

Ground plus _____ floors

Ward No. _____

Flat /Shop/Unit No. _____ floor _____

In the Building Project known as “**MANGESHI ARCADE-II**”

Area _____ Sq. Meters (Carpet)

Market Value: - _____

Actual Value: - _____

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 20_____

B E T W E E N

M/S HIMALI CONSTRUCTION, a proprietary firm having its office at Mangeshi Sahara, Wing A/5, Ground Floor, Near Chhatri Bungalow, Chikanghar, Kalyan (W), Dist Thane, through its proprietor **SHRI MANGESH DASHRATH GAIKAR**, email address : himaliconst@gmail.com, hereinafter called and referred to as the **BUILDERS/ PROMOTERS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

A N D

1.

Age : _____ Years, Occupation : _____ Income Tax
PAN. _____ Residing at _____

2.

Age : _____ Years, Occupation : _____ Income Tax
PAN. _____ Residing at _____

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

WHEREAS Shri Balu Ratnya Bhandari and Others are the owners and otherwise well and sufficiently entitled to the all that piece and parcel of land lying being and situated at Village Kolivali, Taluka Kalyan, District Thane bearing:

Survey No.	Hissa No.	Total Area (Sq. Meters)	Area under development (in Sq. Meters)
10	1A + 2 to 7 /1	0-99-50 P.K. 0-02-70	4016

within the limits of the Kalyan Dombivali Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter the total area is called and referred to as the "Said Entire Property" and the area under development is called and referred to as **"Said Property"** and is more particularly described in the schedule hereunder written ;

AND WHEREAS by and under Development Agreement Dated 28.03.2017, registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 2656/2017 dated 28.03.2017 made and executed between Confirming Party herein, therein called and referred to as Owners and Builders / Promoters herein, therein called and referred to as Developers, said owners of said entire property granted the development rights in respect of said property in favour of Builders/Promoters herein on terms, conditions and for the consideration mentioned therein and in pursuance thereof the said owners have also executed Power of Attorney dated 28.03.2017, registered at the Office of Sub-Registrar of Assurances at Kalyan - 2 under Sr. No. 2657/2017 dated 28.03.2017 in favour of Builders/Promoters herein ;

AND WHEREAS 45 meters wide D.P. road passes through the said entire property and due to said reason said property is sub-divided into two plots Viz. Plot No. 1 admeasuring 2886 sq. meters and Plot No. 2 admeasuring 1130 sq. meters ;

AND WHEREAS Builders / Promoters herein has decided to develop the Plot No. 1 admeasuring 2886 sq. meters and accordingly submitted necessary plan to that effect with Kalyan Dombivali Municipal Corporation and Kalyan Dombivali Municipal Corporation sanctioned the Building plan and granted building commencement certificate in respect of Plot No. 1 by and under its permission bearing No. KDMC / TPD / BP / KD / 2021-22/84 dated 16.03.2022 and in terms of said sanctioned plan One building were sanctioned on said property Viz. Building of Stilt (Part), Ground (Part) Plus

First Floor to Third Floor (Residential+ Commercial) is sanctioned on Plot No. 1. The Builders / Promoters has received permission to develop a total area of 3161.56 sq. meters considering the basic FSI as per UDCPR on the plot No. 1 of 2886 sq. meters.

AND WHEREAS The Kalyan Dombivali Municipal Corporation permitted to use and utilized Transferable Development Rights on the said property to vendor/owner under letter bearing No. KDMC/ NRV / HVH / 1029 dated 24.05.2022 and the Vendors/Owners have utilized the said Transferable Development Rights to the extent of 4040.40 sq. meters on the said land property as per D.C. Rules and Regulations.

AND WHEREAS the Builders/Promoters herein with a view to develop the said property and obtaining Basic FSI, Ancillary FSI and Transferable Development Rights (T.D.R.), the Builders/Promoters herein have further submitted revised building plan with Kalyan Dombivali Municipal Corporation for approval and accordingly revised building permission is obtained under permission bearing No. KDMC/TPD/BP/KD/2021-22/84/183 dated 30.06.2022 and accordingly as per latest revised permission in terms of said sanctioned plan Two buildings were sanctioned on said property Viz. Building No.1 of Stilt Part, Ground Part Plus First Floor to Ninth Floor Part Residential Plus Commercial and Building No. 2 of Ground Floor Plus First Floor to Second Floor Residential is sanctioned on said property;

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

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land.

AND WHEREAS the Builders / Promoters has entered into a standard Agreement with an Architect **Shri. John Varghese Consultants of Kalyan (W)** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects ;

AND WHEREAS the Builders / Promoters has appointed **Shri. Ajay Mahale, Thane** as Structural Engineers for the preparation of the structural design and drawings of the buildings and the Builders / Promoters accepts

the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings ; and the Architect and Structural Engineers till the completion of the building/buildings;

AND WHEREAS the Promoter has proposed to construct on the project land of a Flat / Unit No. _____ on _____ Floor, in Wing _____, admeasuring _____ sq. meters. (Carpet) in the Building / Complex known as “**MANGESHI ARCADE- II**”

AND WHEREAS allottee/s / purchaser/s herein by understanding and agreeing to above said facts/matters/things granted his/her/their unequivocal consent for the same and on being agreeing to other terms and conditions mentioned in this agreement and further agreeing not to object development of said property and/or raise any objection whatsoever in future, the Builders / Promoters have accepted the said offer made by the allottee/s / purchaser/s and agreed to sell him Flat/Shop/Office/Unit by becoming member / share holder / constituent of the proposed cooperative society and the allottee/s / purchaser/s shall pay to the Builders / Promoters Rs. _____/(Rupees _____)

Only) as the agreed lump sum price / consideration in respect of the said Flat / Unit No. _____ on _____ Floor, in Wing _____, admeasuring _____ sq. meters. (Carpet) in the Building / Complex known as “**MANGESHI ARCADE- II**”, hereinafter for the sake of brevity called and referred to as the "**Said Premises**" allotted to the allottee/s / purchaser/s and shown and marked accordingly on the floor plan annexed hereto ;

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

AND WHEREAS Builders/Promoters have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 with Real Estate Regulatory Authority at Mumbai bearing No. _____ authenticated copy is attached in **Annexure F**.

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

AND WHEREAS by virtue of the Development Agreement/Power of

Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee/s / purchaser/s, the Builders/Promoters has given inspection to the allottee/s / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builders/Promoters above named Architects including the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder ;

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Builders / Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2,**

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop/Unit agreed to be purchased by the allottee/s / purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D.**

AND WHEREAS the Builders / Promoters has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders / Promoters while developing the project land and the said building and upon due observance and performance of which only the

completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee/s / purchaser/s, has applied to the Builders / Promoters for allotment of a Flat / Unit No. _____ on _____ Floor, in Wing _____, admeasuring _____ sq. meters. (Carpet) in the Building / Complex known as **“MANGESHI ARCADE- II”**

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

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s / purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s / purchaser/s has agreed to pay to the Builders / Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS Builders/Promoters have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 with Real Estate Regulatory Authority at Mumbai bearing No. _____.

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act 2016 the Builders / Promoters is required to execute a written Agreement for sale of said Flat/Shop/Unit with the allottee/s / purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Builders/Promoters hereby agrees to sell and the allottee/s / purchaser/s hereby agrees to purchase the Flat / Unit and the covered parking.

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

1. The Promoter shall construct the said building/s consisting of _____ Basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the allottee/s / Purchaser/s in respect of variations or modifications which may adversely affect said premises of the allottee/s / Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) THE allottee /s / purchaser /s hereby agrees to purchase from the Builders/Promoters and the Builders/Promoters hereby agrees to sell to allottee/s / purchaser/s the Flat / Unit No. _____ on _____ Floor, in Wing ____, admeasuring _____ sq. meters. (Carpet) in the Building / Complex known as “**MANGESHI ARCADE- II**” and as shown on the floor plan hereto annexed and marked Annexures C-1 and C-2 for the Lump sum price/ consideration of Rs. _____ (Rupees _____

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

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No. _____ situated at _____ and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The allottee/s / purchaser/s hereby agrees to purchase from the Builders/Promoters and the Builders/Promoters hereby agrees to sell to allottee/s / purchaser/s the covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

1. (b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-

1. (c) The Flat/Shop/Unit Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to that Builders/Promoters the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

- i. 10 % of total consideration to be paid to the Builders/Promoters after the execution of Agreement.
- ii. 20 % of total consideration to be paid to the Builders/Promoters on completion of the Plinth of the building or wing in which the said Flat/Shop/Unit is located.
- iii. 4.45% of total consideration to be paid on completion of First slab.
- iv. 4.45% of total consideration to be paid on completion of Second slab.
- v. 4.45% of total consideration to be paid on completion of Third slab.
- vi. 4.45% of total consideration to be paid on completion of Fourth slab.
- vii. 4.45% of total consideration to be paid on completion of Fifth slab.
- viii. 4.45% of total consideration to be paid on completion of Sixth slab.
- ix. 4.45% of total consideration to be paid on completion of Seventh slab.
- x. 4.45% of total consideration to be paid on completion of Eighth slab.
- xi. 4.40% of total consideration to be paid on completion of Ninth slab.
- xii. 5% of total consideration to be paid to the Builders/Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop/Unit.

- xiii. 5% of total consideration to be paid to the Builders/Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop/Unit.
- xiv. 5% of total consideration to be paid to the Builders/Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop/Unit is located.
- xv. 10% of total consideration to be paid to the Builders/Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Shop/Unit is located.
- xvi. Balance Amount 5% of total consideration against and at the time of handing over of the possession of the Flat/Shop/Unit to the Flat Purchaser/s on or after receipt of occupancy certificate or completion certificate.

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

1.(e) The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builders/Promoters undertakes and agrees that while raising a demand on the allottee/s / purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builders/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 allottee/s / purchaser/s, which shall only be applicable on subsequent payments.

1.(f)The Builders/Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the allottee/s / purchaser/s 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 allottee/s / purchaser/s by the Builders/Promoters.

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

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Builders/Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the allottee/s /

purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of said premises.

2.2 Time, is essence for the Builders/Promoters as well as the allottee/s / purchaser/s. The Builders/Promoters shall abide by the time schedule for completing the project and handing over the said premises to the allottee/s / purchaser/s and the common areas to the association of the Flat/Shop/Unit Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to full and final payment by allottee/s / purchaser/s as agreed above. Similarly, the allottee/s / purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builders/Promoters as provided in payment schedule mentioned hereinabove. Also, the Builders/Promoters have the right to take all the benefites as per the unified development control and promotion regulation, and Revised completion certificate.

3. The Builders/Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Builders/Promoters has planned to utilize Floor Space Index of _____ Sq Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builders/Promoters has disclosed the Floor Space Index of _____ Sq Mtrs as proposed to be utilized by him on the project land in the said Project and allottee/s / purchaser/s have agreed to purchase the said premises based on the proposed construction and sale of Flat/Shop/Units to be carried out by the Builders/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

4.1 If the Builders/Promoters fails to abide by the time schedule for completing the project and handing over the said Premises to the allottee/s / purchaser/s, the Builders/Promoters agrees to pay to the allottee/s / purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the allottee/s / purchaser/s, for every month of delay, till the handing over of the possession. The allottee/s / purchaser/s agrees to pay to the Builders/Promoters, interest as specified above, on all the delayed payment which become due and payable by the allottee/s / purchaser/s to the Builders/Promoters under the terms of this Agreement from the date the said amount is payable by the allottee/s / purchaser/s to the Builders / Promoters.

4.2 Without prejudice to the right of Builders/Promoters to charge interest in terms of sub clause 4.1 above, on the allottee/s / purchaser/s committing default in payment on due date of any amount due and payable by the allottee/s / purchaser/s to the Builders/Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s / purchaser/s committing three defaults of payment of instalments, the Builders/Promoters shall at his own option, may terminate this Agreement:

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

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Builders/Promoters in the said building and the said premises as are set out in **Annexure 'E'**, annexed hereto.
6. The Builders/Promoters shall give possession of the said premises to the allottee/s / purchaser/s on or before _____. If the Builders/Promoters fails or neglects to give possession of the said premises to the allottee/s / purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Builders/Promoters shall be liable on demand to refund to the allottee/s / purchaser/s the amounts already received by him in respect of said premises with interest at the same rate as mentioned above from the date the Builders/Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builders/Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Unit on the aforesaid date, if the completion of building in which the Flat/Shop/Unit 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.

- 7.1 Procedure for taking possession** - The Builders/Promoters, upon obtaining the occupancy certificate from the competent authority and on full and final payment made by the allottee/s / purchaser/s as per the agreement shall offer in writing the possession of the said premises, to the Flat Purchaser/s in terms of this Agreement to be taken within 3 (Three months) from the date of issue of such notice and the Builders/Promoters shall give possession of the said premises to the allottee/s / purchaser/s. The Builders/Promoters agrees and undertakes to indemnify the allottee/s / purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builders/Promoters. The allottee/s / purchaser/s agree(s) to pay the maintenance charges as determined by the Builders/Promoters or association of various allottee/s / purchaser/s, as the case may be. The Builders/Promoters on its behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The allottee/s / purchaser/s shall take possession of the Flat/Shop/Unit within 15 days of the written notice from the Builders/Promoters to the Flat Purchaser/s intimating that the said Flat/Shop/Units are ready for use and occupancy.
- 7.3 **Failure of allottee/s / purchaser/s to take Possession of said premises:** Upon receiving a written intimation from the Builders/Promoters as per clause 7.1, the allottee/s / purchaser/s shall take possession of the said premises from the Builders/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builders/Promoters shall give possession of the said premises to the allottee/s / purchaser/s. In case the allottee/s / purchaser/s fails to take possession within the time provided in clause 7.1 such allottee/s / purchaser/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the allottee/s / purchaser/s, the allottee/s / purchaser/s brings to the notice of the Builders/Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builders/Promoters at their own cost and in case it is not possible to rectify such defects, then the allottee/s / purchaser/s shall be entitled to receive from the Builders/Promoters, compensation for such defect in the manner as provided under the Act.
8. The allottee/s / purchaser/s shall use the said premises or any part thereof or permit the same to be used only for purpose for which it is allotted. The allottee/s / purchaser/s shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee (s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time

sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Promoter 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 all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/ Lessor/ OriginalOwner/ Promoter and/ or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance

of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs_____for deposits of electrical receiving and Sub Station provided in Layout.

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

12. At the time of registration of conveyance of the building or wing of the building, the allottee/s / purchaser/s shall pay to the Builders/Promoters, as the case may be, the allottee/s / purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the allottee/s / purchaser/s shall pay to the Builders/Promoters, as the case may be, the allottee/s / purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDERS/ PROMOTERS

The Builders/Promoters hereby represents and warrants to the allottee/s / purchaser/s as follows:

- i. The Original landlord, Builders/Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project ;
- ii. The Builders/Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Builders/Promoters have been and shall, at all times, remain to be in compliance with all applicable

- laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Builders/Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee/s / purchaser/s created herein, may prejudicially be affected;
 - vii. The Builders/Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of allottee/s / purchaser/s under this Agreement;
 - viii. The Builders/Promoters confirm that they are not restricted in any manner whatsoever from selling the said premises to the Flat Purchaser/s in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of various Purchaser/s the Builders/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat Purchaser/s;
 - x. The Builders/Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builders/Promoters in respect of the project land and/or the Project except those disclosed in the title report.

14. The allottee/s / purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Builders/Promoters as follows :-

- i. To maintain the said premises at the allottee/s / purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in

which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Builders/Promoters to the allottee/s / purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the allottee/s / purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage. to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Builders/Promoters and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the project land and the building in which the said premises is situated.

- vii. Pay to the Builders/Promoters, as the case may be within fifteen days of demand, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which allottee/s / purchaser/s is situated.
 - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the allottee/s / purchaser/s by the allottee/s / purchaser/s for any purposes other than for purpose for which it is sold.
 - ix. The Allottee s/s / purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefitfactor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fullypaid up.
 - x. The Allottee s/s / purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The allottee/s / purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company/ Apex Body / Federation regarding the occupancy and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which said premises is situated is executed in favour of Society/Limited Society, the allottee/s / purchaser/s shall permit the Builders/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the structure of the building in which said premises is situated is executed in favour of Society/Limited Society, the allottee/s / purchaser/s shall permit the Builders/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
15. The Builders/Promoters shall maintain a separate account in respect of sums received by the Builder from the allottee/s / purchaser/s as advance or deposit, sums received on account of the share capital for the

promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. BUILDERS / PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After execution this Agreement Builders/Promoters shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the present allottee/s / purchaser/s, who has taken or agreed to take said premises.

18. BINDING EFFECT

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

and all sums deposited by the allottee/s / purchaser/s in connection therewith including the booking amount shall be returned to the allottee/s / purchaser/s without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / PURCHASER/S, SUBSEQUENT ALLOTTEE/S / PURCHASER/S**

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

22. **SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the allottee/s / purchaser/s has/have to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the premises in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Builders/Promoters through its authorized signatory at the Builders/Promoters Office, or at some other place, which may be mutually agreed between the Builders/Promoters and the allottee/s / purchaser/s, and after the Agreement is duly executed by the allottee/s / purchaser/s and the Builders/Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

26. The allottee/s / purchaser/s and/or Builders/Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builders/Promoters will attend such office and admit execution thereof.

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

Name of Allottee:- _____

(Allottee/s / purchaser/s Address):- _____

Notified Email ID: _____

M/s _____ Promoter name

(Promoter Address):- _____

Notified Email ID: _____

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

28. JOINT ALLOTTEES / PURCHASER/SS

That in case there are Joint Flat Purchaser/ss all communications shall be sent by the Builders/Promoters to the allottee/s / purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Flat Allottees / Purchaser/Ss.

29. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by allottee/s / purchaser/s.

30. DISPUTE RESOLUTION: -

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

31. **GOVERNING LAW:-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kalyan courts will have the jurisdiction for this Agreement.

SCHEDULE OF THE ABOVE REFERRED PROPERTIES

All that plot No. 1 area admeasuring 2886 Sq. Meters forming the part of all that piece and parcel of land lying being and situated at Village Kolivali, Taluka Kalyan, District Thane bearing :

Survey No.	Hissa No.	Total Area (Sq. Meters)	Area under development Plot No. 1 (in Sq. Meters)
10	1A + 2 to 7 /1	0-99-50 P.K. 0-02-70	2886

Within the limits of the Kalyan Dombivali Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan.

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

SIGNED & DELIVERED

By the within named

BUILDERS/PROMOTERS

M/S HIMALI CONSTRUCTION,

A proprietary firm, through its proprietor

SHRI MANGESH DASHRATH GAIKAR _____

SIGNED & DELIVERED

By the within named

PURCHASER/S

1. _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

2. _____

Please affix
photograph
and sign
across the
photograph

WITNESS:

1. Name: _____
Address: _____

2. Name: _____
Address: _____

Housiey.com

RECEIPT

Received with thanks a sum of Rs. _____ /
 (Rupees _____ Only)
 by Cash / Cheque from the Purchaser herein being the part/Full
 Consideration in respect of the flat /Shop / Unit agreed to be Purchased
 under this Agreement.

DATE	Cash / Cheque NO.	AMOUNT	BANK AND BRANCH
	TOTAL		

I SAY RECEIVED

BUILDERS/PROMOTERS

Housiey.com

Annexure E

LIST OF AMENITIES

1. R. C. C. Framed structure
2. Granite Kitchen platform and Stainless Steel Sink
3. Tiles 4 feet dado above main kitchen Platform
4. All bathrooms beautifully designed with door height premium quality tiles.
5. Marble door Frames with Backlight shutter in bathroom
6. Decorative Main Door
7. Cornice Molding with design P.O.P Ceiling in the entire hall
8. P.O.P finish wall in entire hall
9. Vitrified 32×32 tiles flooring in entire hall
10. Concealed P.V.C. plumbing with quality sanitary fittings & Bathroom fittings
11. Elegant windows with marbles frames
12. Powder coated aluminum windows with good quality glass
13. Wiring of ISI quality and provision for TV and Telephone Point in master bedroom
14. Inverter point provisions in all rooms
15. A.C. provision with concealed electrical fitting in master bedroom
16. Branded modular switches
17. Lift to reputed make with back up
18. Fire – fighting requirements
19. High quality exterior paint
20. Overhead Water Tank with pump
21. Conmen Solar System on terrace for Hot water in common bathroom
22. Decorative Entrance

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the RealEstate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees.....
On execution of this agreement towards Earnest Money Deposit or application fee.

I say received

The Promoter/s.