixing doors and windows.
 - (xv) 5% To be paid on completion of colouring work
 - (xvi) 5% To be paid on or before possession
-
- 100% Total amount of consideration
-

1. (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, LBT and/or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment .
1. (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s, for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
1. (f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s, by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee/s, in writing by the Promoter.

1 (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s, after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s, within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s, as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2(1). The Promoter hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Planning

Authority at the time of sanctioning the said Plan or thereafter and shall before handing over possession of the said Apartment to the Allottee/s (obtain from the concerned Local Authority Occupancy and/or Completion Certificate in respect of the said Apartment).

2(2). Time is essence for the Promoter as well as the Allottee/s,. The Promoter shall abide by the time schedule for completing the project and handing over the (Apartment) to the Allottee/s, and the common areas to the association of the Allottee/s, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as shown in the approved plan and Promoter has planned to utilize floor Space Index by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project . The Promoter has disclosed the

Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee/s, has/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4(1). If the Promoter fails to abide by the time schedule for completing the project and handing over the (Apartment) to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule (as per rule no 18, chapter no IV of Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Web Site) Rules, 2017.), on all the amounts paid by the Allottee/s for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

4(2). Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local

authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures, fittings and amenities to be provided by the Promoter in the said building in general and the said Apartment in particular are those that are set out, mentioned and/or more particularly described in the **Annexure “E”** annexed hereto.

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 the said Annexure.

6. The Promoter shall give possession of the said Apartment to the Allottee/s on or before _____ provided that the Allottee/s has/have paid to the Promoter the entire agreed amount of consideration and has made all the payments of dues, and deposits and has performed his/her/their part of present Agreement and nothing further has remained to be done on his / her/their part.

If the promoter fails or neglects to give possession of the Apartment by the date stipulated or on any further dates or date agreed to by the parties, the Promoter shall be liable on demand (but without prejudice to any other remedies to which they may be liable) to refund to the Allottee/s the amount already received by the Promoter in respect of the said Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoter received the sums till the date the amount and interest thereon is repaid

The Promoter, however, shall be entitled to get the period extended reasonably if the construction of the said building could not be completed and/or delayed on account of any cause or reason which would be beyond his control such as Natural Calamities, act of God, War, Civil Commotion, Scarcity of building materials, any notice, rule, notification, orders of the Government, Planning Authority or Court for stopping the construction work etc.

7(1). Procedure for taking possession - The Promoter upon obtaining the occupancy certificate from the competent Authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 3 (three months) from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

7(2). The Allottee/s shall take possession of the said Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.

7(3). Failure of Allottee/s to take Possession of Apartment – Upon receiving a written intimation from the promoter as per clause 7.1 the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take

possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7(4). If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is/are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence or commercial use as the case may be. The Allottee/s shall use the parking space if any, only for the purpose of keeping or parking the his/her/their own vehicle.

9(1). It is agreed that the Allottee/s alongwith other Allottees of the Apartment in the said building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute applications, for registration and membership and all the necessary papers and documents required for the purpose of formation and registration of co-operative Housing Society and for

becoming a member thereof including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by the Promoter to the Allottees so as to enable the Promoter to register the Organization of the Allottees. No Objection shall be taken by the Allottees/s if any changes and/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 the Co-Operative Societies or the Registrar of the Companies, as the case may be, or any other Competent Authority.

It is agreed that the execution of all the necessary documents required for the formation and registration of a Co-Operative Housing Society, Association of Apartment Owners or Limited Company as the case may be, shall be a pre-condition for occupation of the said flat/shop/office by the flat Allottees/s.

9(1).The Promoter shall, subject to his right to dispose of the remaining unsold Apartments, if any, execute the Conveyance within 3 months from the date on which the Co-Operative Housing Society or the Company is registered. The Promoters shall comply with the provisions of the RERA in that behalf (regarding the conveyance of the said project land and the building thereon in favour of the Co-Operative Housing Society).

9(2). Within 15 days after notice in writing is given by the Promoter 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. 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 light, 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 Promoter 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 Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall or before delivery of possession of the said Apartment 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 service connection charges
(iv)	Rs...../-	for deposit of electrical receiving and Su-Station provided in layout.

11. The Allottee shall pay to the Promoter a sum of Rs..... for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society or Limited Company/ Apex body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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 stamp duty and registration charges, payable, by the said Apex Body or Federation on such conveyance or lease of 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 PROMOTER**

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

- i. The Promoter 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 Promoter has lawful right 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 encumbrance upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigation 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 Promoter 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 Promoter has the right to enter into this Agreement and had not committed or omitted to perform any act or Allottee/s created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said Apartmentt which will, in any manner, affect the rights of Allottee/s under this Agreement.
- viii. The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment tothe Allottee/s in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of allottee the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums , damages and nor penalties and other outgoings' whatsoever payable with respect to the said Project to the Competent Authority which are legally and lawfully

payable by him till the completion of the project as intended by these presents.

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

14. The Allottee/s or himself/themself with intention to bring all persons into whosoever hands the Apartment may come hereby covenant with the Promoter as follows:-

(i) The Allottee/s shall from the date of possession maintain the said Apartment at his/her/their own cost and expenses in good and tenantable condition and shall not do or suffer to be done anything in or to the said building or the said Apartment, staircases, or any passage which may be against the rules and regulations and bye-laws of the concerned Local Authority or Government nor shall the Allottee/s change, alter or make additions in or to the said Apartment or to the building or any part thereof. The Allottee/s shall be responsible for any breach of the Provisions.

(ii) The Allottee/s shall not 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 storage of which goods is objected to by the concerned Local Authority or other authority and shall not carry or cause to be carried out heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure 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 to the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for consequences of the breaches.

(iii) The Allottee/s shall, at his/her/their own costs, carry all internal repairs to the said Apartment and maintain the Allottee/s in same condition, state and order in which it was delivered by the Promoter to the Allottee/s 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 against the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority and in the event of Allottee/s committing any act in contravention of the provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.

(iv) The Allottee/s further covenants with the Promoter that he/she/they shall not demolish or cause to be demolished Apartment or any part of the building in which the Apartment

is situated nor will he/she/they at any time make or cause to be made any new constructions of whatsoever nature in the said building nor will he/she/they make additions or alteration of whatever nature in or to the said Apartment or any part thereof without the previous consent/s and or permission in writing of the Promoter or the said Co-operative Housing Society when it comes to be formed. The Allottee/s shall not permit the closing of Verandas or Balconies or make any alteration in the elevation and out sidecolour scheme of that Apartment to be acquired by him/her/them without the previous permission in writing of the Promoter or the Co-operative Housing Society when it comes to be formed. If the building or any part thereof gets demolished and/or damaged on account of any act of god, such as earthquake, flood or any other natural calamity, act of enemy, war or other causes beyond the control of the Promoters such as losses incurred to the structure / building will be fully sustained by the Allottee/s alongwith the other Allottee/s and the Promoter shall not be held responsible for such losses and be liable to the Allottee/s for the same.

(v) The Allottee/s hereby covenants to keep the walls and partitions, walls, sewerage drains pipes and appurtenances of the said building/s and the Apartment in good and tenantable conditions and repairs The Allottee/s further covenants not to chisel or in any manner damage the column or the beams, the slab, the pardees or the walls and the rest of the structures of the building, any act of omission, breach of the conditions contained

in this clause, shall have the effect of putting an end to this Agreement and the Allottee/s shall be liable to the Promoter or the Co-operative Housing Society, as the case may be, for damage and if the amount deposited by the Allottee/s are not found adequate to make good the damages, the Promoter shall be entitled to recover their money from the Allottee/s, compensation for the damage caused by the Purchaser. The decision of the Promoter in that behalf shall be final and Allottee/s shall not dispute the decision of the Promoter in that regard.

(vi) The Allottee/s agrees that he/she/they shall use the said Apartment carefully and as a person of ordinary prudence would use the same shall not be used or permit others to use the said Apartment for purpose other than that for which it is agreed to be sold or for the purpose which would be immoral, hazardous or dangerous to life and for a purpose which is prohibited by law.

(vii) The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance/s in respect of the said 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.

(viii) The Allottee/s shall not throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said Apartment in the Compound or any portion of the said project land and the building in which the said Apartment is situated.

(ix) The Allottee/s shall not let, sub-let, sell, transfer convey, mortgage, charges or in any way encumber or deal with or without or dispose his/her/their Apartment nor will he/she/they underlet or part with his/her/their interest in the Apartment or benefits of this Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Promoter has paid under terms and conditions of this Agreement and until he/she/they obtain prior consent, permission in writing of the Promoter.

(x) The Allottee/s shall at no time demand partition of his/her/their interest in the said land and the building or in any part thereof and it is hereby agreed that the Allottee/s interest in the said land and building is impartible and the promoter hereby shall not be liable to execute any assignment or any other documents in respect of the said Apartment in favour of the Flat Purchaser/s. The Allottee/s agrees that till the building consisting of Apartment and the land there under are transferred/conveyed in the name of the Co-operative Housing Society to be formed of the Apartment Allottee/s, he / she/they shall be merely a license of the Promoter in the said Apartment.

(xi) Till conveyance of building in which Apartment is situated is executed, even after formation and registration of Society or Corporate Body the Promoter and/or his servants and agents with or without workman and others shall be entitled to at all reasonable times to enter into or upon the said land and/or building or any part thereof to view and examine the state and

condition thereof and for the purpose of making, repairing, maintenance, cleaning, lighting and keeping in order/good condition and services to drain, pipes, cables, water-covers, gutters or other conveniences belonging to or serving or used for the said building and for any other similar purpose.

(xii) The Allottee/s shall observe and perform all rules and regulations which the Society or any incorporated Body may adopt at its inception and from time to time and at all times for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the building rules , regulations and bye-laws for the time being in force. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by Society, Limited Company regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

(xiii) The Allottee/s shall pay to the Promoters within 15 days of demand by the Promoter his/her/their share of security deposits demanded by the concerned Local Authority or Government for giving water, electricity or any other services connected to the building in which the Apartment is situated.

(xiv) The Allottee/s shall bear and pay increases 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 any account including the change of user of the Apartment by the Allottee/s viz. user for any purpose other than for residential/commercial purpose, as the case may be.

(xv) All costs, charges, stamp duty, registration charges, and expenses in connection with the preparation and execution of the conveyance in respect of the said land and the building thereon in favour of the said Society shall be borne, shared and paid by the Allottee/s and all other Apartment Allottee/s in proportion to their respective floor area of their respective Apartment and/or by such Co-operative Society as may be determined by the Promoters.

(xvi) If the charges, such as development or betterment charges and/or any other taxes, are levied by the local/public authority or Government in respect of the said land or the building/s thereon, the said Allottee/s alongwith the other Apartment-takers in the buildings shall bear those proportionately according to the area of their respective Apartment

(xvii) The Promoter will also control the management of the building, realization of the outgoings and the disbursement of the payment to be made till the conveyance and the Allottee/s alongwith the other Allottee/s and/or Corporate Body will not have any objection to same till the Deed of Conveyance of the said land and building is executed in favour of the Corporate Body as contemplated herein.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or Association or Company or towards the outgoings, 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 or nor shall be construed to be grant, demise or assignment in law of the said Apartment or of the said land or ground and building thereon or any part thereof in favour of the Allottee/s. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/their and all open spaces, parking spaces, terrace, remain the property of the Promoters until the said land and the building is transferred to the Society of the Allottee/s herein before mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :**
- After the Promoter execute this Agreement they 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/s who has taken or agreed to take such Apartment
18. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall 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, alongwith its schedules and annexure, 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.

20. RIGHT TO AMEND :

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT APARTMENT 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 Allottee/s 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have 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 ASSUARES :

Both Parties agreed 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 Promoter's Office and after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said agreement before the Sub-Registrar shall be registered at the Office of the Sub-Registrar.

26. The Allottee/s and/or Promoter shall present this Agreement as well the conveyance at the proper registration office of

registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of the Allottee/s	:
	
Address of the Allottee/s	
	
	
Email.ID of the Allottee/s	:
	
Name of the Promoter	:
	
Address of the Promoter	
	
	
Email.ID of the Promoter	:
	

It shall be duty of the Allottee/s 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/s, as the case may be.

28. **JOINT APARTMENT ALLOTTEE/S**

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

29. STAMP DUTY AND REGISTRATION :-

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

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 appropriate Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

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 Courts at Kalyan will have the jurisdiction for this Agreement.

32. Any delay made or indulgence or latitude shown by the Promoter in enforcing the various terms of this Agreement and recovering their dues or any extension of time granted by the Promoters to the Allottee/s to payment that becomes due, shall not be construed as a waiver by the Promoter of his rights, and same

shall not effect or prejudice the right of the Promoter under this agreement.

33. It is also understood and agreed by and between the parties hereto the terrace space in the front or the adjacent to the terrace Apartment in the said building if any, shall belong exclusively to the respective Allottee/s of the terrace Apartment and such terrace space are intended for the exclusive use of the respective terrace Allottee/s. The said terrace shall not be enclosed by the Allottee/s till the permission in writing is obtained from the concerned Local Authority and the Promoter .
34. The name of the building to be constructed for the members of the Co-Operative Housing Society shall be of the choice of the Promoter and it shall not be changed without the written permission of the Promoter.
35. The Annexures annexed to these presents are detailed as under:-
- 1) Annexure "A" VII-XII extract in respect of the said project land
 - 2) Annexure "B" Commencement Certificate
 - 3) Annexure "C" N.A. Permission
 - 4) Annexure "D" Floor Plan of the said Apartment
 - 5) Annexure "E" Amenities & Specifications
 - 6) Annexure "F" Title Certificate in respect of the said land

SCHEDULE OF THE SAID PROJECT LAND

ALL that piece or parcel of land or ground bearing Survey No. **58** Hissa No: **2 (Part)** admeasuring about **2000 Sq.Yards** out of the said entire land admeasuring about

2995 Sq.Yards, Situate at Revenue Village Nandivali in Taluka and Sub Registration District : Kalyan, District Thane formerly within the limits of NANDIVALI PANCHANAND GRAMPANCHAYAT (Planning Authority was MMRDA) and at present within the limits of Kalyan-Dombivli Municipal Corporation and bounded as follows:-

On or towards East : Survey No. 58, Hissa No. 6

On or towards West : Survey No.58, Hissa No.2 (P)

On or towards North : Survey No. 36

On or towards South : Survey No. 37

SECOND SCHEDULE

(OF THE COMMON AREA, FACILITES AND PARKING SPACE)

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands, seals the day and year hereinabove mentioned.

SIGNED,SEALED AND DELIVERED

by the withinnamed

M/s. SHREE DEVELOPERS

Through its Partner

Shri._____

the Promoter abovenamed

PROMOTER

in the presence of

1.

2.

SIGNED,SEALED AND DELIVERED

by the withinnamed

1)

2).....

ALLOTEE/S

the Allottee/s

herein, in the presence of

1.

2.

RECEIPT

RECEIVED from the Allottee/s the day and year abovementioned, a sum of
Rs..... (Rupees.....
..... .Only) as Earnest Money by Cheque No.
..... dated drawn on
..... Bank vide our Receipt
No.....

For M/s.SHREE DEVELOPERS

PROMOTER