

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Umbroli, Dombivli East, Taluka Ambernath, District Thane, on this \_\_\_\_day of \_\_\_\_\_ 20\_\_

**BY AND BETWEEN**

**M/S. DHANVEER ENTERPRISES**, a Partnership Firm duly established and registered under the provisions of Indian Partnership Act, 1932, PAN - \_\_\_\_\_, having its principal place business at

\_\_\_\_\_, represented by and through its authorized Partner MR. \_\_\_\_\_, Adult, Indian Inhabitant, hereinafter called and referred to as "**PROMOTERS**" (which expression shall unless it be repugnant or contrary to the context or meaning thereof and with all its grammatical variations and cognate expressions, shall be deemed to mean and include all its existing partners, incoming partners, surviving partners, their respective heirs, executors, administrators, successors-in-title, nominees and assigns) OF THE **ONE PART**;

**AND**

**(1) MR./MRS.** \_\_\_\_\_, Age - \_\_\_\_ years, Indian Inhabitant, PAN - \_\_\_\_\_, **(2) MR./MRS.** \_\_\_\_\_, Age - \_\_\_\_ years, Indian Inhabitant, PAN - \_\_\_\_\_, both having address at \_\_\_\_\_, hereinafter

called and referred to as the "**PURCHASER/S**" (which expression unless excluded by or repugnant or contrary to the context or meaning thereof and with all its grammatical variations and cognate expressions, shall mean and include his/her/their respective heirs, executors, administrators, successors and assigns) OF THE **OTHER PART**.

**WHEREAS:**

**A. DESCRIPTION OF THE PROPERTIES:**

**A1** All that piece and parcel of land bearing **Survey No. 18, Hissa No. 1A, area admeasuring 1700 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of

Registration District Thane, Sub Registration District Ulhasnagar, hereinafter referred to as the "SAID PLOT-A" which is more particularly described in the FIRST SCHEDULE hereunder written. The 7/12 extract and other revenue records pertaining to the Said Plot-A stands absolutely in the name of the Promoters herein.

**A2** All that piece and parcel of land bearing **Survey No. 18, Hissa No. 1B, area admeasuring 2110 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar, hereinafter referred to as the "SAID PLOT-B" which is more particularly described in the SECOND SCHEDULE hereunder written. The 7/12 extract and other revenue records pertaining to the Said Plot-B stands partly in the name of the Promoters herein and partly in the name of the land owners.

**A3** All that piece and parcel of land bearing **Survey No. 18, Hissa No. 4A, area admeasuring 4030 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar, hereinafter referred to as the "SAID PLOT-C" which is more particularly described in the THIRD SCHEDULE hereunder written. The 7/12 extract and other revenue records pertaining to the Said Plot-C stands partly in the name of the Promoters herein and partly in the name of the land owners.

**A4** All that piece and parcel of land bearing **Survey No. 18, Hissa No. 8, area admeasuring 910 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar, hereinafter referred to as the "SAID PLOT-D" which is more particularly described in the FOURTH SCHEDULE hereunder written. The 7/12 extract and other revenue records pertaining to the Said Plot-D stands absolutely in the name of the Promoters herein.

**A5** The "SAID PLOT-A", "SAID PLOT-B", "SAID PLOT-C", and "SAID PLOT-D" are hereinafter for the sake of brevity and convenience collectively referred to as the "SAID PROPERTIES".

**B. BRIEF HISTORY OF RIGHTS OF PROMOTERS:**

- B1** By virtue of Deed of Conveyance dated 07/09/2022 executed by and between M/s. Sai Balaji Buildcon, through its partner Mr. Bhavesh Manilal Senghani, therein as the Owners, and M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, the said Owners sold, transferred and conveyed the Said Plot-A i.e. land bearing **Survey No. 18, Hissa No. 1A, area admeasuring 1700 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein for the consideration and upon the terms, conditions and obligations contained therein. The said Deed of Conveyance dated 07/09/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-14562-2022 dated 07/09/2022.
- B2** By virtue of Deed of Conveyance dated 11/12/2019 executed by and between Mr. Shalik Laxman Patil and others, therein as the Owners, and M/s. Dhanveer Enterprises, through its Partner Mr. Bhavesh Manilal Senghani, therein as the Purchasers, the said Owners sold, transferred and conveyed an area admeasuring **680 square meters** out of the total area of the "Said Plot-B" being **Survey No. 18, Hissa No. 1B, totally admeasuring 2110 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein for the consideration and upon the terms, conditions and obligations contained therein. The said Deed of Conveyance dated 11/12/2019 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-3 at Serial No. UHN3-13893-2019 dated 31/12/2019.
- B3** By virtue of a Power of Attorney dated 31/12/2019 executed by and between Mr. Shalik Laxman Patil and others, therein as the Owners, in favour of M/s. Dhanveer Enterprises, through its Partner Mr. Bhavesh Manilal Senghani, therein as the Purchasers, the said Owners granted full power and absolute authority to the Promoters herein with respect to an area admeasuring **680 square meters** out of the total area of the "Said Plot-B" being **Survey No. 18, Hissa No. 1B, totally admeasuring 2110 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation. The said Power of Attorney dated 31/12/2019 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-3 at Serial No. UHN3-13894-2019 dated 31/12/2019.

- B4** By and through an Agreement for Sale dated 24/03/2022 executed by and between Mr. Ravindra alias Ravi Ankush Patil and others, therein as the Owners, and M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, the said Owner agreed to sell, transfer and convey to the Promoters herein an area admeasuring **750 square meters** out of the total area of the "Said Plot-B" being **Survey No. 18, Hissa No. 1B, totally admeasuring 2110 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation for the consideration and upon the terms and conditions agreed thereunder. The said Agreement for Sale dated 24/03/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-5222-2022 dated 24/03/2022.
- B5** By and through Power of Attorney dated 24/03/2022 executed by and between Mr. Ravindra alias Ravi Ankush Patil and others, therein as the Owners, in favour of M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, the said Owners granted full power and absolute authority with respect to an area admeasuring **750 square meters** out of the total area of the "Said Plot-B" being **Survey No. 18, Hissa No. 1B, totally admeasuring 2110 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein. The said Power of Attorney dated 24/03/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-5224-2022 dated 24/03/2022.
- B6** By virtue of a Development Agreement dated 15/12/2022 executed by and between Smt. Laxmibai Rajesh Mhatre and others, therein as the Owners, and M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, and Mr. Rakesh Ramdas Patil and other, therein as the Confirming Party, the said Owners granted and entrusted development rights with respect to an area admeasuring **680 square meters** out of the total area of the "Said Plot-B" being **Survey No. 18, Hissa No. 1B, totally admeasuring 2110 square meters**, and an area admeasuring **2620 square meters** out of the total area of the "Said Plot-C" being **Survey no. 18, Hissa no. 4A, totally admeasuring 4030 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein for the consideration and upon the terms and conditions contained therein. The said Development Agreement dated 15/12/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-19156-2022 dated 15/12/2022.

- B7** By and under a Power of Attorney dated 15/12/2022 executed by and between Smt. Laxmibai Rajesh Mhatre and others, therein as the Owners/Grantors, in favour of M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, the said Owners granted full power and absolute authority with respect to the development of an area admeasuring **680 square meters** out of the total area of the "Said Plot-B" being **Survey No. 18, Hissa No. 1B, totally admeasuring 2110 square meters**, and an area admeasuring **2620 square meters** out of the total area of the "Said Plot-C" being **Survey no. 18, Hissa no. 4A, totally admeasuring 4030 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein. The said Power of Attorney dated 15/12/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-19157-2022 dated 15/12/2022.
- B8** By virtue of a Deed of Conveyance dated 31/12/2019 executed by and between Mr. Shalik Laxman Patil and others, therein as the Owners, and M/s. Dhanveer Enterprises, through its Partner Mr. Bhavesh Manilal Senghani, therein as the Purchasers, the said Owner sold, transferred and conveyed to the Promoters herein an area admeasuring **1410 square meters** out of the total area of the "Said Plot-C" being **Survey No. 18, Hissa No. 4A, totally admeasuring 4030 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation for the consideration and upon the terms and conditions contained therein. The said Deed of Conveyance dated 31/12/2019 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-3 at Serial No. UHN3-13891-2019 dated 31/12/2019.
- B9** By virtue of a Power of Attorney dated 31/12/2019 executed by and between Mr. Shalik Laxman Patil and others, therein as the Owners, in favour of M/s. Dhanveer Enterprises, through its Partner Mr. Bhavesh Manilal Senghani, therein as the Purchasers, the said Owners granted full power and absolute authority with respect to an area admeasuring **1410 square meters** out of the total area of the "Said Plot-C" being **Survey No. 18, Hissa No. 4A, totally admeasuring 4030 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein. The said Power of Attorney dated 31/12/2019 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-3 at Serial No. UHN3-13892-2019 dated 31/12/2019.
- B10** By virtue of a Deed of Conveyance dated 07/09/2022 executed by and between Mr. Ganesh Sakharam Thakur and other, therein as the Owners, and M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, and Smt. Manda Ganesh Thakur and other, therein

as the Confirming Party, the said Owners sold, transferred and conveyed the "Said Plot-D" being **Survey No. 18, Hissa No. 8, totally admeasuring 910 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein for the consideration and upon the terms and conditions contained therein. The said Deed of Conveyance dated 07/09/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-14582-2022 dated 07/09/2022.

**B11** By virtue of a Power of Attorney dated 07/09/2022 executed by and between Mr. Ganesh Sakharam Thakur and other, therein as the Owners/Grantors, in favour of M/s. Dhanveer Enterprises, through its Partner Mr. Amit Shantilal Rangani, therein as the Purchasers, the said Owners granted full and absolute authority with respect to the "Said Plot-D" being **Survey No. 18, Hissa No. 8, totally admeasuring 910 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation to the Promoters herein. The said Power of Attorney dated 07/09/2022 is duly registered in the Office of Sub-Registrar of Assurances, Ulhasnagar-2 at Serial No. UHN2-14585-2022 dated 07/09/2022.

**B12** In compliance, performance and discharge of the terms, conditions, obligations and liabilities agreed under afore mentioned Development Agreement and Irrevocable Power of Attorney, the Promoters herein have agreed to allot and transfer the said constructed area unto and in favour of the respective owners.

**B13** By virtue of aforementioned Deeds of Conveyance, Agreement for Sale, Development Agreement and Irrevocable Power of Attorney and other relevant documents, the Promoters are entitled to develop the Said Properties more particularly described in the FIRST, SECOND, THIRD & FOURTH SCHEDULES hereunder written on the terms and conditions detailed in the above mentioned Agreements and such other antecedent documents. The Promoters herein are authorized and permitted to assign, sell and transfer on ownership basis, various flats, apartments, tenements, parking spaces and other units in the buildings and structures to be constructed by the Promoters at its own cost on the Said Properties, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoters and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchasers/transferees of the same. The said deeds and documents also *inter alia* provides that on completion of development of the Said Properties, the

Promoters alone will be entitled to hand over possession of various flats, apartments, tenements, units, premises, parking spaces constructed/provided thereon to the Purchasers/ transferees/Allottees thereof subject however, upon obtaining requisite statutory permissions and sanctions.

**C. APPROVALS AND PERMISSIONS:**

**C1** By and under the provisions of Section 44 and 45 of the Maharashtra regional Town Planning Act, 1966, and in accordance with the provisions of Unified Development Control and Promotion Regulations and also considering the area available as Basic FSI and Transferable Development Rights available due to 24 meter wide D P Road, and Premium FSI, Ancillary FSI and other incentive areas the Kalyan Dombivli Municipal Corporation has granted Construction Permission bearing no. KDMC/TPD/BP/27Village/2023-24/36 dated 19/03/2024 and thereby sanctioned permission for construction of buildings being -

(i) Building No. 1 Wing "A" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters;

(ii) Building No. 1 Wing "B" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters;

(iii) Building No. 2 - Stilt (part), Ground (part) + Fourth Floor to Seventh Floor (residential), admeasuring 3328.01 square meters, and First Floor to Third Floor (for MHADA), admeasuring 2318.13 square meters;

(iv) Club House - Ground Floor, admeasuring 110.72 square meters;

totally admeasuring **14901.23 square meters** built up area proposed to be constructed by the Promoters under strict observation, compliance and abidance of all the terms, conditions and obligations stipulated under the aforesaid Construction Permission and by following the rules and regulations of Unified Development Control and Promotion Regulations.

**C2** Pursuant to the rights and authorities conferred upon the Promoters herein by and through the Deeds, Development Agreements and Power of Attorney as aforementioned, and in pursuance to the approvals and sanctions obtained by the Promoters herein from the Kalyan Dombivli Municipal Corporation and other Concerned Authorities, the Promoters intend to commence and carry out construction work of the following buildings-

**(i) Building No. 1 Wing "A" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters;**

**(ii) Building No. 1 Wing "B" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters;**

**(iii) Building No. 2 - Stilt (part), Ground (part) + Fourth Floor to Seventh Floor (residential), admeasuring 3328.01 square meters, and First Floor to Third Floor (for MHADA), admeasuring 2318.13 square meters;**

totally admeasuring 14901.23 square meters under strict observation, compliance and abidance of all the terms, conditions and obligations stipulated under the aforesaid Construction Permission and by following the rules and regulations of Unified Development Control and Promotion Regulations. The Promoters herein proposes to utilize FSI / TDR to the extent of an area admeasuring 26430.90 square meters and proposes to construct number of floors upto 23<sup>rd</sup> floor in the said Building no. 1 and 2.

**C3** The Kalyan Dombivli Municipal Corporation has approved plans, drawings, designs, specifications, elevations, sections and details of the said new buildings and while approving and sanctioning the same the said Planning Authority has laid down certain terms, conditions, stipulations, obligations and restrictions which are to be strictly observed, performed and complied by the Promoters. Upon due observance, performance and compliance of the terms and conditions laid down by the Kalyan Dombivli Municipal Corporation and/or Concerned Authorities, Part Completion and/or Occupancy Certificates and/or Final Completion and/or Occupancy Certificates, as the case may be, shall be granted by the said Planning Authority. The Promoters have commenced construction work of the said new buildings i.e.

**(i) Building No. 1 Wing "A" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters;**

**(ii) Building No. 1 Wing "B" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters;**

**(iii) Building No. 2 - Stilt (part), Ground (part) + Fourth Floor to Seventh Floor (residential), admeasuring 3328.01 square meters, and First Floor to Third Floor (for MHADA), admeasuring 2318.13 square meters,**

in accordance with the said plans, designs, specifications and permissions and as per the rules and regulations laid down by the Kalyan Dombivli Municipal

Corporation. The Promoters herein propose to commence and carry out construction work of floors upto 23<sup>rd</sup> floor in the said building nos. 1 and 2 in future in accordance with the permissions granted by the Municipal Corporation by utilizing maximum potential FSI and/or TDR as may be permissible by the Municipal Corporation and/or Concerned Authorities without in any manner modifying or amending the existing building plans.

**D. PROJECT:**

- D1** Pursuant to the rights and authorities obtained by Promoters under relevant Deeds of Conveyance, Agreement for Sale, Development Agreement, and Irrevocable Power of Attorney, the Promoters are entitled to develop the Said Properties by constructing thereon buildings being **(i) Building No. 1 Wing "A" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters; (ii) Building No. 1 Wing "B" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), admeasuring 5731.25 square meters; (iii) Building No. 2 - Stilt (part), Ground (part) + Fourth Floor to Seventh Floor (residential), admeasuring 3328.01 square meters, and First Floor to Third Floor (for MHADA), admeasuring 2318.13 square meters**, consisting of flats/apartments, tenements, dwelling units, parking spaces and other premises of all kinds, for residential use, together with provision of other necessary amenities, facilities and services thereto, in the layout scheme known as **"BALAJI UPHOMES"** and the said Building no. 1 Wing "A", Building no. 1 Wing "B" and Building no. 2 and referred to as the **"SAID PROJECT"**. The Promoters have been developing the said Project for the purpose of selling, transferring and conveying the same to the prospective purchasers, allottees and other transferees and also entitled to sign and execute necessary agreements, deeds, documents and writings with the purchasers/transferees/allottees of the said residential flats, apartments, parking spaces and other premises.
- D2** The Promoters, in terms of the above Deeds, agreements, sanctions and approvals are entitled to develop the Said Project on the Said Properties and carry out the construction of the Said Project buildings on the above Said properties by amalgamating the Said Properties with adjacent pieces and parcels of land and to dispose of the residential flats, apartments, parking spaces and other premises constructed in the Said Project buildings on ownership basis and to enter into agreements with the prospective Purchasers/Allottees and to receive the sale price in respect thereof and upon such disposal of the flats, Parking spaces and other premises to convey

proportionate portion of the Said Properties together with the building constructed thereon in favour of the co-operative housing society or Federation or Association or Condominium or Corporate Body or Apex Body of all those several persons acquiring the respective flats, parking spaces and other premises within the period of Three months from the date of obtaining Completion Certificate and/or Occupancy Certificate, as the case may be, from the Kalyan Dombivli Municipal Corporation and/or Concerned Authorities as per the provisions of the said RERA Act, rules and regulations made thereunder.

**E. BUILDING PLANS/LAYOUT PLANS:**

The Promoters have specifically made it clear that Promoters have availed the benefit of maximum permissible Transferable Development Rights (TDR) and have availed the benefits of additional FSI, Premium FSI, Ancillary FSI and thereby obtained permission of construction of buildings being **(i) Building No. 1 Wing "A" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), (ii) Building No. 1 Wing "B" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential), (iii) Building No. 2 - Stilt (part), Ground (part) + Fourth Floor to Seventh Floor (residential), and First Floor to Third Floor (for MHADA)**. The Promoter shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and shall carry out the construction of buildings in the said layout scheme in phase wise manner without in any manner prejudicially affecting the rights, title and interests of the Purchaser/s herein..

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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

**F. ARCHITECT AND STRUCTURAL CONSULTANT:**

The Promoters have entered into a standard agreement with its Certified Architect, viz. **M/s. Sthapatya Nirman, through Architect Mr. Shirish Nachane** (hereinafter referred to as "**The Architect**"), who is registered with the Council of Architects, and the Promoters have also appointed a Structural Engineer **M/s. J W Consultant**, (hereinafter referred to as "**The RCC Consultant**") for the preparation of the structural designs and drawings of the said new building.

**G. PREMISES DETAILS:**

- G1** The Purchaser/s has/have applied to the Promoters for allotment of Residential Flat bearing No. \_\_\_\_\_, on the \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ square feet of carpet area i.e. \_\_\_\_\_ square meters (as defined under RERA), in the Building no. \_\_\_\_\_, \_\_\_\_\_ Wing, in the project Known as "**BALAJI UPHOMES**" and as shown in the floor plan thereof hereto annexed alongwith \_\_\_\_\_ parking space (hereinafter called and referred to as the "**SAID FLAT**") and more particularly described in FIFTH SCHEDULE hereunder written (*Present Car Parking Space, if purchased / allotted, is duly reserved by Car Parking Allotment Letter issued by the Promoters*).
- G2** The Promoters have agreed to allot, sell and transfer the Said Flat for the lumpsum Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** subject to charges as mentioned in the payment schedule. Relying upon the aforesaid application, Promoters have agreed to allot, sell and transfer to Purchaser/s, the Said Flat at consideration and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- G3** Upon request of the Purchaser/s, the Promoters have given inspection of the construction site of the Said Project and that the Purchaser/s represent, declare and assure that the Purchaser/s is/are fully satisfied with the plans, designs and drawings of the Said Project buildings known as "**BALAJI UPHOMES**" to be constructed on the Said Properties and are also satisfied with the quality of building materials proposed to be used for construction work of the Said Flat such as sand, bricks, cement, cement blocks, steel, floor tiles, bathroom fittings, doors, window panels, kitchen platform, and all other fittings, fixtures and furniture and are also satisfied with quality of construction work of the Said Project and that the same have been verified by the Purchaser/s. The Purchaser/s further represent, declare and assure that the Purchaser/s has/have verified and are satisfied with the electric connection, water supply connection, rain water harvesting system, Solar system, Fire fighting system, lift, overhead water tanks, underground water tanks, and all external amenities and facilities including safety norms, society office, fitness center, club house proposed to be provided by the Promoters for the Said Project. The Purchaser/s further represent, declare and assure that the Purchaser/s has/have agreed to purchase the Said Flat only upon satisfaction as to quality of construction work, amenities, facilities and safety systems as agreed to be provided herein by the Promoters and not through any visible representations or advertisements pertaining to the Said Project proposed to

be constructed on the Said Properties and that the Purchaser/s has/have acknowledged the same.

- G4** The Promoters have clearly brought to the notice and knowledge of the Purchaser/s that all common facilities and amenities of the present construction scheme proposed to be constructed on the Said Properties will be used, utilized, availed and shared by the Allottees / Purchasers / Occupants of all the buildings presently under construction and proposed to be constructed in future on the Said Properties and that the Purchaser/s herein along with the other Allottees/Purchasers shall not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other Allottees/Purchasers and the Purchaser/s herein has/have granted his/her/their consent for the same and agree and assure that the Purchaser/s shall abide by the present covenant.
- G5** The Promoters are entitled to develop the Said Project being "**BALAJI UPHOMES**" on Said Properties and carry out the construction of the Said Project at their own costs, charges and expenses and to dispose off the residential flats, apartments, parking spaces and other premises constructed in the Said Project on ownership basis and to enter into agreements with the prospective Purchasers/Allottees and to receive the sale price in respect thereof and upon such disposal of the flats, units and Parking spaces to form and register a Co-operative Housing Society or corporate body or association or condominium or Federation or Apex Body as the case may be within a period of three months from the date 51% of total flats or units are transferred to the purchasers and in such manner as stipulated under the said RERA Act and shall, if required, execute and register and/or cause to be executed and registered a Deed of Conveyance of the structure of the Said Project building in favour of such co-operative housing society or association or corporate body, and shall further form and register an Apex Body or Federation or Holding Company as the case may be and shall further execute a Deed of Conveyance of the Stilt constructed structure of the Said Project and proportionate portion of the Said Properties in favour of such Apex Body or Federation or Holding Company of the said entire undivided and inseparable land underneath the said buildings proposed to be constructed on the Said Properties within such period within 3 months from the date of obtaining Completion Certificate or Occupancy Certificate, as the case may be and in such manner stipulated, provided and prescribed under the provisions of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules 2017.

**G6** The Promoters have clearly brought to the notice and knowledge of the Purchaser/s herein that the Promoters intend to develop the layout scheme sanctioned on the Said Properties and construct the buildings approved by the Municipal Corporation, and that presently the Promoters has undertaken construction work of the Said Project buildings viz. Building No. 1 and Building No. 2 and shall construct additional 10 floors for Building no. 1 and additional 16 floor for Building no. 2 by utilizing maximum potential FSI/TDR as may be sanctioned and approved by the Municipal Corporation and the same shall be constructed in future, and shall obtain written consent from the Purchaser/s herein and such purchasers/buyers as required under the provisions of the Real Estate (Regulations and Development) Act, 2016 (RERA Act).

**H. INSPECTION OF DOCUMENTS BY PURCHASER/S:**

The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s, of all the revenue records, sanctioned plans, development permissions and documents of title relating to the Said Properties described in the First, Second, Third, Fourth and Fifth Schedules hereunder written, which entitles Promoters to allot, sell and transfer the Said Flat constructed on the basis of plans, drawings, designs, permissions and specifications of the Said Project buildings prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder. The Purchaser/s are satisfied with the title documents furnished by the Promoters. The Purchaser/s has/have apprised himself/herself/themselves of the applicable laws, notifications and rules applicable to Said Properties and the Said Project and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser/s in this regard.

The Promoters have annexed to this presents the authenticated copies of the following documents pertaining to the Said Project :

- (a) Certificate of Title issued by advocate of the Promoters Advocate Shri. Vishal K. Patil, partner of M/s. V K Law & Co.;
- (b) 7/12 extracts;
- (c) Index II of Deeds of Conveyance;
- (d) Index II of Agreement for Sale;
- (e) Index II of Development Agreement;
- (f) Index II of Power of Attorney;

- (g) Building Construction Permission;
- (h) Sanctioned Building Plan;
- (i) Floor Plan exhibiting the Said Flat
- (j) MahaRERA Certificate.

**I. AUTHORITY TO SIGN:**

The Purchaser/s has/have represented and warranted to Promoters that Purchaser/s has/have the power, competence and authority to enter into and perform this Agreement and has clearly understood his/her/their rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

**J. REGISTRATION OF PROJECT:**

MAHARERA has granted registration certificate in respect of Said Project bearing registration no. \_\_\_\_\_.

**K. GOVERNING ACT:**

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Rules (MahaRERA) thereunder accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

**NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:**

**ARTICLE 1**

**INTERPRETATION AND DEFINITIONS**

**1.1** 'Agreement' shall mean the present Agreement for Sale and any other Agreement entered into between the Promoters and the Purchaser/s and all its amendments, modifications, rectifications and other writings signed and executed by the parties.

- 1.2** All Annexures, Schedules and documents referred in this Agreement and recitals referred herein above shall form an integral part of this Agreement and the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'Architect' shall mean "M/S. STHAPATYA NIRMAN" and/or such person or persons who is appointed by the Promoters for both designing and planning the Buildings to be constructed on the Said Properties.
- 1.4** 'Approvals' shall mean and include all permissions, sanctions, clearance, sanctioned plans, commencement certificate, building construction permission, revised construction permission, No-objections, Completion Certificates, Occupation Certificates, and such other permits and sanctions granted by the Municipal Corporation, State Government, Central Government, MSEDCL, Water and Sewerage Department, Fire Department, Maharashtra Pollution Control Board, Environment Department, and such other Concerned Authorities as may be required for the Said Project.
- 1.5** 'Building or Buildings' shall mean the Said Project buildings known as "BALAJI UPHOMES" consisting of residential flats, parking spaces, and other premises and constructed area intended to be used for residential or for the purpose of any business, occupation, profession or trade or for any other related purposes as is sanctioned and approved by the Municipal Corporation and/or Concerned Authorities.
- 1.6** 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.7** 'Common Facilities and Amenities' shall mean and include such facilities and amenities as are enlisted in Annexure "A" appended to this Agreement.
- 1.8** 'Completion Certificate' shall mean completion certificate or occupation certificate or such other certificate issued by the Municipal Corporation and/or Competent Authority certifying that the Said Project buildings are developed and constructed according to the sanctioned plans and specifications, as approved by the Competent Authority and ready for use and occupation by the purchaser/s.
- 1.9** 'Car Parking Space' shall mean stilt car parking space, Pit and Stack car

parking space, Rotary car parking, puzzle car parking, podium car parking and/or such car parking space having roof and enclosed on three sides for parking any vehicle.

**1.10** 'Date of Possession' shall mean 31<sup>st</sup> December 2028 being the date of possession as communicated to Purchaser/s in the offer letter for possession to be issued by Promoters.

**1.11** 'Developers' shall mean M/S. DHANVEER ENTERPRISES and its partners for the time being, all Incoming partners, surviving partners and their respective heirs, executors, administrators, successors and assigns.

**1.12** 'Effective Date' shall be the date of execution and registration of the present Agreement.

**1.13** 'Member' shall mean and include any purchaser/s admitted as member and shareholder of the Co-operative Housing Society Ltd. and/or such other association or corporate body or Federation or Apex Body formed and registered of purchasers of residential flats, parking spaces and other premises of the Said Project buildings and shall include their respective heirs, executors, administrators, successors and assigns and as defined under the provisions of Maharashtra Co-operative Societies Act, 1960.

**1.14** 'Floor Space Index' shall have the meaning as defined under the Maharashtra Regional Town Planning Act, 1966 and the Unified Development Control and Promotion Regulation and/or any other laws and enactments applicable thereof.

**1.15** 'Force Majeure' shall mean occurrence of any of the events as more particularly mentioned in this Agreement.

**1.16** 'Instalments' shall mean the consideration to be paid as per the instalments detailed out in the Present Agreement.

**1.17** 'Maintenance Agency' shall mean the agency and/or individual/s appointed by Promoters for carrying out the day to day maintenance and upkeep of the common areas of Buildings and Project.

**1.18** 'Notice' shall mean any handwritten, typed or printed notice delivered personally or through registered post or courier at the address of the party herein or at such address provided by the party.

**1.19** 'Party' or 'Parties' for the purpose of this Agreement shall mean the Promoters, all their existing partners, incoming partners, their respective heirs, executors, administrators, successors and assigns and also the Purchaser/s and his/her/their respective heirs, executors, administrators, successors and assigns.

**1.20** 'Termination' shall mean annulment, revocation or rescindment of the present Agreement and its terms, conditions and obligations for the reasons and in manner as setout in the present Agreement.

**1.21** Words importing singular shall include plural and and masculine gender shall mean and include female gender wherever applicable *vice versa*.

**1.22** the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;

**1.23** references to an Article, Section, Clause or Schedule herein shall be a reference to an Article, Section, Clause or Schedule of this Agreement;

**1.24** references to a "Party" to this Agreement or a Person shall include their respective successors, assigns or transferees (to the extent assignment or transfer is permitted under this Agreement);

**1.25** all references to agreements, documents or other instruments shall (subject to all relevant approvals) be a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;

**1.26** reference to any law, statute or rules shall include references to such law, statute or rules as the same may after the Agreement be amended, supplemented or re-enacted from time to time;

**1.27** a reference to a "Party" is to a party to this Agreement and a reference to the "Parties" is, unless the context otherwise requires, a reference to the parties to this Agreement;

**1.28** headings and the use of bold typeface are for ease of reference only and shall not affect the meaning or interpretation of the provisions of this Agreement;

**1.29** the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; and

**1.30** when any number of days is prescribed in any document, the same shall be reckoned exclusive of the first and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

THIS AGREEMENT SHALL BE DEEMED TO HAVE COMMENCED ON AND WITH EFFECT FROM \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND AND TWENTY \_\_\_\_\_.

## **ARTICLE 2 SALE**

- 2.1. The Promoter shall presently construct the Said Project buildings being -
- (i) Building No. 1 Wing "A" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential),**
  - (ii) Building No. 1 Wing "B" - Stilt (part), Ground (part) + First Floor to Thirteenth Floor (residential),**
  - (iii) Building No. 2 - Stilt (part), Ground (part) + Fourth Floor to Seventh Floor (residential), and First Floor to Third Floor (for MHADA)**

on the Said Properties in accordance with the plans, designs and specifications as approved by the Municipal Corporation of Kalyan Dombivli and/or Concerned Authorities from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Said Flat of the

Purchaser/s except any alteration or addition required by any Government Authorities or due to change in law.

2.2 (i) The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s Residential Flat bearing No. \_\_\_\_\_, on the \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ square feet of carpet area i.e. \_\_\_\_\_ square meters (as defined under RERA), in the Building no. \_\_\_\_\_, \_\_\_\_\_ Wing, of the Project buildings Known as "**BALAJI UPHOMES**" and as shown in the floor plan thereof hereto annexed alongwith \_\_\_\_\_ parking space (hereinafter called and referred to as the "**SAID FLAT**") and more particularly described in FIFTH SCHEDULE hereunder written (*Present Car Parking Space, if purchased / allotted, is duly reserved by Car Parking Allotment Letter issued by the Promoters*) at and for the lumpsum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) agreed to be paid to the Promoters. The amenities to be provided by Promoters in respect of the Said Flat are those that are set out in **List of Amenities** more particularly described in Annexure "A" appended to this Agreement.

(ii) The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s \_\_\_\_\_ number of covered parking space, situated at stilt / Ground floor of the Said Project buildings for the consideration of Rs. \_\_\_\_\_/-.

### ARTICLE 3

#### CONSIDERATION AND PAYMENT TERMS

3.1 The total aggregate consideration amount for the Said Flat including covered parking space is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule setout hereunder-

#### 3.2 Payment Schedule -

(i) The Purchaser/s has/have paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner :-

<b>SR. NO.</b>	<b>INSTALMENTS</b>	<b>PERCENTAGE</b>
1.	At the time of Booking	10%
2.	At the time of execution of present agreement.	10%
3.	On Commencement of Plinth.	25%
4.	On Commencement of 2 <sup>nd</sup> slab	3%
5.	On Commencement of 4 <sup>th</sup> slab	2%
6.	On Commencement of 6 <sup>th</sup> slab	2%
7.	On Commencement of 8 <sup>th</sup> slab	2%
8.	On Commencement of 10 <sup>th</sup> slab	2%
9.	On Commencement of 12 <sup>th</sup> slab	2%
10.	On Commencement of 14 <sup>th</sup> slab	2%
11.	On Commencement of 16 <sup>th</sup> slab	2%
12.	On Commencement of 18 <sup>th</sup> slab	2%
13.	On Commencement of 20 <sup>th</sup> slab	2%
14.	On Commencement of 22 <sup>nd</sup> slab	2%
15.	On Commencement of 24 <sup>th</sup> slab	2%
16.	On Commencement of Brick/Block work	10%
17.	On Commencement of work of internal plaster	5%
18.	On Commencement of work of External Plaster	5%
19.	On Completion of Flooring and Tiling	5%
20.	At the time of Possession	5%
<b>TOTAL</b>		<b>100%</b>

(ii) The Purchaser/s shall be required to pay applicable Goods and Service Tax (GST) along with relevant instalments. The amount of GST shall vary from time to time as per the future revisions in the rates and rules.

(iii) Consideration as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities and would include (but not limited to), taxes like GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser/s. The Purchaser/s shall be responsible for deduction of TDS, if any applicable, for every instalment paid and payable to the Promoters as per the applicable rules

and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned instalment.

(iv) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

(v) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @\_\_\_\_\_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser / Allottee by the Promoters.

(vi) The Promoters shall confirm the final carpet area that has been allotted and transferred to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the Kalyan Dombivli Municipal Corporation and/or competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchasers within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/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 of this Agreement.

(vii) The Purchaser/s authorize/s the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit

and the Purchaser/s undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

**3.3** The Purchaser/s, simultaneously with the execution hereof, but in any event before taking possession of the Said Flat, shall pay all amounts to the Promoters towards share money, application and entrance fee of the Society / Organization, Formation and Registration of the Society / Apartment / Organization and Legal Charges in connection there with, also towards Legal Fees.

The Promoters shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Promoters shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser/s shall not be entitled to raise any objection or grievance in respect of the same.

**3.4** The Purchaser/s, simultaneously with the execution hereof but in any event before taking possession of the Said Flat, shall pay such amounts to the Promoters as may be decided by the Promoters towards electric meter installation and security Deposit/charges for the meter payable to MSEB and erection of transformer, cable laying etc., towards proportionate share of Development Charges and including premium payable to Local Authority, towards Water Connection Charges and Deposit, GST and other taxes and charges levied by Government and Local Authorities & proportionate Building Insurance Premium to be paid.

The Purchaser/s shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the Said Flat. If, however, at any time the amounts paid or deposited by the Purchaser/s shall be found short or deficit, the Purchaser/s shall on demand by the Promoters deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads in the manner as may be prescribed under the provisions of RERA Act and rules made thereunder.

The amounts so collected by the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Promoters shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser/s of the residential units and other premises in the Said Project and of all the amounts spent on expenses chargeable to them, and on

transfer of the Said Properties with the new building constructed thereon to the Co-operative Society / Condominium / Organization / Federation / Corporate Body / Apex Body to be formed by the Purchaser/s of premises in the building/s in the Said Project excluding the constructed area and the part area of the Said Properties to be transferred and conveyed in favour of the Kalyan Dombivli Municipal Corporation, the Promoters shall render a consolidated account to Said Co-operative Society / Condominium / Organization / Federation / Corporate Body / Apex Body and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein.

The amounts so collected by the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Promoters shall engage a Maintenance Agency to maintain the Said Project building and the common amenities and facilities in the Said Project. The Promoters shall levy and collect and the Purchaser/s shall duly pay to the Promoters such amounts of monthly maintenance management fee or charges calculated @ Rs.\_\_\_\_/- per square feet in respect of the Said Flat and as may be levied by the Promoters. The Promoters shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser/s of the residential units and other premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the Said Properties with the new building constructed thereon to the Co-operative Society / Condominium / Organization / Federation / Corporate Body / Apex Body to be formed by the Purchaser/s of the residential flats / premises in the building/s in the said Project, the Promoters shall render a consolidated account to Co-operative Society / Condominium / Organization / Federation / Corporate Body / Apex Body and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein.

### **3.5 Failure/Delay in Payment**

- (a) Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser/s obligations to pay the Consideration as provided in the Payment Schedule along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Promoters, as the case may be and also to perform, observe and comply all the other terms, conditions and obligations of Purchaser/s under this Agreement and also with respect to the Promoters to abide by the time schedule for completing the construction work of the said building on the Said Properties in accordance with the plans, permissions and specifications sanctioned and approved by the Municipal Corporation and handing over

possession of the Said Flat to the Purchaser/s and the common areas to the co-operative Society / Condominium / Organization / Federation / Corporate Body / Apex Body of the Purchasers after receiving Occupancy Certificate or Completion Certificate as the case may be. The Purchaser/s hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Promoters and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement by Purchaser/s.

(b) Payment of instalments, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) issued by the Promoters from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Promoters may, at their sole option and discretion, waive in writing the breach by the Purchaser/s not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser/s are liable to pay interest at such rate prescribed by Real Estate Regulatory Authority from time to time on the amount due which shall be calculated from the date on which the amount was due till the date of payment (both days inclusive). The Purchaser/s agree/s to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters.

(c) Upon non-receipt of the instalment within due date, Promoters may issue a notice to Purchaser/s to pay the amounts due within 15 (fifteen) days of due date. The Purchaser/s shall be liable to pay the due amounts with interest accrued thereon as prescribed hereinabove. However, it is agreed between the parties that the Promoters shall adjust the amounts due from Purchaser/s first towards the interest due, if any, applicable taxes and then towards the Consideration.

(d) Without prejudice to the right of promoter to charge interest in terms of sub clause hereinabove mentioned, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of

taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement;

Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/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 Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/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 (30) days of the termination, the instalments of sale consideration of the Said Flat which may till then have been paid by the Purchaser/s to the Promoters. Upon such cancellation/termination, the Promoters shall refund the amount paid by Purchaser/s without interest subject to forfeiture of 10% (Ten per cent only) of the Consideration towards cancellation charges.

(e) Upon such cancellation, Purchaser/s shall be left with no right or lien on the Said Flat except that of receiving refund, if any, as per the terms of the present agreement. The balance amount shall be refundable to Purchaser/s without any interest, within 30 days of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with the Promoters as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligations on the part of the Promoters or its employees and Purchaser/s will not raise any objection or claim on the Promoters in this regard.

(f) Upon the cancellation of the booking, the Promoters shall be at a liberty to sell/assign or otherwise dispose of the Said Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoters may in its sole, absolute and unfettered discretion think fit and proper and Purchaser/s shall not be entitled to raise any objection or dispute in this regard.

(g) The Purchaser/s agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser/s only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid and upon sale of the Said Flat to any prospective Purchaser/s. In the event the Purchaser/s not executing and registering such Cancellation Deed or any other document for cancellation and termination of the present Agreement as aforesaid within the notice period as mentioned therein, the Promoters shall be entitled to file and register Declaration or any other relevant document before the Office of Sub Registrar of Assurances unilaterally cancelling or terminating the present Agreement.

### **3.6 Time is the Essence:**

The timely payment of Instalments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser/s to comply with the terms of payment and the other terms and conditions of the present Agreement. If there is any delay or default in making payment of the Instalments on time by Purchaser/s, then Purchaser/s shall, subject to the consequences as mentioned in Clause No. 3 of the present Agreement, at the sole discretion of Promoters, is/are liable to pay interest on the amount due as per the interest rate mentioned hereinabove from the date on which the amount falls due to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser/s, shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards consideration along with taxes applicable.

### **3.7 Alteration in the Layout Plans and Design:**

It is agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s).

Provided that the Promoters shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications as provided under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder.

### **3.8 Mode of Payment:**

All Demand Drafts/Pay Order/Cheques are to be made in favour of "M/s. Dhanveer Enterprises" payable at A/c no. \_\_\_\_\_ of \_\_\_\_\_ Bank, \_\_\_\_\_ Branch. If any of the cheques submitted by Purchaser/s to Promoters are dishonoured for any reasons, then the Promoters shall intimate Purchaser/s of the dishonor of the cheque and Purchaser/s would be required to tender a Demand Draft of the same amount to the Promoters within ten (10) days from the date of dispatch of such intimation by the Promoters and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2,000/- (Rupees Two Thousand only) excluding service tax for each dishonour. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of the Promoters.

### **3.9 Payment of Costs:**

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Deed of Conveyance/ Deed of Structural Conveyance/ Assignment/ Transfer in favour of the Said Society shall be borne by Purchaser/s. However, it shall be the obligation and responsibility of the Promoters to execute and register a Deed of Conveyance/ Deed of Structural Conveyance/ Assignment/ Transfer in favour of the Said Society at the cost and expenses of Purchaser/s, which shall be executed within the period of 3 months from the date of obtaining Final Occupancy Certificate or Completion Certificate, as the case may be, as prescribed under the RERA Act.
- b) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the Said Flat as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser/s, on the pro rata basis.
- c) All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser/s from the date of booking/ application as per demand raised by the Promoters.

**3.10** The Purchaser/s agree and confirm that the Promoters have provided for limited Car Parking Spaces in the Said Project as per the Development Control Rules of the Kalyan Dombivli Municipal Corporation and that the said Car Parking Spaces have been / shall be allotted and sold on "First come first serve

*basis*": The Purchaser/s has/have granted his/her/their consent for the same. All the Purchasers and occupants in the Said Project shall be required to park their vehicles only at the parking space designated for their respective Flat/other premises. The Promoters shall be entitled to issue allotment letters and formulate rules for earmarking and use of car parks. The Promoters shall also be entitled to designate numbers to the parking spaces in the manner and form as may suitable for the Promoters. The occupants of concerned Flat/other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Promoters and the KDMC.

### **3.11 Minor alterations:**

The said Project has been sanctioned as and for Residential purpose. The Promoters shall have right to change floor plan of any floor by taking consent of Purchasers of Flats on the relevant floors only and such change shall be minor alteration.

## **ARTICLE 4 POSSESSION**

### **4.1 Possession Time and Compensation:**

- (a) The Promoter shall give possession of the Apartment to the Allottee on or before 31<sup>st</sup> day of December 2028. If the Promoter fails or neglects 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 Promoter 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 Promoter received the sum till the date the amounts and interest thereon is repaid.
- (b) Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Said Flat on the aforesaid date, if the completion of building in which the Said Flat is to be situated is delayed on account of -

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

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

**(c)** Thereafter Purchaser/s shall be entitled to either:

i) Terminate the present Agreement and receive refund of consideration paid by the Purchaser/s to the Promoters excluding stamp duty, registration charges, GST and other taxes and charges within period of 30 days from the date of cancellation. Or

ii) Claim for the compensation @ highest cost of marginal lending rate of SBI plus 2% per annum for the amounts paid towards the Said Flat for the delay exceeding the agreed moratorium period. The adjustment of compensation shall be done at the time of delivery of possession of the Said Flat and not earlier.

However, the Purchaser/s shall not be entitled to claim compensation if the completion of the said Project in which the Said Flat is to be situated is delayed on account of force majeure circumstances mentioned herein.

**(d)** In the event of Purchaser/s' failure to take over and/ or occupy and use the Said Flat allotted within the timeline as mentioned in the intimation in writing by the Promoters, then the same shall lie at his/ her/ their risk and cost and Purchaser/s shall be liable to pay the maintenance charges after fifteen (15) days of intimation by the Promoters to take possession of the Said Flat. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser/s.

**(e)** It is clarified that the Promoters shall send its intimation regarding the handing over of the possession to Purchaser/s by e-mail on the official e-mail ID of the Purchaser/s or at his address as mentioned in the recitals hereinabove unless modified/alterd by way of intimation to the Promoters regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of the Promoters mentioned herein. The Purchaser/s shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

**(f)** The Promoters, on obtaining the Occupancy Certificate or the Completion Certificate, as the case may be, from the competent authorities, shall hand over the Said Flat to Purchaser/s for occupation and use and subject to Purchaser/s having complied with all the terms and conditions of this Agreement.

#### **4.2 Force Majeure:**

The Promoters shall be entitled to reasonable extension of time for giving delivery of the Said Flat on the aforesaid date, if the completion of building in which the Said Flat is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

#### **4.3 Conditions precedent for Delivery of Possession:**

- (a)** The Purchaser/s shall before taking possession of the Said Flat clear all the dues of the Promoters towards the Said Flat.
- (b)** The Purchaser/s hereby agree/s that they shall be responsible and liable to pay GST and other taxes as may be applicable on transfer and assignment of the Said Flat by the Promoters to Purchaser/s. The Purchaser/s would also be liable to pay interest/penalty/loss incurred to the Promoters on account of Purchaser/s' failure and/or delay to pay GST and/or such other levies, statutory charges, taxes etc. within 7(seven) days of being called upon by the Promoters.
- (c)** The Purchaser/s further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and assignment of the Said Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d)** Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/deposits as may be applicable, shall be separately charged either by the Promoters or Maintenance Agency appointed by it and the same shall be paid by Purchaser/s within the timelines as may be requested by the Promoters or Maintenance Agency from time to time.
- (e)** Monies towards the taxes may be refunded as per the scheme applicable to the Promoters on the date of refund. The Purchaser/s do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the Said Flat. The Purchaser/s shall be liable to pay

the maintenance charges, taxes, statutory levies as applicable to the Said Flat from the date of possession.

- (f) Before receiving possession of the Said Flat, the Purchaser/s shall execute all writings and documents as may be reasonably required by the Promoters including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the of the Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body as the case may be.

#### **4.4 Defect Liability:**

- (a) If within a period of five years from the date of handing over the Said Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the Said Flat or the building in which the Said Flat 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 Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
- (b) The Promoters shall not be responsible for any alteration / changes / modification carried out by Purchaser/s or any other person in the Said Flat and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser/s shall be responsible for rectifying such defect entirely at their own costs, charges and expenses. The Defect/s arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular maintenance, unauthorized use and/or alterations of premises shall not be treated as defect/s in premises.

## **ARTICLE 5 ALLOTMENT**

### **5.1 Right of Developers:**

The allotment, sale and transfer of the Said Flat is entirely at the discretion of the Promoters.

### **5.2 Compliance of Rules, Regulations and By-laws:**

- (a) The Purchaser/s shall observe all the rules, regulations and bye-laws applicable to the allotment of the Said Flat and agree/s that it will be used

only as per the regulations and designs concerning to the said Project as approved by Planning Authority.

(b) The Said Flat along with the said Project shall be subject to the provisions of Real Estate Regulatory Authority or any statutory enactment or modifications thereof and Purchaser/s agree/s and confirm/s that the Purchaser/s shall comply with the statutory obligations created there under and any such other enactment applicable governing the allotment, sale and transfer of the Said Flat.

(c) The Said Flat shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the Purchaser/s and/or occupant/s in the Said Flat / the said Project. The Promoters have full authority to enter the Said Flat after giving 24 hours' notice to ascertain and to take action individually or jointly in case the Purchaser/s or his/her/their nominee/occupant is/are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser/s as first charge upon the Said Flat, the cost of doing all or any such acts and things, all costs incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

## **ARTICLE 6 MAINTENANCE**

### **6.1 Payment of Maintenance Charges:**

(a) The Purchaser/s, in respect of the Said Flat, shall be liable to bear and pay from the date of the said Project being completed and/or during the process of completion of construction work, his/her/their share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers, liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project and other charges and levies of like nature, payable in respect of the Said Flat, the

said Project, amenities, common areas and the Said Properties, to all government, semi-government local and public and/or private bodies and authorities, including the Municipal Corporation, the Collector and the Promoters.

- (b)** The Purchaser/s shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the SAID PROJECT and other deposits and charges for the various services therein, as may be determined by the Promoters or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of the Promoters and Purchaser/s shall abide by the decision of the Promoters and effect the payment in accordance with this Agreement.

## **6.2 Maintenance:**

- (a)** The Purchaser/s hereby agree/s and confirm/s to become member of the Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. The Purchaser/s undertake/s to join the Said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoters in its sole discretion for this purpose. The Purchaser/s, till completion and handover of the SAID PROJECT, authorizes the Promoters to enter into a Maintenance Agreement with a Maintenance Agency or any other nominee/ agency/ association (s) or other body as may be appointed/ nominated by the Promoters from time to time at its sole discretion for the maintenance and upkeep of the said Project/the Said Flat and the Purchaser/s undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the Certificate for Occupation / Completion and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser/s is in occupation of the Said Flat or not and work is still going on in adjacent tower/buildings and infrastructure facilities are not fully completed.

- (b)** In order to secure due performance by the Purchaser/s in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, the Purchaser/s agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with the Promoters or the Maintenance Agency, nominated by the Promoters, advance

maintenance charges @ Rs. \_\_\_\_/- per square feet in respect of the Said Flat for 24 months till the formation of the Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body for the said Project.

### **6.3 Right of entry in the Said Flat:**

After the possession, the Purchaser/s shall permit the Promoters and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Said Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Said Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Purchaser/s has/have failed to effect repairs despite dispatch of notice of one week contemplated above and the Promoters are constrained to effect repairs at its cost, in that event such cost shall be recovered from the Purchaser/s. However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Purchaser/s authorize/s the Promoters to break opens the doors/windows of the Said Flat and enters into the Said Flat to prevent any further damage to the other Flats/ Project.

### **6.4 Delay/Failure in payment of Maintenance charges:**

The Purchaser/s agree/s that any delay in payment of maintenance charges beyond due date shall result in interest payable by the Purchaser/s at the rate as may be prescribed under the Act.

### **6.5 Internal Maintenance:**

The maintenance of Common Areas will be carried out by the Promoters/Maintenance Agency but those inside the Said Flat will be carried out by Purchaser/s only.

### **6.6 Maintenance Accounts:**

The Promoters/Maintenance Agency shall maintain a consolidated account of the entire amount so collected by it and expenses incurred for the maintenance of Said Flat and the said Project. The Maintenance Agency shall provide consolidated account of maintenance to the Said Society and shall simultaneously transfer excess collection or claim deficit, as the case may be.

#### **6.7 Sub-Letting of the Said Flat:**

The Purchaser/s shall obtain prior permission of the Promoters in case of leasing or licensing the Said Flat and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. The Purchaser/s shall submit the copy of the leave and licence/lease agreement along with the police verification of the Licensee/Tenant to the Promoters immediately on sub-letting of the Said Flat. After formation of Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body, the Purchaser/s shall be required to take its prior permission for Sub-letting the Said Flat and that the sub-letting shall be in such manner as may be allowed by the Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body.

### **ARTICLE 7**

#### **RIGHTS AND OBLIGATIONS OF PURCHASER/S**

##### **7.1 Compliance of Laws:**

That the Purchaser/s shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Purchaser/s has specifically agreed with the Promoters that the allotment of the Said Flat shall be subject to strict compliance of code of conduct and house rules that may be determined by the Promoters for occupation and use of the Said Flat and such other conditions as per the applicable laws. The Purchaser/s shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the Said Flat and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser/s alone.

##### **7.2 Loans etc.:**

The Purchaser/s may obtain finance from any financial institution/bank or any other source for purchase of the Said Flat at their cost and responsibility. The Purchaser/s' obligation to purchase the Said Flat pursuant to this Agreement shall not be contingent on Purchaser/s' ability or competencies to obtain such financing and the Purchaser/s will always abide and fulfil the terms of the present Agreement. The Promoters shall not be responsible in any manner

whatsoever if any bank/financial institution refuses to finance the Said Flat on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Purchaser/s shall not make such refusal/delay an excuse for non-payment of any Instalments/dues to the Promoters within stipulated time as per the Payment Schedule.

**7.3 Putting up Sign Board:**

The Purchaser/s undertakes that he/she/they shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places of display. The Purchaser/s shall be entitled to display his name plate only at the proper place, provided for the Said Flat.

**7.4 Hazardous Chemicals / Material etc.:**

The Purchaser/s shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the said Project. The Purchaser/s shall always keep the Promoters harmless and indemnified for any loss and damages in respect thereof.

**7.5 Commitment:**

The Purchaser/s agree/s that the Purchaser/s shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to be signed, in pursuance to the transactions and do all the acts, deeds and things as the Promoters may require in the interest of Project and for safeguarding the interest of the Promoters and /or Purchaser/s in the Said Project. In case of Joint Purchaser/s, any document signed/accepted/ acknowledged by any one of the Purchaser/s shall be binding upon the other.

**7.6 Inspection:**

The Purchaser/s undertake/s to permit the Promoters or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the Said Flat for the purpose of inspection/maintenance while performing their duty.

**7.7 Transfer:**

**(a)** The Purchaser/s shall not be entitled to transfer or assign the Said Flat without prior written permission of the Promoters till the Co-operative Society /

Condominium / Federation / Organisation / Corporate Body / Apex Body is duly formed and registered. Any such transfer shall be null and void and the Promoters shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written confirmation /approval by the Promoters, on such terms and conditions and guidelines as it may deem fit by the Promoters, subject to clearing all the sums due and payable under the present agreement. However, the Purchaser/s agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by the Promoters to record the transfer as mentioned hereinabove.

**(b)** Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the Purchaser/s. The Purchaser/s shall indemnify and keep indemnified the Promoters against any action, loss, damage or claim arising against the Promoters for non-payment of such stamp duty and requisite charges.

**(c)** The transfer shall be allowed only subject to clearing of all the sums that shall be due and payable to the Promoters on the date of submission of the request application. The Purchaser/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

#### **7.8 Modification in Terms of this Agreement:**

This Agreement shall supersede all previous writings, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

#### **7.9 Installation of Air Conditioners:**

The Purchaser/s agree/s to fix or install air conditioners in the Said Flat only at the places which have been specifically designated in the Said Flat for the installation and shall not in any way disturb the external facade of the Said Flat /Said Project.

#### **7.10 Installation of Window Antenna:**

The Purchaser/s agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Project except by the prior sanction

of Developers/the Said Society and only at places earmarked by the Promoters.

#### **7.11 Installation of Window Grill**

The Purchaser/s agree/s to install and fix Window Grills on all the windows of the Said Flat as per the designs specified by the Promoters only and not in any other design or manner. The Purchaser/s shall bear and incur the costs and expenses in respect of such Grill.

#### **7.12 Uses as Per Sanctioned Building Plans:**

It is clearly understood and agreed by the Purchaser/s that the Said Flat shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to the occupants of other flats/premises. The Purchaser/s hereby agree/s to indemnify the Promoters and/or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of the Purchaser/s and any consequences arising there from shall be borne by the Purchaser/s alone.

#### **7.13 Use of Service Slab:**

The Purchaser/s shall not use the Service Slab adjacent to the Said Flat as storage space and that the same shall be kept sufficiently open to facilitate necessary maintenance by the Promoters or the Organization as the case may be.

#### **7.14 Applicability of Provisions:**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Said Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent purchasers/assignees/nominees of the Said Flat as the said obligation go along with the Said Project for all intents and purposes.

#### **7.15 Mischief:**

The Purchaser/s shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquillity of the Said Flat or of other occupants.

**ARTICLE 8**  
**RIGHTS AND OBLIGATIONS OF PROMOTERS**

**8.1 Title of Said Flat**

The Promoters shall ensure that the title of the Said Properties and the Said Flat is clean, clear and marketable and free from all encumbrances, and that any defect or deficiency in the title shall be resolved by the Promoters at their own costs, charges and expenses and shall make available the Said Flat to the Purchaser/s free from any defects or deficiency.

**8.2 Formation of Society:**

The Promoters may form and register Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body, as the case may be, of the Purchaser/s of the Flats/other premises in the Said Project.

**8.3 Right of Way:**

The Promoters shall have full and unfettered right to grant to any of Society and/or to the occupants of any other building/s standing on any plot/s adjacent to and/or in the vicinity of the Said Properties "Right of Way" inter alia on the Said Properties and/or any part thereof even after formation of Said Society as is hereby envisaged and/or after execution of a Conveyance of the Said Properties and/or any part thereof as is hereby envisaged and the Purchaser/s either individually or collectively as a member of said Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body shall not object to any such arrangement on any ground whatsoever.

**8.4 Rules, Regulations and By-Laws of said Society:**

- (a) The Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the Said Society to be formed of the Purchaser/s of building constructed on the Said Properties including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or by-laws as framed by the Said Society by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Society may determine from time to time. The Said Society shall unconditionally accept and adopt such guidelines as framed by the Promoters.

The Purchaser/s hereby agree/s, confirm/s and undertake/s to pay such monthly charges as may be determined by the Said Society from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove.

(b) The Purchaser/s has/have entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body and the said arrangement shall be final and binding on the Purchaser/s.

(c) It is further agreed, accepted and confirmed by the Purchaser/s that until the Said Society is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove and the Promoters shall manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Promoters shall be entitled to lay down such terms and conditions as regards payment by the Purchaser/s of the Said Flat in the Said Project regarding monthly maintenance charges or otherwise to enable the said the Maintenance Agency to effectively maintain the said infrastructure facilities. In the event the Purchaser/s fail/s to abide by the terms and conditions as laid down by the Promoters, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoters shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser/s shall not have taken possession of the Said Flat and the Purchaser/s shall not have paid the consideration amount and all other dues under the said Agreement.

(d) It is further agreed, accepted and confirmed by the Purchaser/s that the Promoters shall construct and develop additional floors on the said buildings being Building Nos. 1 & 2 and shall form and register Co-operative Society / Condominium / Federation / Organisation / Corporate Body / Apex Body, as the case may be, of the purchasers of the residential flats, parking spaces and other premises of the aforementioned buildings nos. 1 & 2, and further shall form and register Federation or Corporate Body or Apex Body, as the case may be, of such Co-operative Society / Condominium / Organisation of all the buildings constructed on the Said Properties in the layout scheme approved by the Municipal Corporation.

## **8.5 Conveyance:**

(i) The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company proportionate right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building in which the Said Flat is situated.

(ii) The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, and upon obtaining Final Completion Certificate, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Promoters and/or the owners in the project land on which the building/s are constructed.

### **8.6 Raising of funds:**

**(a)** The Promoters hereby declare/s and confirm/s that Promoters have prior to the execution hereof, specifically informed Purchaser(s) that the Promoters may enter into an arrangement with certain Banks and Non Banking Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank or NBFC would grant a line of credit to Promoters to facilitate development of said project undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoters by the said Bank, the Promoters create or cause to be created mortgages/charge on the unsold constructed flats/premises thereon in favour of such Banks or NBFC, and the securities created in favour of the said Banks or NBFC may be substituted from time to time;

**(b)** The Promoters specifically reserve the right to offer and to create charge on the Said Project (except the Said Flat) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoters and the Purchaser/s shall give his/her/ their/its consent and permission to the Promoters for doing the same. The Purchaser/s shall, whenever required by the Promoters, give and grant to the Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

### **8.7 Telecommunication, DTH, cable and Internet Services etc.:**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Said Project. It is agreed that the Promoters shall regulate the entry of telecom DTH, cable

and Internet Services agency/services in the Said Project till formation of Said Society. After formation of Said Society for all buildings, such institution shall regulate the entry of telecom agency/services in the Project.

#### **8.8 Others:**

- (a)** In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoters shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of contribution towards dues and liabilities of the Purchaser/s in Said Properties and/or in the Common Areas and facilities shall stand varied accordingly. The Promoters shall obtain written consent of the Purchaser/s for such construction by the Promoters.
- (b)** In the event of paucity or non-availability of any material the Promoters may use alternative materials/article but of similar good quality. Decision of the Promoters on such changes shall be final.
- (c)** The Promoters shall be entitled to allot any portion of the Said Properties or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

#### **8.9 Part Occupancy Certificate:**

The Promoters shall be at liberty and entitled to complete any part/portion/floor/wing of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser/s of the Said Flat therein and the Purchaser/s herein shall not object to the same. In such event, however, if the Purchaser/s take/s possession of his/her/their premises in such part completed portion of the Said Project and the remaining work is carried on by the Promoters or their agent or contractors with the Purchaser/s occupying his/her/their Flat, the Purchaser/s shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the Flats/Premises.

### **ARTICLE 9**

## USES

### 9.1 Alteration / Demolition / Destruction of Structure:

- (a) The Purchaser/s undertake/s that he/she/they will not alter/demolish/destroy or cause to alter/demolish/destroy any structure of the Said Flat or any addition/s or alteration/s of any nature in the same or in any part thereof. The Purchaser/s shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Flat in any form. The Purchaser/s shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of the Promoters. The Purchaser/s shall not partly / fully remove any walls of the Said Flat, which shall remain common between the Purchaser/s and the owners/purchasers of adjacent premises.
- (b) The Purchaser/s shall keep the portion, sewers, drains and pipes in the Said Flat and appurtenances thereto in good and tenable condition, and in particular, so as to support, shelter and protect the other parts of the said Project in which the Said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC parts or other structural changes in the Said Flat, without the prior written permission of the Promoters, and upon conveyance or transfer of the Said Properties in favour of the Society / Organization, without the prior written permission of the concerned government, local and public bodies and authorities; and/or licensed structural engineer.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the Said Flat will be permitted. No reimbursement or deduction in the value of the Said Flat shall be considered by the Promoters, in case the Purchaser/s desire/s (with prior written approval/consent of Promoters) to do some works/install some different fittings/floorings etc. on their own within the Said Flat and request Promoters not to do such work/install fittings/floorings etc. within the Said Flat.

### 9.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:

The Purchaser/s shall not use the Said Flat in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Project will be used by Purchaser(s) for keeping/Chaining

Pets/Animals, Birds or storage of cycles, motorcycles, waste/refuse, Shoe rack; nor the common passages shall be blocked in any manner.

**9.3 Nuisance:**

The Purchaser/s shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

**9.4 Possession of Common Areas:**

The Purchaser/s shall have no right to claim partition of the Said Properties and/or Common Areas/facilities and the Said Flat is not divisible. The possession of Common Areas will always remain with the Promoters and the same is not intended to be given to the Purchaser/s except a limited right to user subject to payment of all charges. After formation of Said Society/Organization, the common areas and amenities shall vest in the Said Society.

**ARTICLE 10  
INDEMNITY**

**10.1 Special, Consequential or Indirect Loss:**

The Purchaser/s acknowledge/s that the Promoters shall not be liable to the Purchaser/s for any special, consequential or indirect loss arising out of this Agreement. The Purchaser/s further indemnifies / indemnify the Promoters of any damage caused to the Said Flat /the said Project, while performing the alteration by him/her/them or his deputed personnel.

**10.2 Abidance by Terms and Conditions:**

The Purchaser/s hereby agree/s that he/she/they shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, the Purchaser/s shall be liable for such act, and if any loss is occasioned to the Promoters, the Purchaser/s shall indemnify the Promoters for such loss.

**10.3 Furniture and Interior Decoration:**

The Purchaser/s shall be required to seek specific permission from the Promoters for pre possession or post possession furniture and interior decoration activities, and such permission request shall contain plan of such

furniture and Interior decoration activities and all the concerned technical specifications thereof alongwith name of contractor/s and their contact details. The Purchaser/s shall not be entitled to carry out any structural alterations or any other modifications of civil nature in the Said Flat without prior written permission of the Promoters. The Project Engineer of the Promoters shall verify the furniture and Interior decoration work. After formation of the Said Society, the Purchaser/s shall be required to obtain previous permission for furniture activities from the Said Society/Organization. The Purchaser/s shall be required to pay reimbursement of expenses incurred by the Promoters or Said Society/Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

#### **10.4 Further Covenants:**

The Purchaser/s hereby covenant/s with the Promoters to pay from time to time and at all times, the amounts which the Purchaser/s is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and assignment. The Purchaser/s hereby covenant/s to keep the Promoters and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser/s.

### **ARTICLE 11**

#### **INSPECTION**

After handing over possession of the Said Flat by the Promoters in favour of the Purchaser/s, the Promoters or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to the Purchaser/s, to enter upon the Said Flat for the purpose of inspecting the services in the Said Flat and for carrying out maintenance work in the Said Flat.

### **ARTICLE 12**

#### **AGREEMENT**

#### **12.1 Stamp Duty and Registration Charges:**

The stamp duty, registration fee/charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser/s.

**12.2 Prior Permission:**

The Purchaser/s shall not assign, transfer, lease or part with possession of the Said Flat without prior written permission of the Promoters. The Purchaser/s undertake/s that he/she/they shall not divide/sub-divide/amalgamate the Said Flat without the prior consent of the Promoters.

**ARTICLE 13**

**SETTLEMENT OF DISPUTES**

**13.1** All or any disputes arising out or touching upon or in relation to the terms of the application of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

**13.2** Any dispute between parties shall be settled and/or resolved amicably. In case of failure to settle or resolve the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

**ARTICLE 14**

**NOTICE**

**14.1 No Obligation:**

It is clearly agreed and understood by the Purchaser/s that it shall not be obligatory on the part of the Promoters to send reminders regarding the payments to be made by the Purchaser/s as per the Payment Schedule or obligations to be performed by the Purchaser/s under the terms and conditions of this Agreement or any further document signed by the Purchaser/s with the Promoters.

**14.2 Communication Address:**

The Purchaser/s shall get registered his/her/their communication address and email address with the Promoters and it shall be the sole responsibility of the Purchaser/s to inform the Promoters about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all

communications/letters posted at the first registered address/postal address will be deemed to have been received by the Purchaser/s at the time, when those should ordinarily reach such address and he/she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the Said Flat must be mentioned clearly.

#### **14.3 Communication Mode:**

The Promoters will communicate with the Purchaser/s mainly through official e-mail address. The Purchaser/s may communicate with the Promoters using officially notified e-mail id. All Notices/Letters of communication to be served on Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser/s or to the Second Purchaser in case of more than one Purchaser/s at the postal address or official e-mail address given by Purchaser/s. However, any change in the address of Purchaser/s shall be communicated to the Promoters through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by the Promoters to the Purchaser/s whose name appears first, at the postal address/official e-mail address given by him/her for mailing and which shall for all purpose be considered as served to all Purchasers and no separate communication shall be necessary to the other named Purchaser/s.

#### **THE SCHEDULES HEREIN ABOVE REFERRED TO:**

##### **FIRST SCHEDULE**

##### **(SAID PLOT-A)**

All that piece and parcel of land bearing **Survey No. 18, Hissa No. 1A, area admeasuring 1700 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambarnath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar and bounded as under:

- On or towards East -
- On or towards West -
- On or towards North -
- On or towards South -

## **SECOND SCHEDULE**

(SAID PLOT-B)

All that piece and parcel of land bearing **Survey No. 18, Hissa No. 1B, area admeasuring 2110 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar and bounded as under:

- On or towards East -
- On or towards West -
- On or towards North -
- On or towards South -

## **THIRD SCHEDULE**

(SAID PLOT-C)

All that piece and parcel of land bearing **Survey No. 18, Hissa No. 4A, area admeasuring 4030 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar and bounded as under:

- On or towards East -
- On or towards West -
- On or towards North -
- On or towards South -

## **FOURTH SCHEDULE**

(SAID PLOT-D)

All that piece and parcel of land bearing **Survey No. 18, Hissa No. 8, area admeasuring 910 square meters**, lying, being and situate at Revenue Village Umbroli, Taluka Ambernath, District Thane, and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane, Sub Registration District Ulhasnagar and bounded as under:

- On or towards East -
- On or towards West -
- On or towards North -
- On or towards South -

**FIFTH SCHEDULE**

(SAID FLAT)

All that piece and parcel of Residential Flat bearing No. \_\_\_\_\_, on the \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ square feet of carpet area i.e. \_\_\_\_\_ square meters (as defined under RERA), in the Building no. \_\_\_\_\_, \_\_\_\_\_ Wing of Project building Known as **"BALAJI UPHOMES"** and as marked in the floor plan thereof hereto annexed alongwith \_\_\_\_\_ parking space / without car parking space.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

**SIGNED, SEALED AND DELIVERED** )  
 by the withinnamed **"PROMOTERS"** )  
**M/S. DHANVEER ENTERPRISES** )  
**(PAN \_\_\_\_\_)** )  
 Through its Authorized Partner )  
**Mr. \_\_\_\_\_** ) \_\_\_\_\_  
 In the presence of .....

1)  
 2)

**SIGNED AND DELIVERED** )  
 By the withinnamed **PURCHASER/S** )  
**(1) MR./MRS. \_\_\_\_\_** ) \_\_\_\_\_  
**(PAN \_\_\_\_\_)** )  
**(1) MR./MRS. \_\_\_\_\_** ) \_\_\_\_\_

(PAN \_\_\_\_\_) )

In the presence of... )

1)

2)

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