

Revenue Village : Asde Golavali  
 City Survey No. 1923, 1924, 1980 to 1987  
 Wing. **C**  
 Flat No.: **502** on **5<sup>th</sup>** Floor  
 Area | 1055 Sq.Ft (i.e. 98.04 Sq.Mtrs.) Builtup  
 Agreement Value Rs. 81,00,000/-

## **AGREEMENT FOR SALE**

This Agreement made, entered & executed at Dombivli, Taluka Kalyan, District Thane, on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

B E T W E E N

**M/s. DWARKAMAI BUILDERS & DEVELOPERS**, a proprietary firm carrying on the business as Builders & Developers, having its office at, 2 Om Saileela Building, Thakurwadi, Dombivli (West) 421202, Taluka Kalyan, District Thane, through its Proprietor **MR. AJINKYA AMAR KANOJIYA**, by hereinafter called as **The Promoters/Developers** (which expression shall, unless it be repugnant to the context or meaning thereof, mean & include the said firm, its partners, their respective legal heirs, executors, administrators & assigns & that of the last surviving Partner) of the ONE PART;

A N D

**Mr. SAMADHAN SHANTARAM VAIDYA** Age 34 Years, Occupation Service PAN No. AIQPV7655N residing/having address at D/05, Vijay Smruti Society, Pendse Nagar Lane no.4, Near Andra Bank, Dombivali East – 421201, Taluka Kalyan, Dist. Thane, hereinafter called as **The Purchaser** (which expression shall, unless it be repugnant to the context or meaning thereof, mean & include his/her/their legal heirs, executors, administrators & assigns) of the OTHER PART;

### **WHEREAS:**

- A.** The Kalyan-Dombivli Municipal Corporation is the New Town Development Authority declared for the area designated as a site for the New Town of Kalyan-Dombivli by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (hereinafter referred to as '**The said Act**') for the New Town of Kalyan-Dombivli by the Government of Maharashtra in exercise of its powers for the area designated as site for a New Town under sub-section (1) of Section 113 of the said Act;

- B.** The State Government has acquired land within the delineated area of Kalyan-Dombivli and vested the same in **the corporation**, by order duly made in that behalf as per the provisions of section 113 of the said Act;
- C.** In lieu of State Government acquiring land from Mr. Ajinkya Amar Kanojiya under Land Acquisition Act 1898, (hereinafter referred to as "Land Owners").
- D.** Mr. Ajinkya Amar Kanojiya is the Land Owners of the Non-Agricultural land bearing City Survey No. 1923, 1924, 1980 to 1987, , admeasuring 1160.00 Sq.Mtrs., lying, being & situated at Revenue Village Asde Golavali, within the limits of Kalyan-Dombivli Municipal Corporation, Taluka & Sub-Registration District Kalyan, District & Registration District Thane, and more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the Said Land'.)
- E.** The Office of Collector, Thane has given permission for Non-Agricultural use of the said plot of land and thus, the said land is Non-Agricultural Land (the copy of the said NA Order have been annexed hereto).
- F.** In accordance with the said permissions The Owner Mr. Ajinkya Amar Kanojiya, therein as The Owner, have assigned the development rights of the said property to herein.
- G.** Mr. Ajinkya Amar Kanojiya as a Proprietor of M/s. Dwarkamai Builders and Developers, assigned to the Promoters herein have acquired the development rights of the said property from the aforesaid Owners and thereby acquired all the rights of construction of building on the said plot of land consisting of several Flats/Shops/Offices and all the rights to sell, transfer and/or dispose off in any other manner the various Flats/Shops/ Offices in the building proposed to be constructed by them on the said plot of land. The Owners also gave all rights to the Promoters/Developers to demand, accept/receive amount of consideration i.e. sale price of various Flats/Shops/Offices from the various prospective purchasers of the respective Flats/Shops /Offices and accordingly the Promoters/Developers herein have been put in possession of the said property.
- H.** The Developers have got Construction Permission is also granted by The Sub-Divisional Officer, KDMC vide No. KDMC/TPD/B.P./27Village/2021-22/17 dt. 30/11/2021 (the copies of the said Construction permission & Approved Plans have been annexed hereto)

- I.** Advocate Vishal Patil, have investigated about the title of the Owners in respect of the said land and accordingly has issued the Title Certificate based on the Search Reports of Searchers Mr. Mayur N. Surte who had taken searches from 1991. (The copies of the said Title Report & Search Report have been annexed hereto).
- J.** The Promoters/Developers have entered into a standard agreement with M/s. Golden Dimension Civil & Architectural Services, Architects registered with the Council of Architects and also appointed a Structural Engineer and thereby have accepted the professional supervision of the Architect and Structural Engineer till the completion of construction of the proposed building to be constructed on the said land.
- K.** The said land is capable of being developed by carrying out construction of the proposed new building thereon & in view of the said facts, M/s. Golden Dimension Civil & Architectural Services, Architects of the Promoters/Developers have prepared plans, drawings & specifications for the proposed construction of building/s consisting of Ground and 7<sup>th</sup> Upper Floors & got the same sanctioned from KDMC vide No. KDMC/TPD/B.P./27Village/2021-22/17 dt. 30/11/2021 (the copy of the said Construction permission has been annexed hereto).

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

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s 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. M/s. Golden Dimension Civil & Architectural Services 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 Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed.

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the carpet area of the said Apartment is 4996.90 square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the (Flat/Shop/Office) and the balconies/covered parking(if applicable).

AND WHEREAS the Promoters/Developers are presently constructing on the said land, a multi-storied building consisting of various Flat/Shop/Office, in accordance with the said plan.

AND WHEREAS all the documents recited above are valid, in force and binding upon the parties thereto.

AND WHEREAS the Purchaser on coming to know that the various Flat/Shop/Office under construction are offered for sale, expressed his/her/their desire to purchase and/or acquire on ownership basis one Flat No. **502** on **5<sup>th</sup>** Floor in **C** Wing, admeasuring **1055 Sq.Ft.**(equivalent to **98.04 Sq.Mtrs.** Builtup Area (which is inclusive of the areas of balconies) in the building to be known as "**VASTU LABH**" together with all the amenities, fittings and fixtures as mentioned and more particularly described in the Second Schedule (Amenities & Specifications) hereunder written, for the lumpsum price/consideration of Rs.

**81,00,000/-** (Rupees **Eighty One Lakhs** Only) excluding the other charges and expenses mentioned in the various other clauses of this Agreement;

AND WHEREAS upon a request by the Purchaser, the Promoters/Developers have made a full and true disclosure of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser inspection of the Plans and specifications of the said proposed building;

AND WHEREAS the Promoters/Developers agree to sell to the Purchaser and the Purchaser agree to purchase/acquire from the Promoters/Developers the above said Flat/Shop/Office and Under section 13 of the RERA Act, the Promoter is executing this written Agreement for Sale for said flat/Shop/Office with the Purchaser/s for the transfer of said Flat / Shop/Office under the terms and conditions mentioned hereinafter;

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

#### **DEFINITIONS**

- a. **"Agreement"** shall mean this Agreement together with the schedules and Annexure's hereto and any other deed and / or document(s) executed in pursuance thereof.
- b. **"Applicable Law"** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- c. **"Approvals" shall** mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted / to be granted by the competent Authorities in connection with the Project / Building / Unit / Flat and / or the development thereof.

#### **PROJECT**

- 2.1 The Promoter is fully seized and possessed of the said Land and is entitled to construct said land thereby utilizing Area of **[4607.61 sq. Mtrs]** (along with common amenities more particularly described in **Annexure**) and shall be

developed under the name “**VASTU LABH**” (hereinafter referred to as “**the said building**”) situated on said land in accordance with the plans, design, specifications approved by Purchaser’s with only such variation as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications as may be deemed fit and the Promoter have commenced construction of the “**Said Project**” as mentioned in this Agreement as per said approved plan.

2.2 The Purchaser’s hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Purchaser’s, a one Flat No. **502** on **5<sup>th</sup>** Floor in **C** Wing, admeasuring **1055 Sq.Ft.** (equivalent to **98.04 Sq.Mtrs.** Builtup Area (which is inclusive of the areas of balconies) in the building to be known as “**VASTU LABH**” as per the Floor Plan annexed hereto and marked as **Annexure** (hereinafter referred to as “**Said Flat**”) which is more particularly described in **SECOND SCHEDULE** for the consideration of **Rs.81,00,000/- (Rupees Eighty One Lakhs Only)** (hereinafter referred to as ‘**the said Consideration**’) The flat amenities to be provided in the said Flat are described in **Annexure**.

#### **4. CONSIDERATION**

4.1 The aggregate consideration against the said Flat as mutually agreed by us shall be **Rs.81,00,000/- (Rupees Eighty One Lakhs Only Only)** in view of the specific payment schedule of payment offered by us as mentioned hereunder.

4.2 The Purchaser’s has, before execution here of, paid to the Promoter a sum of **Rs.\_\_\_\_\_/- (Rupees in words \_\_\_\_\_Only)** as part payment towards the purchase of the said Flat (the payment and receipt whereof the Promoter hereby admits and acknowledges and of and from the same and every part thereof hereby forever acquits, releases and discharges the Purchaser’s, his heirs, executors and assigns).

The total consideration of Rs 81,00,000/- shall be paid by the Purchaser’s to the Promoter in the manner as pre-negotiated and more particularly described herein below in following manner which has been accepted by Purchaser’s:

Sr. No.	Particulars	Percent	Amount
1.	<b>EMD at the time of booking On completed of 6<sup>th</sup>&amp; 7<sup>th</sup> Slab</b>	<b>10%</b>	8,10,000/-
2.	<b>Upon execution of Agreement</b>	<b>20%</b>	16,20,000/-
3.	<b>Completion of Plinth</b>	<b>15%</b>	12,15,000/-
4.	<b>On completion of 8<sup>th</sup> Slab</b>	<b>10%</b>	8,10,000/-



5.	On completion of 9 <sup>th</sup> Slab	5%	4,50,000/-
6.	On completion of 10 <sup>th</sup> Slab	5%	4,50,000/-
7.	On completion of 11 <sup>th</sup> & 12 <sup>th</sup> Slab	5%	4,50,000/-
8.	On completion of walls, internal Plaster, floorings, doors & windows	5%	4,50,000/-
9.	On completion of Sanitary fittings, staircases, lift wells, lobbies	5%	4,50,000/-
10.	On completion of External plumbing, external plaster, elevation, terraces.	5%	4,50,000/-
11.	On completion of lifts, water pumps, electrical fittings, paving, etc.	10%	8,10,000/-
12.	On Possession upon receipt of Occupancy Certificate	5%	4,50,000/-
	<b>Total</b>	<b>100%</b>	<b>81,00,000/-</b>

4.3 The Purchaser's shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Purchaser's at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Purchaser's shall make over such payment to Purchaser's within 7 days upon receiving a notice of demand (demand letter) from Promoter.

4.4 The consideration 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 Purchaser's 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 cum Invoice being issued to the Purchaser's, which shall only be applicable on subsequent payment.

4.5 The cost of valuation report charges, stamp duty, registration charges, legal charges, conveyance charges of land, MSEDCL deposit, water connection charges and other out of pocket expenses on this transaction shall be borne by the Purchaser's only. Further, the Purchaser's shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty. The Promoter undertakes to make themselves available through authorized representative for purpose of registration at



'Seven day notice' from Purchaser's. The Promoter shall not be liable under any law for any delay, laches and /or negligence shown by the Purchaser's in presenting this agreement for registration before the competent authority.

- 4.6 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser's after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.
- 4.7 Any payments made by the Purchaser's to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the installments of the said consideration. The Purchaser's 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 Purchaser's undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4.8 The consideration is exclusive of contribution (being common maintenance charges as detailed in clause 12.2) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The Purchaser's confirms and agrees that from the date possession of the said Flat is handed over to the Purchaser's, all such taxes, levies and Contribution shall be borne and paid by the Purchaser's.
- 4.9 The 'Purchaser's' shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 4.10 The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.
- 4.11 The Purchaser's shall be liable to pay the amount of Cheque bouncing charges levied by the bank in case of return of cheque by whatsoever reason.

#### **GENERAL RIGHTS AND OBLIGATIONS**

- 5.1 The Promoter shall under normal conditions develop the said building/, in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Purchaser's with only such variations as may be required to utilize the total

available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications as may be deemed fit.

- 5.2 The Purchaser's shall make payment of the installments as stated in payment schedule as mentioned in clause 4.2 above immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.
- 5.3 Without prejudice to its rights and remedies under this Agreement, the Purchaser's hereby agrees that in the event that any portion of the Consideration is not paid by the Purchaser's within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Flat to the extent of the unpaid amount, except the cases where non payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.
- 5.4 The Purchaser's shall also be entitled to proportionate rights in the common areas and facilities appurtenant to the Building, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

#### **TIME IS ESSENCE OF CONTRACT**

- 6.1 Time is essence for the Promoter as well as the Purchaser's. The Promoter shall abide by the time schedule for completing the said building, handing over the said Flat to the Purchaser's and the common areas to the association of the Purchaser's after receiving the occupancy certificate or the completion certificate or both, as the case may be
- 6.2 As per the present development permission, the Promoter is entitled to utilize the Floor Space Index (FSI) to the extent total FSI of available on the said land.
- 6.3 (i) If the Promoter fails to abide by the time schedule for completing the said building/, and handing over the Flat to the Purchaser's, the Promoter agrees to pay to the Purchaser's, who does not intend to withdraw from the Project, interest as specified in the RERA 2016 on all the amounts paid by the Purchaser's, for every month of delay, till the handing over of the possession.
- (ii) Upon the Purchaser's committing default in payment on due date of any amount due and payable by the Purchaser's to the Promoter under this

Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Purchaser's agrees to pay to the Promoter interest at such rates as prescribed in the Rules till the time of payment or realization on all the amounts which become due and payable by the Purchaser's to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser's to the Promoter. However, such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

**(iii)** The possession of the said Flat shall be handed over to Purchaser's by the Promoter only upon receipt of all payments including taxes and other charges within stipulated time.

**(iv)** Breach of any terms and conditions of this agreement and non payment of sums due on time under this agreement shall be deemed as default on part of the Purchaser's. However, in case of default on timely payment, the Purchaser's shall not be in default if he removes/remedies such breach within 15 days of notice from the Promoter to the Purchaser's.

**(v)** Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Promoter or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Promoter Notice of Termination.

- 6.4 **(i)** Without prejudice to the right of the Promoter to charge interest, in terms of sub-clause (ii) of clause 6.3 above, on the Purchaser's committing default in payment on due date of any amount due and payable by the Purchaser's 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's committing three defaults of payment of installments, the Promoter shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter

unless and until the Promoter shall have given to the Purchaser's fifteen days prior notice in writing 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 and default shall have been made by the Purchaser's.

- (ii) That the Purchaser's shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Purchaser's. In case of termination of this agreement as per sub-clause (i) of clause 6.4 above, the Promoter may forfeit up to 10% of agreement value from the consideration amount paid by Purchaser's till the date of termination and shall refund the balance amount to the Purchaser's. Such refund to the Purchaser's shall be within thirty days of termination. Further, Purchaser's shall not be entitled to claim refund from the Promoter the amounts paid by the Purchaser's to the government namely GST, stamp duty, registration and legal charges. Since the Purchaser's has defaulted, the Promoter shall not be liable to pay to the Purchaser's any interest on the amount so refunded. Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Purchaser's challenges such termination before any authority, then Promoter shall be entitled to hold the refund till conclusion of such dispute.

- 6.5 The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and the said building/, are those that are set out in **Annexure** attached herewith. The Promoter shall not be obliged to accept or accede to any request from the Purchaser's for making any changes in the amenities to be provided by the Promoter.

#### **POSSESSION OF FLAT**

- 7.1 The Promoter shall give possession of the said Flat to the Purchaser's on or before \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Flat to the Purchaser's on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser's the amounts already received by him in respect of the Flat with interest at the same rate as mentioned in

sub-clause (i) of clause 6.3 of this agreement from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

- i. war, civil commotion or act of God ;
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii. Any other reason beyond the control of the Promoter.

7.2 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser's as per the agreement shall offer in writing the possession of the Flat, to the Purchaser's in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser's. The Promoter agrees and undertakes to indemnify the Purchaser's in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser's agrees to pay the maintenance charges as determined by the Promoter or association of Purchaser's, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser's in writing within 7 days of receiving the occupancy certificate of the Flat.

7.3 The Purchaser's shall take possession of the Flat within 15 days of the written notice from the Promoter to the Purchaser's intimating that the said Flat is ready for use and occupancy.

7.4 Upon receiving a written intimation from the Promoter as per clause 7.2, the Purchaser's shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the Purchaser's. In case the Purchaser's fails to take possession within the time provided in clause 7.2 such Purchaser's shall continue to be liable to pay maintenance charges as applicable.

## **DEFECT LIABILITY**

- 8.1** (i) If within a such period of five years from the date of handing over the Flat to the Purchaser's, the Purchaser's brings to the notice of the Promoter any structural defect in the Flat or the building in which the Purchaser's 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's shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- (ii) However, if the Purchaser's carries out any alteration or addition or change in the its allotted Flat and/or the Buildings without obtaining prior written permission of the Promoter and the concerned authorities wherever required, or causes damage to the said Flat/building by misuse, the Promoter will not be liable to rectify defect caused due to such alteration, addition or change or misuse and thereafter the Common Organization shall be responsible to rectify the same at their cost and efforts.

## **RESTRICTIVE COVENANT RELATED TO CAR PARKING**

- 9.1.** The PURCHASER'S shall use and occupy the said Flat or any part thereof only for the purpose for which the same has been sold. The PURCHASER'S shall keep the said car parking space as shown in the sanctioned plan of said building, and shall not enclose the same in any manner. The PURCHASER'S shall also use the allotted stilt car parking space for parking the motor vehicle only and shall not park its vehicle in any space except for the allotted car parking space. The PURCHASER'S shall not be allowed to allot/transfer/let-out said car parking space to any outsider/visitor i.e. other than the PURCHASER'S of said Flat. The PURCHASER'S shall be allowed to park only ONE car per car parking and in case he/it park additional car the same shall be treated as breach of this agreement

## **FORMATION OF THE COMMON ORGANISATION**

- 10.1.** The Promoter shall form a Society for the Building within the time frame provided under law. The Purchaser's along with other Purchaser(s) of Flats/Shops in the building shall join in forming and registering the Common Organization for this purpose the Promoter 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 common organization and for becoming a member, including the byelaws of the common organization and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser's, so as to enable the Promoter to register the common organization of Purchaser's. No objection shall be taken by the Purchaser's if any, changes or modifications are made in the draft bye-laws by the Registrar of Co-operative Societies or any other Competent Authority.

#### **CONVEYANCE OF SAID LAND**

- 11.1.** The Promoter together with Confirming Party shall, within three months from the date of receipt of the Occupancy Certificate for the said project situated in or within such period and manner as prescribed as per the prevalent law at that time, cause to convey, the buildings along with common areas and amenities and said land by obtaining/or executing the necessary lease deed (as required under law) of the said land (or to the extent as may be permitted by the corporation) in favor of such Society. Such conveyance shall be in keeping with the terms and provisions of this Agreement.
- 11.2.** (i) **"Common Organization"** means a co-operative society of the flat Purchaser's of the said building/, as the Owner/Promoter decides to form in his discretion, and to whom the Promoter shall transfer and convey the said land and building in accordance with the terms hereof.
- (ii) In the event any of the flats/shop in the said building/, are unsold at the time of formation and registration of the Common Organization, then the Promoter shall retain such unsold flats as the Promoter thereof.
- (iii) Subject to the rights of the Purchaser's to the said Flat not being adversely affected, the Purchaser's shall cooperate in passing necessary resolution confirming the right of the Promoter as and when the Promoter shall require the Common Organization to pass such a resolution, to carry out additional construction on the said building/, as stated in this Agreement, and also confirming the right of the Promoter to sell on ownership basis other flats/shops of the said building/,s.



## COMMON MAINTENANCE CHARGES

**12.1. (i)** Commencing 15 days after intimation cum notice in writing is given by the Promoter to the Purchaser's that the said Flat is ready for use and occupation, the Purchaser's shall be liable to pay for proportionate shares of outgoings in respect of the said land and buildings namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the building of the said land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Flat.

**(ii)** The Purchaser's shall pay to the Promoter a advance maintenance /deposit of Rs. [\_\_\_\_\_] /- (Rupees\_\_\_\_\_ in words) along with applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said building/, (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance of said land is executed in favor of the Society, subject to a maximum period of eighteen months from the date of notice specified in clause 7.1. The amounts so paid by the Purchaser's to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Society as aforesaid. The Purchaser's undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Purchaser's does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.

**(iii)** That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Purchaser's while shifting goods or while getting interior work done in the Flat purchased. The Purchaser's shall be liable to restore the original position of damaged areas at his own cost and effort.

**(iv)** Where the Purchaser's has to make any payment in common with other Purchaser's in said building, the same shall be in proportion

which the carpet area of the said Flat bears to the total carpet area of all the said Flats/Shops in the said land.

- 12.2.** The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above mentioned deposit and yearly/monthly maintenance charges along with applicable GST. All expenses towards maintenance shall be paid from such bank account till the society is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Society. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Purchaser's/society before conveyance of said land.
- 12.3.** All costs, charges and expenses in connection with the formation of the Common Organization, the professional cost of the Advocates or Solicitors for preparing all legal documents shall be borne by the Purchaser's in proportion to the carpet area of the said Flat.
- 12.4.** (i) Provided that the cost of conveyance of the said land to common organization shall be borne by the Purchaser's(s) collectively and they shall come forward to accept conveyance of the said land in the name of common organization formed within 15 days of receiving intimation for such conveyance from the Promoter.
- (ii) The common amenities as specified in **Annexure** shall be conveyed to the common organization upon completion of development of the said land.

#### **DISCLOSURES, PRESENTATIONS AND WARRANTIES OF THE PROMOTER**

- 13.** The Promoter hereby represents and warrants to the Purchaser's as follows:
- a. The Promoter has clear and marketable title with respect to the said land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the said project in terms of Agreement
  - b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said land and shall obtain requisite approvals from time to time to complete the development of the said land;

- c. There are no encumbrances upon the said land;
- d. There are no litigations pending before any Court of law with respect to the said land except those disclosed in the title report;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the, said 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 said land/building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said land/Building/wing and common areas;
- f. The Promoter has 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 Purchaser's created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said land, including the project, and the said Flat which will, in any manner, affect the rights of Purchaser's under this Agreement; The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser's in the manner contemplated in this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Purchaser's in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of Purchaser's the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser's;
- j. The Promoter has 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 building/, to the competent Authorities;

k. 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 Promoter in respect of the , land and/or the , except those disclosed in the title report.

#### **PURCHASER'S'S COVENANTS**

**14.1.** The Purchaser's for himself with intention to bring all persons into whosoever hands the Flats/Shops may come, hereby covenants with the Promoter as follows:

- a.** To maintain the Flat at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- b.** Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser's in this behalf, the Purchaser's shall be liable for the consequences of the breach.
- c.** To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser's and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser's committing any act in contravention of the above provision, the Purchaser's shall be responsible and liable for

the consequences thereof to the concerned local authority and/or other public authority.

- d.** Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoter and/or the Common Organization.
- e.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- g.** Pay to the Promoter within fifteen days of demand by the Promoter, 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 Flat is situated.
- h.** 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 Flat by the Purchaser's for any purposes other than for purpose for which it is sold.
- i.** Until all the dues payable by the Purchaser's to the Promoter under this Agreement are fully paid, the Purchaser's shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part

with the possession of the Flat without obtaining prior written permission from the Promoter.

- j.** The Purchaser's shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/, and the Flats/Shops therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser's shall also observe and perform all the stipulations and conditions lay down by the Common Organization /Apex Body/Federation regarding the occupancy and use of the Flat 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.
- k.** Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Common Organization, the Purchaser's 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 said building/s or any part thereof to view and examine the state and condition thereof.
- l.** Till a conveyance of the said land on which the building in which Flat is situated is executed in favor of Common Organization, the Purchaser's 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 said land or any part thereof to view and examine the state and condition thereof.

The Purchaser's declares and confirms that before execution of this Agreement, the Promoter has disclosed to the Purchaser's the title of the Promoter in respect of the Property, and the Purchaser's has taken inspection of the documents of title provided in Annexures.

- 14.2.** The Purchaser's confirms that it has satisfied itself in respect of title of the Promoter in respect of the said land, and shall not raise any queries/objections in that respect.

**15. RESTRICTIVE COVENANT**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the Purchaser's to the Promoter and unless this agreement is duly stamped under the Bombay stamp Act and registered under the Registration Act, 1908. The Purchaser's shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the Building is conveyed to the entity of Purchaser's.

**16. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE**

The Purchaser's hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat 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 Purchaser's who has taken or agreed to take such said Flat.

**17. BINDING EFFECT**

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



amount shall be returned to the Purchaser's without any interest or compensation whatsoever.

**18. 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 Flat.

**19. RIGHT TO AMEND**

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

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER'S/ SUBSEQUENT PURCHASER'S**

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

**21. SEVERABILITY**

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

**22. METHOD OF CALCULATION OF PROPORTIONATE**

**SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser's has to make any payment, in common with other Purchaser's in property, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats/Shops in the Property.

**23. 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.

**24. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office i.e. Kalyan-Dombivli or at some other place, which may be mutually agreed between the Promoter and the Purchaser's. After the Agreement is duly executed by the Purchaser's and the Promoter 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 Kalyan-Dombivli.

**25. REGISTRATION**

The Purchaser's and/or Promoter 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 Promoter will attend such office and admit execution thereof.

**26. NOTICE OF DEMAND AND NOTICE**

**26.1.** Upon an installment becoming due, the Promoter shall issue a notice of demand cum Invoice giving maximum 15 days' time from date of notice to Purchaser's for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.

**26.2.** All notices including notice of demand to be served on the Purchaser's and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser's and the Promoter by Registered Post A.D/ Speed Post and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Purchaser's shall be barred from claiming the non-receipt of the notice of demand.

**27. JOINT PURCHASER'SS**

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

**28. STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser's.

**29. DISPUTE RESOLUTION**

Any dispute, including that of any adverse material change in any of the parameters in the said building, between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the concerned authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

**30. 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 Mumbai courts will have the jurisdiction for this Agreement.

**31. JURISDICTION:**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Kalyan-Dombivli.

**32. INVESTOR CLAUSE**

The Purchaser's has purchased the said Flat as an Investor. The Purchaser's intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the Purchaser's shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Purchaser's right as an Investor, the Purchaser's may continue to hold the said Flat like any other Purchaser's if he does not sell it within one year.

**FIRST SCHEDULE**

**(Description of said Land)**

ALL THAT PIECE OR PARCEL OF Non-Agricultural land bearing City Survey No. 1923, 1924, 1980 to 1987, admeasuring 1160.00 Sq.Mtrs., Taluka & Sub-Registration District Kalyan, District & Registration District Thane, within the limits of Kalyan Dombivli Municipal Corporation and bounded as follows:

On or towards East : Road

On or towards West : Dattu Patil Chawl

On or towards North : Building

On or towards South : Durga Apartment

**(Flat Description)**

Flat No. **502** , on **5<sup>th</sup>** Floor in **C** Wing, admeasuring **1055 Sq.Ft.** (equivalent to **98.04 Sq. Mtrs.** Builtup Area (which is inclusive of the areas of balconies) in the building to be known as "**VASTU LABH**", at Village Asde Golavali, Dombivli (East), Taluka Kalyan, District Thane.

IN WITNESS WHEREOF the Parties hereto set & subscribed their respective hands & seals on the day & the year first hereinabove written:

SIGNED, SEALED & DELIVERED \$

by the withinnamed PROMOTER:- \$

**M/s. Dwarkamai Builders & Developers** \$

through its Proprietor \$

**MR. AJINKYA AMAR KANOJIYA** \$

\$

\$

\$

In the presence of:- \$

PROMOTERS

1)\_\_\_\_\_

SIGNED, SEALED & DELIVERED \$  
 by the withinnamed PURCHASER:- \$  
**Mr. SAMADHAN SHANTARAM VAIDYA** \$  
 \$  
 \$  
 \$  
 \$  
 \$  
 \$  
 \$

PURCHASER

In the presence of:-

1) \_\_\_\_\_

**RECEIPT**

Received of & from the withinnamed Purchaser the sum of Rs. \_\_\_\_\_/-  
 (Rupees \_\_\_\_\_ Only) as earnest money/part payment/ deposit &  
 subsequent installments towards the agreed price/consideration to be by the  
 Purchaser paid to us in following manner

Cheque No.	Date	Bank	Amount Rs.
			_____
			_____

(Receipt is valid subject to realisation of Cheques)

I SAY RECEIVED Rs. \_\_\_\_\_ /-

**For M/s. Dwarkamai Builders &  
Developers  
Through its Proprietor  
MR. AJINKYA AMAR KANOJIYA  
PROMOTER/DEVELOPERS**

**Witness :**

1. \_\_\_\_\_

2. \_\_\_\_\_