

Project Name : SARVODAY SYMPHONY
Village : Kanchangaon
Wing/Flat No. : _____
Floor : _____
Area (RERA Carpet): _____ sq. mts. (Including Balcony)
Open terrace : _____ sq.mt. (carpet)
Market value : _____
Actual value : _____

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

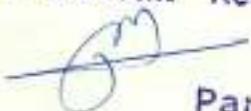
ON THIS _____ DAY OF _____ 201__

BETWEEN

M/s. **Swastik Realtors**, a partnership firm, having its office at Sarvoday Park, Building No.1, Kalyan Shil Road, Kalyan (West), through its authorized signatory Shri _____ hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, their heirs, legal representatives, executors and administrators) being the Party of the First Part;

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For Swastik Realtors



Partner

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

WHEREAS the Smt. Neerabai Bhagwan Shelar alias Farde and Others are the Owners of plot bearing Old Survey No. 92 New Survey No. 3 Hissa No. 3 admeasuring 3690 sq. meters as well as Old Survey No. 91 New Survey No. 25 Hissa no. 1 admeasuring 7310 sq. meters adjoining each other lying, being and situate at village Kanchangaon, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation (hereinafter referred to as the said property).

AND WHEREAS by and under the Development Agreement dated 27.12.2007 read with Deed of Confirmation dated 20.11.2008 registered at the office of Sub-Registrar of Assurances at Kalyan - 3 under serial No. 6317/2008 Owners granted the said property along with other properties for development to the Promoters herein at and for the price / consideration and on the terms and conditions therein contained and in pursuance thereof the above said owners have also granted Power of Attorney in favour of the Promoters on 27.12.2007 and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan - 3 by executing Deed of Confirmation on 20.11.2008 under serial No. 6318/2008;

AND WHEREAS the Promoter have got converted the use of land to non agricultural vide order no. Mahsul/T-2/jaminbab/vinischiti/conversiontax/SR-118/2017 dt. 02.11.2017 granted by Tahasildar Kalyan;

AND WHEREAS the Promoter with the intention to develop the said property has followed the due process of law and obtained the sanction from the Kalyan Dombivli Municipal Corporation under the Building Commencement Certificate No. KDMP/TPD/BP/DOM/2019-20/0029/25 dated 28.04.2021.

AND WHEREAS as per the sanctioned plan the said property is naturally divided into two plots due to the 18 meters wide D. P. Road passing through the same. As per the sanctioned plan the said property admeasuring 11000 sq.meters is divided as under;

- i) Plot 1- 5903.50 sq. meters
- ii) Plot 2- 2962.50 sq. meters
- iii) Area under 18 & 24 meters wide D. P. Road 2134 sq. meters

AND WHEREAS as per the said sanctioned plan and Building permission Promoter herein is well and sufficiently entitled to construct A, B & C wing on Plot 1 and D wing on plot 2 consuming total F.S.I of 23270 Sq.Mtrs. As per the plans sanctioned at present A & B wing (named as SARVODAY SYMPHONY) shall be Basement + Ground (Commercial) + 19 upper Floors, C wing shall be Ground + Seven upper Floors and D Wing (named as SARVODAY HARMONY) shall be Ground (Commercial) + 19 Upper Floors.

AND WHEREAS the Promoters intend to avail additional permitted and available floor space index from time to time and increases and incentives therein and further intends to get the said plans and

specification revised, renewed and altered for consumption of floor space index by transfer of development rights, Premium FSI, Ancillary FSI and all other permissible FSI to the extent of 30000 Sq. Mtrs. to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and also further to amalgamate adjacent and adjoining properties to said property and accordingly obtain revised sanction Plans in due course.

AND WHEREAS the Promoter has followed the due process of law under Real Estate (Regulation & Development) Act, 2016 and obtained the Certificate of Registration under No. _____ dated _____.

AND WHEREAS in terms of the above said sanctions and permissions, the Promoters are entitled to sell the flats in the proposed Building named as "**Sarvoday Symphony**".

AND WHEREAS the Promoters herein declare that all the above said Agreements, sanctions and permissions are valid, subsisting and completely in force;

AND WHEREAS in terms of the above said Agreements, Power of Attorney, sanctioned plans and permissions, the Promoters herein are well and sufficiently entitled to develop the said property;

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect of the Promoters;

AND WHEREAS the Promoters have also appointed a Structural Engineer for preparing of structure designs and drawings of the buildings to be constructed thereon;

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed buildings at their own costs and expenses and to dispose of the Flats/Shops/Units constructed in the buildings on ownership basis and to enter into agreements with the Allottee/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Shops/Units to convey the said land together with the buildings constructed thereon in favour of the Co-operative Housing Society/Association of Apartment/owners of all those several persons acquiring the respective Flats/Shops/Units.

AND WHEREAS the Promoters expressed their intention to dispose off the Flats/Shops/Units in the proposed buildings in the scheme of construction known as in "**Sarvoday Symphony**".

AND WHEREAS the Promoters have shown to the Allottee/s the entire layout, sanction of plans and have disclosed their intention to avail additional permitted and available floor space index from time to time and increases and incentives therein and further intends to get the said plans and specification revised, renewed and altered for consumption of floor space index by transfer of development rights, Premium FSI, Ancillary FSI and all other permissible FSI to the extent of 30000 Sq. Mtrs. to be used and utilized on the said property as may

be granted by the Kalyan Dombivli Municipal Corporation from time to time, and/or amalgamate the said property with the adjacent properties and obtain revised building permissions, sanctions and approvals from time to time and to complete the entire construction on the said property and / or the amalgamated property and on completion of the entire scheme of construction to form cooperative housing society / societies, condominium of apartment owners or corporate body and to transfer and convey the land and the structures to such cooperative housing society, condominium of apartment owners or corporate body as the case may be and the Allottee after going through the said sanctions plan, layout and verifying and analyzing the proposed change, modification and revisions to be sought by the Promoters have granted his / her / their clear, express and unequivocal consent to the same and have expressly declared that he / she / they shall not raise any objection, claim or dispute in respect of any change, modification, revision and / or consumption of additional floor space index as permitted by the Kalyan Dombivli Municipal Corporation on the said property or any part thereof and / or the amalgamated scheme of construction and shall grant their utmost and sincere cooperation to the same.

AND WHEREAS the Allottee/s herein has/have understood the entire scheme of construction, the internal common roads, recreational spaces and other amenities and facilities in the said scheme of construction known as **Sarvoday Symphony** and have granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters relying upon the above representations made to the Allottee/s and the Allottee accepting the same and / or granting his / her clear, express and unequivocal consent has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire the Flat bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs. in the scheme of construction known as "**Sarvoday Symphony**" hereinafter for the sake of brevity called and referred to as the "Said Flat" allotted to the Allottee/s and shown and marked accordingly on the floor plan annexed.

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

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Allottee herein the above facts of changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Allottee has clearly

For Swastika
Property
Partners
Partner

understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.

AND WHEREAS as per the above recited agreements and permissions as well as above disclosures and further course of development, modification or expansion therein, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the Allottee and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Allottee is offered a flat bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs. in the scheme of construction known as "**Sarvoday Symphony**" (herein after referred to as the said "Building") being constructed on the said property described in the Third Schedule hereunder written.

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

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

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

AND WHEREAS on demand from the Allottee, the Promoter has 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 and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016

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(hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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

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 Premises 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 some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Allottee herein.

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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs. in the scheme of construction known as "**Sarvoday Symphony**" being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas

under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____ (Rupees _____)

only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises 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 said premises.

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

1. The Promoter in terms of the revised sanctioned plan shall construct the said Building on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.a. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the premises being Apartment / shop / office / unit bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs without any covered/mechanical car parking space in the scheme of construction known as **Sarvoday Symphony** (herein after referred to as the said "premises") being constructed on the said property described in the Second Schedule hereunder written as shown in the Floor plan thereof hereto annexed for the price/consideration of Rs.

For Swastik Realtors
Partner

_____ (Rupees _____ only)
including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

OR (Strike out whichever is not applicable)

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the premises being Apartment / shop / office / unit bearing No. _____ on _____ floor, admeasuring _____ sq.mtrs carpet with attached cupboard & balcony/ies admeasuring _____ sq.mtrs (proposed to be enclosed) and attached terrace admeasuring _____ sq.mtrs alongwith one stilt/covered/mechanical car parking space in the scheme of construction known as **Sarvoday Symphony** (herein after referred to as the said "premises") being constructed on the said property described in the Second Schedule hereunder written as shown in the Floor plan thereof hereto annexed for the price/consideration of Rs. _____ (Rupees _____

_____ only)
including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Allottee agrees and understands that timely payments of the said Apartment as per payment schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees - _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) as per the Payment Schedule Annexed herewith.

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said premises.

1(d) 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 for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation