

Village : Gandhare  
Flat No. : \_\_\_\_\_, On \_\_\_\_\_ Floor,  
Flat Area : \_\_\_\_\_ sq. meters (Carpet)  
Market Value : Rs. \_\_\_\_\_/-  
Agreement Value : Rs. \_\_\_\_\_/-

**AGREEMENT FOR SALE**

This Agreement is made at Kalyan

**On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_**

**BETWEEN**

M/s Dream Maruti Infra [ PAN NO. AATFD2310B] a partnership firm having its office at Survey No.15/4/2, Gandhare, Vasant Valley Road, Kalyan (w) 421301 through its partners \_\_\_\_\_ hereinafter called and referred to as the Promoters (which expression shall unless be repugnant to the context or meaning thereof mean and include the partner constituting the said firm for the time being and survivors of them, their/his heirs executors, administrators, and assigns) being the Party of the First Part;

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aged about \_\_\_\_\_ years, occupation \_\_\_\_\_ residing at  
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hereinafter called and referred to as the Allottee (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS Ramchandra Janglya Bhandari and others were seized and possessed of the land bearing survey no.15, Hissa no. 4/A, lying, being and situated at Village Gandhare, Tal. Kalyan, Dist. Thane, within the jurisdiction/limits of Kalyan Dombivli Municipal Corporation. (herein after for the sake of brevity called and referred to as the "said larger land") and the predecessors of the Owners Ramchandra Janglya Bhandari and others acquired the said property

by virtue of the provisions of the section 32 G of the Maharashtra Tenancy and Agricultural Lands Act, 1948 (formerly Bombay Tenancy and Agricultural lands Act, 1948) and since then under the various mutation entries, the legal heirs of the deceased co-owners and family members are recorded in the revenue records from time to time.

AND WHEREAS vide order passed by SDO Kalyan bearing Hak kanond /T-10/KV/3427/2019 dated 11.11.2019, the said larger land stood divided into two parts i.e. the Old Survey no. 15/4B, **New Survey no. 15/4/2** area adms. OH-89R-00P and Pot Kharaba OH-03R-0P aggregating area adm.1H-19R-0P equivalent to **11900 sq. mtrs.** and Old Survey no. 15/4D, **New Survey no.15/4/4** adm.OH-07R-00P and Pot Kharaba OH-03R-00P aggregating area adm. OH-10R-0P equivalent to **1000 sq. mtrs.** within the limits of Kalyan Dombivali Municipal Corporation.[hereinafter for the sake of brevity called and referred to as “**the said property**”]

AND WHEREAS the said Ramchandra Janglya Bhandari and others under two separate Development Agreements dated 22.09.2005 and 16.11.2005, both duly stamped and registered bearing Registration Number KLN1/5921/2005 and KLN1/6864/2005 respectively granted and entrusted development rights in respect of the said property in favour of one M/s Rainbow Developers at and for the price/consideration and on the terms and conditions mentioned therein and in pursuance thereto also executed the two separate Power of Attorneys dated 23.09.2005 and 16.11.2005, both duly stamped and authenticated under serial number KLN1/656/2005 and KLN1/742/2005 respectively in favour of M/s Rainbow Developers.

AND WHEREAS further by and under the Development Agreement dated 17.04.2008 duly stamped and registered bearing Registration No.KLN2/3204/2008, M/s Rainbow Developers for self and as a constituted attorney for owners Ramchandra Janglya Bhandari and others have transferred and assigned the development rights in respect of the said property in favour of one Vindhyachal Surju Singh along with Anjaneer Kumar Surju Singh and Sanjeev Kumar Panchdev Singh at and for the price/consideration and on the terms and conditions mentioned therein and in pursuance to the said Development Agreement, M/s Rainbow Developers for self and as a constituted attorney for owners Ramchandra Janglya Bhandari and others also executed an Irrevocable General Power of Attorney dated 17.04.2008, duly stamped and authenticated under No.KLN2/210/2008 in favour of Vindhyachal Surju Singh, Anjaneer Kumar Surju Singh and Sanjeev Kumar Panchdev Singh in respect of the said property to do all acts, deed and things set out therein.

AND WHEREAS the said Vindhyachal Surju Singh expired intestate on 25.09.2012 leaving behind him his following legal heirs/representatives:

1. Shri Praveenkumar Vindhyachal Singh,

2. Shri Praveshkumar Vindhyachal Singh,
3. Shri Ajitkumar Vindhyachal Singh,
4. Shri Rajeevkumar Vindhyachal Singh and
5. Shri Dilipkumar Vindhyachal Singh

and the names of such legal heirs are brought on the record of right.

AND WHEREAS one co-owner i.e. Gajanan Jangalaya Bhandari expired on 19.01.2007 and after his demise, his legal heirs and/or legal representative were brought on record in the record of rights vide Mutation entry no. 946 and the legal heirs i.e. Smt. Shantabai Gajanan Bhandari, Smt. Sulochana Ramesh Tare and Smt. Savita Rajesh Thakare and others by and under two different Deed of Confirmation, one dated 10.04.2014 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 2834/2014 and another dated 14.08.2014 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 6278/2014 have confirmed the execution of above said deeds, documents and development agreements in respect of said property.

AND WHEREAS one Co-owner i.e. Raju alias Rajesh Gajanan Bhandari expired on 22.11.2007 and after his demise, his legal heirs and/or legal representative were brought on record in the record of rights vide mutation entry no. 946 and the legal heirs i.e. Smt. Ujwala Raju alias Rajesh Bhandari, Karan Raju alias Rajesh Bhandari and Yojna Raju alias Rajesh Bhandari by and under Deed of Confirmation and Power of Attorney both dated 11.04.2014 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 2918/2014 and 2919/2014 respectively have confirmed the execution of above said deeds, documents and Development agreements in respect of said property.

AND WHEREAS further Smt. Savita Ramesh Thakare, Shri Shailesh Ramesh Thakre, Alpesh Ramesh Thakre and Punam Kailash Patil by and under Deed of Confirmation and Power of Attorney both dated 14.08.2014 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 6278/2014 and 6279/2014 respectively have confirmed the execution of above said deeds, documents and Development agreements in respect of said property.

AND WHEREAS further Harshal Nana Mhatre alias Kene by and under Deed of Confirmation and Power of Attorney both dated 09.09.2016 registered at the Office of Sub-Registrar of Assurances at Kalyan under Sr. No. 9253/2016 and 9254/2016 respectively have confirmed the execution of above said deeds, documents and Developments in respect of said property.

AND WHEREAS in pursuance to the payment of entire consideration by Pravinkumar Vindhyachal Singh and others and receipt thereof by the owners and M/s Rainbow Developers, the entire right, title, interest, possession of the owners and Rainbow Developers stood absolutely vested with the said Pravinkumar Vindhyachal Singh and others and Pravinkumar Vindhyachal Singh and others in order to acquire absolute ownership rights, clear, marketable title free from

encumbrances and doubts with the ultimate effect of the mutation in the revenue records in the name of Pravinkumar Vindhyachal Singh and others, have acquired the undivided share, right, title, interest and possession of the portions of the said property from the respective co-owners under the various sale deeds in the following manner:

- i) That by and under the Deed of Conveyance dated 23.02.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 3927/2021 on even date made and executed by Krishna Gajanan Bhandari as the owner and M/s Rainbow Builders, a partnership firm as the Party of the Third Part, in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 198.73 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 16.7 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 215.43 sq. meters being 1.67% out of the said property.
- ii) That by and under the Deed of Conveyance dated 24.02.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 3952/2021 on even date made and executed by Juglabai Balkrishna Patil as the owner, M/s Rainbow Builders, a partnership firm as the Party of the Third Part, in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 1190 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 100 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 1290 sq. meters being 10% out of the said property .
- iii) That by and under the Deed of Conveyance dated 13.07.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 13051/2021 on even date made and executed by Sudam Maruti Bhandari and Balaram Maruti Bhandari as the owners represented through their constituted attorney M/s Rainbow Builders and M/s Rainbow Builders, a partnership firm as the Party of the Third Part in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 1190 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 100 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 1290 sq. meters being 10% undivided share, right, title and interest out of the captioned property.
- iv) And further appears that under the Deed of Confirmation dated 29.10.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 20138/2021, the said Sudam Maruti Bhandari and Balaram Maruti Bhandari have granted their confirmation and ratification for the execution of the Deed of Conveyance dated 13.07.2021, receipt of full and

final consideration from M/s Rainbow Builders in respect of their undivided share and the same being signed through their constituted attorney M/s Rainbow Builders.

- v) That by and under the Deed of Conveyance dated 13.07.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 13053/2021 made and executed by Bandu Tukaram Lokhande and 53 others as the owners and M/s Rainbow Builders, a partnership firm as the Party of the Third Part in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 5412.12 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 454.8 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 5866.92 sq. meters being 45.48% undivided share, right, title and interest out of the captioned property.
- vi) That by and under the Deed of Conveyance dated 21.10.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 19390/2021 on even date made and executed by Parvatibai Pandit Bhandari and others as the owners and M/s Rainbow Builders, a partnership firm as the Party of the Third Part in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 1190 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 100 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 1290 sq. meters being 10% undivided share, right, title and interest out of the captioned property.
- vii) That by and under the Deed of Conveyance dated 01.11.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 20291/2021 on even date made and executed by Vijay Sitaram Bhandari and Bhagwan Sitaram Bhandari as the owners and M/s Rainbow Builders, a partnership firm as the Party of the Third Part, in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 340.34 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 28.60 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 368.94 sq. meters being 2.86% undivided share, right, title and interest out of the captioned property.
- viii) That by and under the Deed of Conveyance dated 28.12.2021 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 24555/2021 on even date made and executed by Smt. Bebibai Suresh Sonawane as the owners and M/s Rainbow Builders, a partnership firm as the Party of the Third Part, in favour of Pravinkumar Vindhyachal Singh and others, the said Pravinkumar Vindhyachal Singh and others have acquired an area admeasuring 595 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 50 sq. meters out of

Survey No. 15 Hissa No. 4/4 thus totally admeasuring 645 sq. meters being 5% undivided share, right, title and interest out of the captioned property.

- ix) That by and under the Deed of Conveyance dated 13.01.2023 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 1121/2023 made and executed by Suresh Shankar Bhandari and Parvatibai Shankar Bhandari through their constituted attorney M/s. Rainbow Builders, M/s. Rainbow Builders in favour of Pravinkumar Vindhyachal Singh and 6 others, the said Pravinkumar Vindhyachal Singh and 6 others have acquired an area admeasuring 396.27 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 33.3 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 429.57 sq. meters being 5% undivided share, right, title and interest out of the captioned property.
- x) That by and under the Deed of Conveyance dated 17.08.2023 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 18158/2023 made and executed by Bhupendra Maruti Bhandari through his constituted attorney M/s. Rainbow Builders, M/s. Rainbow Builders in favour of Pravinkumar Vindhyachal Singh and 6 others, the said Pravinkumar Vindhyachal Singh and 6 others have acquired an area admeasuring 595 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 50 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 645 sq. meters being 5% undivided share, right, title and interest out of the captioned property.
- xi) That by and under the Deed of Conveyance dated 13.09.2023 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 19952/2023 made and executed by Ujjawal Rajesh Bhandari, Yojna Rajesh Bhandari and Karan Rajesh Bhandari through their constituted attorney M/s. Rainbow Builders, M/s. Rainbow Builders in favour of Pravinkumar Vindhyachal Singh and 6 others, the said Pravinkumar Vindhyachal Singh and 6 others have acquired an area admeasuring 198 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 17 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 215 sq. meters being 1.66% undivided share, right, title and interest out of the captioned property.
- xii) That by and under the Deed of Conveyance dated 18.03.2024 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 5794/2024 made and executed by Chandani Dynaneshwar Bhoir through her constituted attorney M/s. Rainbow Builders, M/s. Rainbow Builders in favour of Pravinkumar Vindhyachal Singh and 6 others, the said Pravinkumar Vindhyachal Singh and 6 others have acquired an area admeasuring 198.33 sq. meters out of Survey No. 15 Hissa

No. 4/2 and an area admeasuring 16.66 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 215 sq. meters being 1.66% undivided share, right, title and interest out of the captioned property.

- xiii) That by and under the Deed of Conveyance dated 18.03.2024 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 5795/2024 made and executed by Ramchandra Gajanan Bhandari through his constituted attorney M/s. Rainbow Builders, M/s. Rainbow Builders in favour of Pravinkumar Vindhyachal Singh and 6 others, the said Pravinkumar Vindhyachal Singh and 6 others have acquired an area admeasuring 198.34 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 16.68 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 215.02 sq. meters being 1.67% undivided share, right, title and interest out of the captioned property.
- xiv) That by and under the Deed of Conveyance dated 18.03.2024 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 5796/2024 made and executed by Hirabai Shankar Bhandari through her constituted attorney M/s. Rainbow Builders, M/s. Rainbow Builders in favour of Pravinkumar Vindhyachal Singh and 6 others, the said Pravinkumar Vindhyachal Singh and 6 others have acquired an area admeasuring 198.33 sq. meters out of Survey No. 15 Hissa No. 4/2 and an area admeasuring 16.66 sq. meters out of Survey No. 15 Hissa No. 4/4 thus totally admeasuring 214.99 sq. meters being 1.67% undivided share, right, title and interest out of the captioned property.

AND WHEREAS after acquisition of the development rights, payment of entire consideration to all the parties involved therein and during the process of acquisition of undivided share, right, title and interest in the said property and pending the mutation to that effect on the extract of 7/12 in favour of said Pravinkumar Vindhyachal Singh and six others, the said Pravinkumar Vindhyachal Singh and 6 others are at all material times well and sufficiently entitled to the said property admeasuring 12900 sq. meters free from encumbrances and doubts under the Agreement dated 17.04.2008 and further under the various conveyances as mentioned hereinabove and accordingly the said Pravinkumar Vindhyachal Singh and six others have transferred and assigned the development rights in respect of the said property admeasuring 12900 sq. meters in favour of the Promoter herein under the Development Agreement dated 17.08.2022 registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 19167/2022 on 18.08.2022 wherein Pravinkumar Vindhyachal Singh and six others joined as the Vendors, Bhupendra Maruti Bhandari and eight others represented through their constituted attorneys Shri Anjaneekumar Surju Singh and Shri Sanjeevkumar Panchdev Singh joined as the Owners and Kishor Raja Patel joined as the Confirming Party in favour of M/s. Dream Maruti Infra a partnership firm as the

Developers at and for the price/consideration and on the terms and conditions mentioned therein and in pursuance thereof, the said Vendors, Owners and Confirming Party also executed Power of Attorney registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 19168/2022 in favour of M/s. Dream Maruti Infra viz. the Promoter herein in respect of the caption property.

AND WHEREAS the said property is affected by reservations of 24 meter road, Primary school reservation and Garden Reservation and on handing over the portion of land affected by road, the said property is located at 24 meter wide road.

AND WHEREAS with an intention to construct the building/s on the said property, the Promoters followed the due procedure of law by submitting the plans for sanction and approval to the Kalyan Dombivali Municipal Corporation and during the course of scrutiny, the area of the property as per possession stood at 12576 sq. metres and after deducting an area admeasuring 2813 sq. meters for 24 meter wide road, 3610 sq. meters for primary School Reservation and 2584 sq. meters for Garden Reservation, the area considered for accommodation policy is 9763 sq. meters and the balance area of the plot available is 3569 sq. meters and as per the accommodation reservation policy, the Promoter shall construct the school building and handover the same to the Kalyan Dombivali Municipal Corporation and shall further handover the portion of garden and road to the Kalyan Dombivali Municipal Corporation and accordingly the Kalyan Dombivali Municipal Corporation has granted the sanction and building commencement certificate under the provisions of Unified Development Control and Promotion Regulation under No. KDMC/TPD/BP/KD/2024-25/23 dated 08.10.2024 and the said sanction presently accords the permission for construction of

- i) Commercial Building comprising of Ground Floor, First floor to six Floor
- ii) Residential Building comprising of basement + stilt (part), Ground Floor (part), First Floor to seven floor podium, eight floor to twenty four floors + twenty five floor (part),
- iii) Educational Building stilt (part), ground (part)+first floor to seven floor (for KDMC)

AND WHEREAS the Promoters has reserved their right to avail, use, utilise the maximum potentiality of Floor Space Index as may be granted by the Kalyan Dombivali Municipal Corporation from time to time on the said building/s or on the said property and every part

thereof and to have further alterations, additions and expansion in the entire scheme of construction known as “\_\_\_\_\_” from time to time as per the sanctioned plans and permissions to be granted by the Kalyan Dombivali Municipal Corporation.

AND WHEREAS in pursuance to the present sanctioned plans and permissions the Promoters herein well and sufficiently entitled to develop the said property by constructing multi-storied buildings thereon and to sell the flats/units on the ownership basis and appropriate the sale proceeds thereof;

AND WHEREAS the Promoters declares that the above referred agreements, deeds, documents, power of attorneys, permissions and sanctions are still, subsisting and completely in force and in terms of said sanctions and permissions the Promoters herein are well and sufficiently entitled to develop said property;

AND WHEREAS as recited hereinabove the Promoters are entitled to develop the said property and carry out the construction of the proposed building/s at their own costs and expenses and to dispose of the flats/units constructed in the building/s on ownership basis and to enter into agreements with the Allottee/Purchaser/s and to receive the sale price in respect thereof and upon such disposal of the flats/units to convey the said land together with the building/s constructed thereon in favour of the co-operative housing society and/or the condominium of the apartment owners or corporate body of all those several persons acquiring the respective flats/units;

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights and the increases and incentives in the floor space index as may be permitted under the provisions of Unified Development Control and Promotion Regulation to be used and utilized on the said property as may be granted by the Kalyan Dombivali Municipal Corporation and to exploit the maximum potentiality floor space index on said property and further the Promoters have given the clear inspection of the plans and specifications to the Allottee/s herein as regards the existing sanctioned building and the further proposed expansion and extension to the said property and the Allottee/s herein is well aware of the same;

AND WHEREAS the Promoters have clearly disclosed and brought to the notice and knowledge that

- (i) there shall be consumption of additional floor space index on the sanctioned buildings as may be permitted by the Kalyan Dombivali Municipal Corporation from time to time.
- (ii) the commercial building is located at front side road touch and the residential building is located at rear side and in education building to be handed over to the Kalyan Dombivali Municipal Corporation is situated in between the commercial and residential building and the position of such buildings in the said project is particularly shown on the plan annexed hereto and the provision of road to the educational building and residential building is also shown on the plan annexed hereto.
- (iii) parking facility is provided in the rear side residential building only and the purchasers of the commercial units in the front side building are also provided with the parking facility in rear side building.
- (iv) the Promoter shall have the discretion to form single co-operative society and/or separate cooperative societies of commercial building and residential building.
- (v) the expenses of common amenities, infrastructural and recreational facilities, maintenance of internal road shall be borne in common by all the purchasers in the said scheme of construction.
- (vi) the conveyance and ultimate transfer of the land and the said two buildings along with the common infrastructural, recreational facilities and amenities will be executed and registered in favour of such society/ societies and / or the Federation as the case may be.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Allottee/s to which the Allottee/s has/have granted his/ her / their consent, the Allottee/s is/are offered a Flat/unit bearing No. \_\_\_\_\_, on \_\_\_\_ Floor, admeasuring \_\_\_\_\_ Sq. meters (Carpet) in the Building No.\_\_\_\_ (residential/commercial building) known as “\_\_\_\_\_” herein after referred to as the “said premises”) being constructed on the said property;

AND WHEREAS the Allottee/s after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction

and its progress thereof and after being satisfied about the same has agreed to enter into this agreement and further declare that he/she/they shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted by the concerned town planning authorities from time to time and accordingly with the above disclosure, the Allottee has agreed to acquire the said flat and to execute the present agreement.

AND WHEREAS the Promoters have entered into an Agreement with an Engineer (Licensed Technical Personnel) duly registered with the Directorate Office of Town Planning Department, Government of Maharashtra.

AND WHEREAS the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Engineer and the Structural Engineer till the completion of the building/ buildings.

AND WHEREAS the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under No. \_\_\_\_\_ dated \_\_\_\_\_;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters Architects 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 Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure "A" and Annexure "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 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 Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure "D".

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 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 Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area of the said premises is \_\_\_\_\_ sq. metres meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Allottee/s has / have paid to the Promoters a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration of the premises agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has/have 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 is/are required to execute a written Agreement for sale of said Premises with the Allottee/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 Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the said premises.

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

1 The Promoters shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the First Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, the premises being Flat/unit bearing No. \_\_\_\_\_, on \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Sq. meters (Carpet) in the Building No.\_\_\_\_ (residential/commercial building) known as “\_\_\_\_\_” (herein after referred to as the “said premises”) being constructed on the said property as shown in the Floor plan annexed hereto for the price / consideration of Rs. \_\_\_\_\_ (Rupees

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Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the

nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos\_\_\_ admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or \_\_\_ podium being constructed in the layout in rear side residential building known as \_\_\_\_\_ for the consideration of Rs. \_\_\_\_\_/-

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout in rear side residential building known as \_\_\_\_\_ for the consideration of Rs. \_\_\_\_\_.

OR

(iii) The Allottee declares that he is not interested and do not intend to have any allotment of parking slot / spaces in the layout / scheme of construction.

1(b) The total aggregate consideration amount for the said Premises including garages/covered parking spaces 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 Promoter the balance amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) and shall be deposited in RERA Designated Collection Bank Account,

Ac Name : Axis Bank

A/C No : 924020072427922

IFSC Code : UTIB0001153

Branch : Khadakpada, Kalyan

situated at Ground Floor, Shop No. 2 to 5, Orbit Commercial Complex Barave Road, Godrej Hill, Khadakpada, Kalyan West, Mumbai, Maharashtra – 421 301.

In addition to the above bank account, The Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 924020067340063 and 924020069205223 respectively.

The Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

- i. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Premises is located.
- iii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.
- iv. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- v. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- vi. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located..
- vii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 95% of the total

consideration) to be paid to the Promoter 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 may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.

viii. Balance Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against and at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of occupancy certificate or completion certificate.

It is hereby agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Allottee/s, calling upon him/her to make payment of the same or via SMS, Email and this will be sufficient discharge to the Promoters.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 Promoter) up to the date of handing over the possession of the said premises.

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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation 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 Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter 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 Promoter 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Premises.

- 2.2 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Allottee/s and the common areas to the association of the owners/ Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/ them 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").

The Allottee agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Allottee/s to the Promoters under this agreement for the period from the due date of payment till the date of the actual payment thereof.

In case the Allottee entered into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Allottee to the Promoter under this Agreement.

The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.

3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ **square meters** as per the sanctioned plans and permissions and Promoters have planned to utilize Floor Space Index as applicable to the extent of \_\_\_\_\_ **sq. metres** as may be permitted under Unified Development Control and Promotion Regulation thereby availing the transferable development rights or floor space index available on payment of premiums or floor space index available as incentive floor space index by implementing various scheme as mentioned in the Unified Development Control and Promotion Regulation or based on expectation of increased floor space index and accordingly the Promoters expect the transferable development rights to the maximum extent as may be available in future on the said property including the future expansion as well as any increases and incentives therein which are applicable to the said Project from time to time. The Promoters have thus disclosed the proposed Floor Space Index to be utilized by him on the project land in the said Project and Allottee/s has/have agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoters by utilizing the proposed floor space index and on the understanding that the declared proposed floor space index shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee/s, the Promoters agrees to pay to the Allottee/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, for every month of delay, till the handing over of the possession. The Allottee/s 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/s 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 promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (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 installments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

- 4.3. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoters shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of

Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

- 4.4. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoters and Allottee/s herein terminated as stated in sub-paragraph herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Premises as are set out in Annexure "E" annexed hereto.
6. The Promoters shall give possession of the said premises to the Allottee/s on or before \_\_\_\_\_. If the Promoters fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Premises 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 said premises on the aforesaid date, if the completion of building in which the Premises 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/s as per the agreement shall offer in writing the possession of the said premises to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoters shall give possession of the said premises to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/ Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Premises are ready for use and occupancy:
- 7.3 Failure of Allottee/s to take Possession of the said premises from the Promoters: Upon receiving a written intimation from the Promoters, the Allottee/s shall take possession of the said premises 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 premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided herein such Allottee/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 Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own

cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act which pertains to defect in workmanship on the part of the Promoters and there shall be no compensation in the defect liability period due to wear and tear as well as any alterations, modifications and changes made by the Purchasers in the said premises.

8. The Allottee/s shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities.
9. The Allottee/s along with other Allottees/Purchaser(s) of premises in the building shall join in forming and registering the cooperative housing society or condominium of apartment owners or any corporate body 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 cooperative housing society or condominium of apartment owners or any corporate body 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/s, so as to enable the Promoters to register the common organization of Allottees/ Purchasers. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
  - 9.1 The 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 Promoter and/or the owners in the said structure of the Building or wing in which the said Premises 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 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 Promoters to the Allottee/s that the Premises is / are ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) 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 cooperative housing society or condominium of apartment owners or any corporate body is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. \_\_\_\_\_ per month towards the outgoings of the said premises. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the cooperative housing society or condominium of apartment owners or any corporate body as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction

provided for in this Agreement) shall be paid over by the Promoters to the cooperative housing society or condominium of apartment owners or any corporate body as the case may be.

- 10) The Allottee/s shall pay to the Promoters on demand -
  - (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/s 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 Promoters in connection with formation of the said cooperative housing society or condominium of apartment owners or any corporate body 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 or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said cooperative housing society or condominium of apartment owners or any corporate body 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 shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said cooperative housing society or condominium of apartment owners or any corporate body 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 cooperative housing society or condominium of apartment owners or federation.

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee/s 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, 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 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 Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s 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 project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Allottee/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 Allottees/ Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser/s;
- x) The Promoters have duly paid and shall 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoters as follows:-
- i) To maintain the said premises the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the 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 Premises is situated and the 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 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 Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/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 Premises in the

same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the 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 committing any act in contravention of the above provision, the Allottee/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 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Premises without the prior written permission of the Promoters and/or the cooperative housing society or condominium of apartment owners or any corporate body.
- 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 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 Premises is situated.

- vii) Pay to the Promoters within fifteen days of demand by the Promoters, their 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 Premises 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 Premises by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix) The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.
- x) The Allottee/s shall observe and perform all the rules and regulations which the cooperative housing society or condominium of apartment owners or any corporate body 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 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 shall also observe and perform all the stipulations and conditions laid down by the cooperative housing society or condominium of apartment owners or any corporate body regarding the occupancy and use of

the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi) Till a conveyance of the structure of the building in which Premises is situated is executed in favour of cooperative housing society or condominium of apartment owners or any corporate body the Allottee/s 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 buildings or any part thereof to view and examine the state and condition thereof.
- xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of cooperative housing society or condominium of apartment owners or any corporate body or Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of cooperative housing society or condominium of apartment owners or any corporate body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15 A. In case the transaction being executed by this agreement between the Promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges/ for services/commission/brokerage to the said Real Estate Agent, shall be paid by the Promoter/allottee/both, as the

case may be, in accordance with the agreed terms of payment.

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 Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter 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. The Promoter shall not mortgage or create a charge on the said premises after the Promoter executes this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such premises.
18. THE Allottee/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee/s.
19. The Promoters have brought to the clear notice and knowledge of the Allottee/s that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoters has brought to the notice and knowledge of the Allottee/s that during the course of construction / development, the Promoters will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the

said property and the Allottee/s is/are aware of the same and the Allottee/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the Allottee under this agreement. The Allottee/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoters. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Allottee/s under this agreement.

20. The Promoters have also brought to the clear notice and knowledge of the Allottee/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the promoters shall safeguard and protect the right and interest of the flat Allottee/s herein in respect of the flat agreement to be acquired by him and the Allottee/s is aware of the same.
21. Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the Allottee/s that it shall be at the sole and absolute discretion of the Promoters:
  - (i) there shall be consumption of additional floor space index on the sanctioned buildings as may be permitted by the Kalyan Dombivali Municipal Corporation from time to time.
  - (ii) the commercial building is located at front side road touch and the residential building is located at rear side and in education building to be handed over to the Kalyan Dombivali Municipal Corporation is situated in between the commercial and residential building and the position of such buildings in the said project is particularly shown on the plan annexed hereto

and the provision of road to the educational building and residential building is also shown on the plan annexed hereto.

- (iii) parking facility is provided in the rear side residential building only and the purchasers of the commercial units in the front side building are also provided with the parking facility in rear side building.
- (iv) the Promoter shall have the discretion to form single co-operative society and/or separate cooperative societies of commercial building and residential building.
- (v) the expenses of common amenities, infrastructural and recreational facilities, maintenance of internal road shall be borne in common by all the purchasers in the said scheme of construction.
- (vi) the conveyance and ultimate transfer of the land and the said two buildings along with the common infrastructural, recreational facilities and amenities will be executed and registered in favour of such society/ societies and / or the Federation as the case may be.
- (vii) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- (viii) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- (ix) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- (x) to decide from time to time when and what sort of document of transfer should be executed.
- (xi) to execute the conveyance of the said property taking into consideration the deduction of areas not in possession,

area affected by road, garden and primary school and that the transfer of land thereto will not be equivalent to the floor space index consumed in the construction of the buildings situated on the such portion of land conveyed in favour of the cooperative housing society or condominium of apartment owners or any corporate body.

and the Allottee/s has/have clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

22. It is clearly brought to the notice of the Allottee and the Allottee/s is/are made aware that Government may impose certain taxes and levies in future and therefore the Allottee/s herein is/are entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Allottee/s agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Allottee/s, then the Allottee/s shall refund and reimburse the same to the Promoters on demand.

23. It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.

24. The Promoters has/have clearly brought to the notice and knowledge of the Allottee/s that there will be changes, modifications, further expansions of the scheme of construction and the Allottee/s has/ have clearly understood the same and in confirmation the Allottee

shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/s herein.

25. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/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 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/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

26. **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.

27. **RIGHT TO AMEND**

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

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/ PURCHASERS**

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/Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

29. **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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/Purchaser(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 said premises in the Project.

31. **FURTHER ASSURANCES**

The Parties herein 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.

**32. 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/s, in after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

33. The Allottee/s and/or 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 Promoters will attend such office and admit execution thereof.

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

Name of Allottee  
(Allottee's Address)  
Notified Email ID:

Name of the Promoter :

M/s. Dream Maruti Infra ,

office at \_\_\_\_\_

\_\_\_\_\_

Notified Email ID:

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

35. **JOINT ALLOTTEE/PURCHASERS**

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Promoters to the Allottee/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 Allottee/Purchaser/s.

36. **Stamp Duty and Registration and statutory taxes and levies** :- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Allottee/s alone. The Allottee/s shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending Allottee/s subject to the provisions of the said Act.

37. **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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

38. **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.

#### FIRST SCHEDULE

All those pieces and parcels of amalgamated land bearing old Survey no. 15/4B, New Survey no. 15/4/2 area admeasuring 11900 sq. meters and Old Survey no. 15/4D, New Survey no.15/4/4 area admeasuring 1000 sq. meters thus totally admeasuring 12900 sq. meters and boundaries of such amalgamated land are as follows:

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

within the limits of Kalyan Dombivali Municipal Corporation and together with all easement rights and benefits.

#### SECOND SCHEDULE ABOVE REFERRED TO

the nature, extent and description of common areas and facilities.

##### A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common area provided
i.	Entrance lobby	31/12/2023	31/12/2023	67.18 sq. mt
ii.	Passage	31/12/2023	31/12/2023	115.73 sq. mt

##### B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities / amenities	FSI Utilized free of
i.	Drivers room		31/12/2023	31/12/2023	24.20 m2	FSI
ii.	Society office		31/12/2023	31/12/2023	38.80 m2	FSI

C.) **Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized free of
i.	NA	-	-	-	-	-
ii.	NA	-	-	-	-	-
iii.	NA	-	-	-	-	-

D.) **The size and the location of the facilities / amenities in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.**

Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
NA	-	-	-	-
NA	-	-	-	-
NA	-	-	-	-

E.) **Details and specifications of the lifts:**

	Type Lift (passenger/service/stratcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger	6	1000 kg	2.5
ii.	Fire	1	1000 kg	2.5

**Note:**

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED  
by the within named  
M/s. Dream Maruti Infra  
through its partner  
Shri \_\_\_\_\_

\_\_\_\_\_

SIGNED & DELIVERED  
by the within named  
**Allottee/s**

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

1

2

## RECEIPT

Received a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) from time to time prior to execution of this  
agreement in the following manner :-

Sr. No.	Date	Cheque No.	Amount	Bank

We say received

M/s. Dream Maruti Infra  
through its partner  
Shri \_\_\_\_\_

Housiey.com