

AGREEMENT FOR SALE OF FLAT

(Sale of Flat to land owner as per terms of Development Agreement without consideration.)

THIS AGREEMENT is made at **DOMBIVLI** on this day of in the year **Two Thousand and Twenty Two**;

BETWEEN

M/s LAXMI REALTY, (PAN NO. AAJFL 3939 Q), a partnership firm having office address at 5, J. M. Darshan, Shiv Mandir Road, Opposite Ganesh Tea, Dombivli (East) – 421 201, Taluka –Kalyan, District – Thane, represented by and through their partner **Shri Pratik Pravin Patel**, age - 33 years, Occupation - Business, residing at A / 102, Asian Palace, Manpada Road, Near Gaondevi Mandir, Dombivli (East) – 421 201, Taluka – Kalyan, District – Thane, hereinafter referred to as the **PROMOTERS / DEVELOPERS** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and entrusts) of the party of the **FIRST PART**;

AND

SHRI, age - years, occupation -, (**PAN NO.**), residing at....., hereinafter referred to as '**ALLOTTEE / PURCHASER / ORIGINAL LAND OWNER**' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the Party of the **SECOND PART**;

WHEREAS all that piece or parcel of Non agricultural plot of land bearing Survey No. 93/ A / 29, Plot No. 34, admeasuring 301.83 sq. mtrs. alongwith standing structure of old bungalow in Hanuman Co – operative Housing Society Ltd., bearing Municipal House / Property No. G - 03001519100 having built up area of approximately 200 sq. mtrs, lying and situate at village – Ayre, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane, more particularly mentioned and described in the schedule hereunder written and referred as “ **The Project Land** ”

AND WHEREAS under the Development Agreement & Power of Attorney both dated 16.12.2021 executed by the land owners Shri Sanjay Shrikrishna Paranjpe & Shri Sandeep Shrikrishna Paranjpe in favour of the Developers M/s Laxmi Realty i.e. the Promoters herein, the said Owners have assigned development rights in respect of the said project land in favour of the Developers upon the terms and conditions more particularly set out there under and both the documents have been duly registered with the office of Sub – Registrar, Kalyan 5 under serial no. KLN 5 / 14316 / 2021 and KLN 5 / 14317 / 2021 respectively both dated 16.12.2021 and the Allottees herein are one of the co – owner of the said Project Land.

AND WHEREAS the Developers after acquiring development rights of the said Project Land obtained all the required permissions from the concerned authorities and have started the construction of building on the said Project land as per the Construction Permission and Sanction Plan from Kalyan – Dombivli Municipal Corporation.

AND WHEREAS under the terms of the Development Agreement the Developers agreed to allot and sell 50% F.S.I. in the form of residential flats out of the total sanctioned F.S.I. on the project land free of cost to the land owners towards part consideration of the project land by sale of flats i.e. Apartment and after the sanction of building plan the Developers and Allottee, and other co - Owners have executed Agreement for Allotment of Flats to the land owners by the Developers from Owner's 50% F.S.I. and have confirmed the flats allotted to the land owners i.e. Allottee and other co - owner and the remaining flats in 50% F.S.I. shall be retained and available to the Developers for sale to the prospective purchasers by the Developers with exclusive rights and in the said allotment agreement, the flat agreed to be sold to the Allottee herein has been allotted to the said Allottee.

AND WHEREAS this agreement is executed by the Developers in favour of the land owner / Allottee for sale of flat which has come to the share of the Allottee / land owner towards the consideration of the project land as per the Agreement of Allotment of Flat free of cost without any consideration towards adjustment of part cost of the project land by allotment of flats to the Allottee / land owner on ownership basis.

AND WHEREAS the Developers initially obtained construction permission no. KDMC / TPD / BP / DOM / / dated2022 and thereafter again obtained revised construction permission no. KDMC / TPD / BP / DOM / / / dated2022 from Kalyan Dombivli Municipal Corporation.

AND WHEREAS the flat / Apartment which the Promoter / Developers agreed to sell to the Purchaser /

Allottee is the flat allotted to the Allottee i.e. original land owner by the Promoter as per the terms of Development Agreement and in the **RERA** Act the flat is described as Apartment and, therefore, in the said agreement, the ' **flat** ' is referred and mentioned as ' **Apartment** ' and the ' **purchaser** ' of the flat has been referred as " **Allottee**" as per the provisions of **RERA** Act.

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

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

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

AND WHEREAS the Allottee is offered an Apartment bearing number on the floor, admeasuring _____ sq.ft. carpet (herein after referred to as the said " Apartment ") in the building

called “ **SHREE LAXMI NARAYAN PRASAD / KRUPA** ” (herein after referred to as the said “ building ”) to be constructed on the said project by the Promoters.

AND WHEREAS the Developers have entered into a standard Agreement with an Architect M/s registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS the Developers have appointed a structural Engineer M/s for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above mentioned development agreement, power of attorney, and supplementary agreement of the Project land the Promoters / Developers have acquired exclusive rights to sell the Apartments to the Allottee in the said building being constructed by the Developers on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments.

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law / Advocate of the Developers / Promoters, authenticated copies of Property card or extract of Village Forms VI

and VII and XII, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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,

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

AND WHEREAS the Promoter has got 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, if any, from various authorities from time to time, so as to obtain Building Completion Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the project land and the said building and upon due observance and performance of which only the completion certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Developers have accordingly commenced the construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoter / Developer for allotment of an Apartment no. on floor in building in " **SHREE LAXMI NARAYAN PRASAD / KRUPA** " to be constructed in the said Project.

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, the said Apartment is sold out to the Allottee free of cost without consideration as per the terms of Development Agreement towards the adjustment of consideration of project land as mentioned in the Development Agreement and therefore there is no any consideration in the said agreement.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Developer / Promoters shall construct the building consisting of stilt + upper floors (residential) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1a i. The Allottee hereby agrees to purchase from the Promoters / Developers and the Developers hereby agree to sell to the Allottee Apartment no. of carpet area admeasuring sq. mtrs. carpet on floor in the building of the project in **SHREE LAXMI NARAYAN PRASAD / KRUPA** in addition to this carpet area of the flat there is attached balcony admeasuring sq. mtrs. carpet + terrace area of sq. mtrs. carpet (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 free of cost without any consideration under the said agreement.
 - (ii) The Allottee hereby agrees to purchase from the Promoter / Developers and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. situated at stilt being constructed in the said building on the ground floor without consideration.
- 1(b) For the purpose of stamp duty and registration charges and G.S.T. as per the

Government rate the said flat is valued at Rs.
_____/-(Rs.
_____ only)

- 1(c) The Promoter / Developers shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 2.1 The Promoters / Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoters / Developers as well as the Allottee. The Promoters / Developers shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate

or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

- 3. The Promoters / Developers hereby declare that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter / Developers have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter / Developers only.

- 4.1 If the Promoters / Developers fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment of other government charges if any which become due and payable by the Allottee 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 Promoters / Developers to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoters shall have right to charge interest on the said delayed payment.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter / Developers in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoters / Developers shall give possession of the Apartment to the Allottee on or before **December, 2024**. If the Promoters fail or neglect to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid or in this case under this agreement as it is between the land owner and Developer and sale of flat without consideration the Developer shall pay reasonable compensation to the Allottee for delay in handing over possession of flat to the Allottee.

Provided that the Promoters / Developers shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situate is delayed on account of –

- (i) war, civil commotion or act of God ;

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

7.1 PROCEDURE FOR TAKING POSSESSION –

The Promoter / Developers, upon obtaining the occupancy certificate /completion certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter / Developers or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project, subject to payment of maintenance charges to the Promoters by the Allottee.

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

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT :

Upon receiving a written intimation from the Promoter / Developers as per clause 7.1, the Allottee 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. In case the Allottee fails

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

- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter / Developers any structural defect in the Apartment or the building in which the Apartment are situate, 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 shall be entitled to receive from the Promoter / Developers, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only and shall not use it for any other purpose.
9. The Allottee along with other Allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoters / Developers shall, within three months of registration of the Society or Association or Limited Company or after getting Completion Certificate and after sale of all the Apartments in the building, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoters and/or the owners in the said structure of the Building or wing in which the said Apartment is situate.
- 9.2 The Promoters / Developers shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid or after sale of all the Apartments / commercial units in the building, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoters / Developers to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters / Developers 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 / Developers provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoters

shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters / Developers to the Society or the Limited Company, as the case may be.

10. 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 Promoters, 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 Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

11. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPERS:**

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

- i. The Promoters / Developers have 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 / Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter / Developers 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 has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter / Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter / Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter / Developers in respect of the project land and/or the Project except those disclosed in the title report.
12. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter / Developers as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment

is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any

alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter / Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter / Developers and their surveyors

and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. Not to put flower pots on the window or balcony of the Apartment and not to put or fix MS grills or collapsible shutter of any design outside the window or balcony except the one design which is approved by the Promoter / Developers on the fixed place allowed.

13. The Promoters / Developers 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter / Developers until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

15. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter / Developers executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

16. **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.

17. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

18. **RIGHT TO AMEND**

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

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

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

20. **SEVERABILITY**

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

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

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

22. **FURTHER ASSURANCES**

23. PLACE OF EXECUTION

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

(Allottee's Address)

Notified Email ID:_____

Promoter name :**M/S LAXMI REALTY.**

(Developer's / Promoter Address) : 5, J M Darshan, Shiv Mandir Road, Opposite Ganesh Tea, Dombivli (East) – 421 201, Taluka – Kalyan, District – Thane.

Notified Email ID:

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

26. **JOINT ALLOTTEES**

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

27. **STAMP DUTY & REGISTRATION –**

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

28. **DISPUTE RESOLUTION –**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

29. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil Courts / Authority under the RERA Act, as the case may be, will have the jurisdiction for this Agreement

30. The Allottee shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee.
31. The Allottee has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc. shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Allottees of the premises in the said buildings and the different common organizations will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.
- 32. The Promoters / Developers 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 Allottee herein along with other Allottees shall not raise any objection for such non – residential use of the premises sold by the Promoters to the intending Allottees.**
33. The Promoters / Developers have brought to the notice and knowledge of the Allottee that during the course of construction / development, the Promoters / Developers will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance

and borrowing by mortgaging the flats from Developer's 50 % FSI construction thereby creating charge or mortgage on the said flats and the purchaser is aware of the same and the Allottee shall not raise any objection or construction to such creation of charge, mortgage and raising the finance by the Promoter / Developers. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement.

First Schedule Above Referred to

All piece and parcel of non – agricultural land bearing Survey No. 93/ A / 29, Plot No. 34, admeasuring 301.83 sq. mtrs. lying and situate at village – Ayre, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane.

Second Schedule Above Referred to Common Areas and Facilities

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

SCHEDULE 'A'

Apartment bearing number on the floor, admeasuring _____ sq.ft. carpet (herein after referred to as the said " Apartment ") in the building called " **SHREE LAXMI NARAYAN PRASAD / KRUPA**

" as shown in the floor plan in the Project bounded as under :

Boundaries of Project Land :

On or towards the East : Balaji Shraddha building
or Plot no. 15

On or towards the West : 12 mtrs. wide D P Road

On or towards the North : Pitru Chhaya bungalow
or Plot no. 35

On or towards the South : Aakash building or plot
no. 33

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

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

Promoters / Developers:

**M / S LAXMI REALTY
Through Partner
SHRI PRATIK PRAVIN PATEL**

SIGNATURE

WITNESSES:

SHRI

Signature _____

SHRI

Signature _____

**SIGNED AND DELIVERED
BY THE WITHIN NAMED
ALLOTTEE:**

(1) MR.

SIGNATURE

In the presence of WITNESSES:

SHRI

Signature _____

SHRI

Signature _____