

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made, executed and entered into at **Dombivli** on this ____ day of _____ **202**__

BETWEEN

M/S. GLEN SQUARE, a Partnership Firm, holding **PAN-AAWFG2032L**, having its office at 006, Archis, Tandon Road, Ramnagar, Dombivli (E)-421201, through its Partner **MR.** _____, hereinafter called and referred as **PROMOTERS** (which expression shall unless it be repugnant to the context of meaning thereof shall mean and include the partners for the time being, survivors and surviving partners of the said firm and their heirs, executors, administrators and assigns) of the **First Part**;

AND

MR/MRS/M/S. _____,

Age ____ years, Occupation _____, **PAN-** _____,

MR/MRS/M/S. _____,

Age ____ years, Occupation _____, **PAN-** _____,

Both Residing at _____,

hereinafter called the **ALLOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the **Other Part**;

The Allottee whether singular or plural, masculine or feminine, Partnership Firm, Body Corporate or any other association of people for the sake of brevity is referred to as the **Allottee** as singular masculine;

WHEREAS vide Development Agreement and Power of Attorney both dated 30.03.2021, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 30.03.2021, at Sr.Nos.4046/2021 and 4047/2021 respectively, Mrs.. Pushpa Harishchandra Kalan, Mrs. Manda Dnyaneshwar Mhatre, Mrs. Pushpa alias Phashibai Krishna Madhavi & Smt. Reshma Baliram Mhatre for herself and as mother and natural guardian of Miss. Divya Baliram Mhatre & Kum. Manthan Baliram Mhatre,

assigned to the Promoters herein, the development rights in respect of the land bearing S.No.58/2/1/1 (Old S.No.58/2/B), admeasuring 2103 Sq.Mtrs., out of totally admeasuring 2530 Sq.Mtrs. or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 17.11.2021, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 17.11.2021, at Sr.Nos.12830/2021 and 12831/2021 respectively, Mr. Ananta Ambo Mhatre, Mr. Ravindra alias Ravi Ambo Mhatre & Mr. Ramchandra Ambo Mhatre, assigned to the Promoters herein, the development rights in respect of the land bearing S.No.38/1/J, admeasuring 408 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 17.11.2021, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 17.11.2021, at Sr.Nos.12834/2021 and 12836/2021 respectively, entered into between Mr. Ravindra alias Ravi Ambo Mhatre, as Land Owner, M/s. Glen Square, a partnership firm, through its Partners Mr. Prashant M. Shukla and Mr. Ashok Shamji Patel, as Developers, and Mr. Mandar Sudhakar Vartak & 2 Others, as Confirming Party, Mr. Ravindra alias Ravi Ambo Mhatre assigned to the Promoters herein, the development rights in respect of the land bearing S.No.38/1/B, admeasuring 217.91 Sq.Mtrs., out of totally admeasuring 872 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 21.02.2022, registered with the office of Joint Sub-Registrar of

Assurances, Kalyan-3, on 21.02.2022, at Sr.Nos.2055/2022 and 2059/2022 respectively, entered into between Smt. Parvatibai Ambo Mhatre, Mr. Ravindra alias Ravi Ambo Mhatre, Mr. Ramchandra Ambo Mhatre & Mr. Ananta Ambo Mhatre, as Owners, M/s. Glen Square, a partnership firm, through its Partners Mr. Prashant M. Shukla and Mr. Ramesh Valji Patel, as Developers, and Smt. Ujwala Prakash Diwan & Others, as Confirming Party, Smt. Parvatibai Ambo Mhatre, Mr. Ravindra alias Ravi Ambo Mhatre, Mr. Ramchandra Ambo Mhatre & Mr. Ananta Ambo Mhatre assigned to the Promoters herein, the development rights in respect of the land bearing S.No.58/2/2, admeasuring 3791.60 Sq.Mtrs. out of totally admeasuring 4750 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 28.03.2022, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 28.03.2022, at Sr.Nos.4039/2022 & 4041/2022, respectively, entered into between Smt. Vimla Vinayak Singh, as Land Owner, M/s. Glen Square, a partnership firm, through its Partners Mr. Prashant M. Shukla and Mr. Ramesh Valji Patel, as Developers and Mr. Ravi Vinayak Singh, as Confirming Party, Smt. Vimla Vinayak Singh assigned to the Promoters herein, the development rights in respect of the land bearing S.No.38/1/F, admeasuring 334 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 28.03.2022, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 28.03.2022, at Sr.Nos.4042/2022 & 4044/2022, respectively, entered into between Smt. Vimla Vinayak Singh, as Land Owner, M/s. Glen Square, a partnership firm, through its Partners Mr. Prashant M. Shukla and Mr. Ramesh Valji Patel, as Developers, Mr. Ravi Vinayak Singh, as Confirming Party No.1, and Mr. Madan Rajaram

Mhatre, as Confirming Party No.2, Smt. Vimla Vinayak Singh assigned to the Promoters herein, the development rights in respect of the land bearing S.No.38/1/E, admeasuring 301 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 17.06.2022, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 17.06.2022, at Sr.Nos.7861/2022 & 7863/2022, respectively, entered into between Mr. Vasant Baburao Patil, as Land Owner, M/s. Glen Square, a partnership firm, through its Partners Mr. Prashant M. Shukla and Mr. Ramesh Valji Patel, as Developers, Mr. Rajesh Vasant Patil, as Confirming Party, Mr. Vasant Baburao Patil, assigned to the Promoters herein, the development rights in respect of the land bearing S.No.37/2, admeasuring 1201 Sq.Mtrs., out of totally admeasuring 1609 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS vide Development Agreement and Power of Attorney both dated 21.07.2022, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-3, on 21.07.2022, at Sr.Nos.9293/2022 and 9294/2022 respectively, Mr. Ananta Ambo Mhatre assigned to the Promoters herein, the development rights in respect of the land bearing S.No.38/1/A, admeasuring 920 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan;

AND WHEREAS pursuant to various Development Agreements recited hereinabove, the Promoters herein acquired the development rights from the respective Owners, in respect of all that piece and parcel of land bearing S.No.58/2/1/1, S.No.38/1/J, S.No.38/1/B, S.No.58/2/2,

S.No.38/1/F, S.No.38/1/E, S.No.37/2 and S.No.38/1/A, totally admeasuring 9276.51 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within Registration District Thane and Sub-District Kalyan, and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter called and referred to for the sake of brevity as the **SAID PROJECT LAND**);

AND WHEREAS by virtue of various Development Agreements recited hereinabove the Promoters have sole and exclusive right to construct a multi-storied building in and over the said project land, and excepting the residential and commercial units to be allotted to the owners as and by way of consideration for assigning development rights to and in favour of the Promoters herein, dispose of by way of sale the remaining residential and commercial units in the proposed new building to be constructed in and over the said project land, on ownership basis and to enter into Agreements with the allottees of those units and to receive the sale price thereof;

AND WHEREAS the Promoters are in possession of the said project land;

AND WHEREAS the Promoters have entered into standard agreement with Architect M/s. UC Associates through Mr. Uday M. Chopda of Dombivli, registered with the Council of Architects and the Promoters have appointed a Structural Engineer Mr. Umesh Joshi of Thane, for the preparation of the plans, specifications and structural designs of the proposed building to be constructed on the said project land, and the Promoters accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building;

AND WHEREAS the Promoters has commenced the construction of a project on the said project land being Tower-1 having Stilt + Third to _____ Floors (Residential) and Tower-2 having Stilt + Third to _____ Floors, comprising of residential units therein, to be known as **ARISTA SKYLINE**, situated at P & T Colony, Nandivali Road,

Dombivli (E), in accordance with the plans sanctioned by the Kalyan Dombivli Municipal Corporation vide Commencement Certificate issued under UDCPR vide Commencement Certificate No.KDMC/TPD/BP/27 VILLAGE/2022-23/30, dated 19.01.2023, and as per the sanctioned plans the Promoters is presently entitled to construct Tower-1 having Stilt + Third to Seventeenth Floors (Residential) + Eighteenth Floor (Recreational Floor), First Floor + Second Floor (for MHADA) and Tower-2 having Stilt + Third to Seventeenth Floors (Residential) + Eighteenth Floor (Recreational Floor), First Floor + Second Floor (for MHADA) of the proposed Project consisting of residential units therein (hereinafter called and referred to for the sake of brevity as the **SAID PROJECT**);

AND WHEREAS the Allottee is offered a residential/commercial unit bearing No._____, on the _____ Floor, **in the Tower-_____** (hereinafter referred to as the **Said Unit**) in the building called **ARISTA SKYLINE** (herein after referred to as the **Said Building**) being constructed by the Promoters;

AND WHEREAS while sanctioning the said plans the Kalyan Dombivli Municipal Corporation has laid down certain terms, conditions, stipulations which are to be observed and performed by the Developers/Promoters while developing the said project land and the building to be constructed thereon and upon the due observance and performance of the terms and conditions, the completion and/or occupation certificate in respect of the building shall be granted by the Kalyan Dombivli Municipal Corporation;

AND WHEREAS the Promoters has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing No._____, authenticated copy is attached in Annexure 'F';

AND WHEREAS on demand from the Allottee, the Promoters has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. UC Associates through Mr. Uday M. Chopda, 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 Advocate of the Promoters, authenticated copies of Property card and extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said project land on which the residential & commercial units 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 Kalyan Dombivli Municipal Corporation 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 Promoters and according to which the construction of the building 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 Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;

AND WHEREAS the Promoters have 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 the Allottee has applied to the Promoters for allotment of a residential/commercial unit being Flat No.____, on _____ Floor, situated in the Tower-_____ known as **ARISTA SKYLINE** being constructed in the said Project,

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

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. _____ (Rupees _____ only), being part payment of the sale consideration of the said Unit agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

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

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

1. The Promoters shall construct a project known as **ARISTA SKYLINE**, situated at P & T Colony, Nandivali Road, Dombivli (E), to be constructed on the said project land, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee **Flat** No. _____ having carpet area admeasuring _____ Sq. Metres on _____ Floor in the building known as **ARISTA SKYLINE** (hereinafter referred to as the **Said Unit**) as shown in the Floorplan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____/- including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the **said unit**, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee One Covered Mechanical Stack Parking Space No.____ situated at Stilt being constructed in the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the **said Unit** including One Covered Mechanical Stack Parking Space is thus Rs. _____/-.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs. _____/-(Rupees _____) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building in which the **said Unit** is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including stilt of the building in which the **said Unit** is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the **said Unit**.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the **said Unit**.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the **said Unit** is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building in which the **said Unit** is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the 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 said Project payable by the Promoters) up to the date of handing over the possession of the **said 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 Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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, which shall only be applicable on subsequent payments.

1(f) The Promoters may allow, in his 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 an Allottee by the Promoters.

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

1(h) The Allottee authorizes the 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 Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the **said Unit**.

2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the said Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 Promoters as provided in clause 1(c) herein above ("Payment Plan").

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 13875.95 square meters only and Promoters have planned to utilize Floor Space Index of ____ square meters 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 Promoters has disclosed the Floor Space Index of ____ square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the **said Unit** based on the proposed construction and sale of **units** to be carried out by the

Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

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

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

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 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 Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the **said Unit** which may till then have been paid by the Allottee to the Promoters.

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 Promoters in the said building and the **said Unit** as are set out in Annexure 'E', annexed hereto.

6. The Promoters shall give possession of the **said Unit** to the Allottee on or before..... day of 20____. If the Promoters fail or neglect to give possession of the **said Unit** to the Allottee on account of reasons beyond his control and of its agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the **said Unit** with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the **said Unit** on the aforesaid date, if the completion of building in which the said 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 Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the **said Unit**, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the **said Unit** to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the said Unit within 15 days of the written notice from the Promoters to the Allottee intimating that the said Unit are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of the said Unit: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said Unit to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Unit or the building in which the said Unit is 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 Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the said Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of the said Unit in the building shall join informing and registering the Society to be known by such name as the Promoters 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 and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters 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 as may be required by the Registrar of Co-operative Societies.

9.1 The Promoters shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Original Owner/Promoters in the said project land and in the said structure of the building in which the said Unit is situated.

9.2 The Promoters 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/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.2 Within 15 days after notice in writing is given by the Promoters to the Allottee that the said Unit 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 said Unit) of outgoings in respect of the said project land and Building 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 said project land and building. Until the Society is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoters 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 Promoters provisional monthly contribution of Rs._____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the said land and structure of the building is executed in favour of the society as aforesaid. On such conveyance being executed for the said land and structure of the building the aforesaid deposits (less

deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be.

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

- (i) Rs. _____ for share money, application entrance fee of the Society.
- (ii) Rs. _____ for formation and registration of the Society.
- (iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society.
- (iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.
- (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 Promoters a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

12. At the time of registration of conveyance of the land and building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The 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, said project land and said building 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, said project land and said building shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said project land, Building and common areas;
- vi. The 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 created herein, may prejudicially be affected;
- vii. The Promoters have 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 said project land, including the Project and the **said Unit** which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the **said Unit** to the Allottee in the manner contemplated in his Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant,

peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The 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 project land) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee for himself with intention to bring all persons into whosoever hands the **said Unit** may come, hereby covenants with the Promoters as follows: -

i. To maintain the said Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the **said Unit** is taken and shall not do or suffer to be done anything in or to the building in which the **said Unit** 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 Unit** is situated and the **said Unit** itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the **said Unit** 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 Unit** 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 Unit** is situated, including entrances of the building in which the **said Unit** is situated and in case any damage is caused to the building in which the **said Unit** is situated or the **said Unit** on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the **said Unit** and maintain the **said Unit** in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the **said Unit** is situated or the **said Unit** which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the **said Unit** 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 Unit** or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the **said Unit** is situated and shall keep the portion, sewers, drains and pipes in the **said Unit** 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 Unit** 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 Unit** without the prior written permission of the Promoters and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said project land and the building in which the **said Unit** 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 Unit in the compound or any portion of the said project land and the building in which the **said Unit** is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the **said Unit** 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 **said Unit** by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the **said Unit** until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society 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 **Units** therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the **said Unit** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the land and structure of the building in which the **said Unit** is situated is executed in favour of Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society 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 Unit** or of the said project land and building or any part thereof. The Allottee shall have no claim save and except in respect of the **said Unit** hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases,

terraces recreation spaces, will remain the property of the Promoters until the said structure of the building and the said project land is transferred to the Society as hereinbefore mentioned.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the **said Unit**.

18. BINDING EFFECT

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Unit to the total carpet area of all the residential and commercial Units 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 Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, and after the Agreement is duly executed by the Allottee and the 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 Dombivli.

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

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoters name

(Promoters Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement

in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the "Said project land")

ALL THAT piece and parcel of N.A. land bearing S.No.58/2/1/1, S.No.38/1/J, S.No.38/1/B, S.No.58/2/2, S.No.38/1/F, S.No.38/1/E, S.No.37/2 and S.No.38/1/A, totally admeasuring 9276.51 Sq.Mtrs., or thereabout, lying, being and situate at village Nandivali Tarfe Panchanand, Kalyan, District Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane and Sub-District Kalyan and bounded as follows:

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

Second Schedule Above Referred to

Staircase, Lobbies and Mid-landings.

SIGNED, SEALED AND DELIVERED)

By the within named **Promoters**)

M/S. GLEN SQUARE)

Through its Partner:)

MR. _____)

SIGNED, SEALED AND DELIVERED)

By the within named **Allottee**)

_____)

_____)

_____)

_____)

In the presence of:)

1.)

_____)

2)

SCHEDULE 'A'

ALL THAT piece and parcel of **Flat No.**_____, having **Carpet** area admeasuring _____ **Sq.Ft.** (_____ **Sq. Mtrs.**), on the _____ **Floor**, in the project known as **ARISTA SKYLINE**, situated at P & T Colony, Nandivali Road, Dombivli (E), alongwith **Exclusive Areas** ____ **Sq.Ft.** i.e. _____ **Sq. Mtrs.**, which comprise of **Exclusive open or enclosed balcony** admeasuring _____ **Sq.Ft.** i.e. _____ **Sq. Mtrs.**, and/or **Open Terrace** admeasuring _____ **Sq.Ft.** i.e. _____ **Sq. Mtrs.**, and/or **Dry Area/Flower Bed** admeasuring ____ **Sq.Ft.** i.e. _____ **Sq. Mtrs.**, as the case may be, appurtenant to the **said Unit**, as per floor plan attach herewith, and alongwith **One Mechanical Car Parking Space** in the **Stilt**, to be constructed on the said land described in First Schedule hereinabove.

SCHEDULE 'B'

FLOOR PLAN OF THE UNIT

ANNEXURE – A

Title Report issued by Advocate of the Promoters.

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 Original Owner/Promoters 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 Promoters and according to which the construction of the building 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

LIST OF AMENITIES

ANNEXURE –F

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

RECEIPT

RECEIVED of and from the withinnamed Allottee a sum of **Rs. _____/- (Rupees _____ Only)** vide Cheque/RTGS/NEFT No. _____, dated _____, drawn on _____, _____ Branch, on or before the execution of these presents, as and by way of part payment of consideration of the said Unit in the building as mentioned hereinabove.

(This Receipt shall be valid subject to realisation of the aforesaid Cheque/s).

Witness: **We Say Received Rs. _____/-**

1. _____

2. _____

Mr. _____
Partner
For M/s. Glen Square

Place : Dombivli

Date : ____/____/202__