

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this _____ day of _____ in the Christian year **Two Thousand** _____ BETWEEN **M/s. KALASH BUILDERS & DEVELOPERS**, a partnership firm, having office at A/02, Aniruddha Bhoomi, Near D'Mart, New VIVA College Road, Virar (West), Taluka Vasai, District Palghar, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the partners) of the ONE PART

A N D

_____,
_____,
residing at _____

_____,
hereinafter called "THE ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns) of the SECOND PART :-

W H E R E A S :-

a) 1) Mr. Chandrakant Alias Ramchandra Damodar Patil, 2) Mr. Prabhakar Damodar Patil, 3) Mr. Jaywant Damodar Patil, 4) Mr. Prakash Damodar Patil, 5) Mr. Ramesh Damodar Patil, 6) Mr. Damodar Kalya Patil, 7) Mrs. Yamuna Dattastraya Patil, 8) Mrs. Chandrabhaga Alias Sakhubai Narsinha Patil, 9) Mr. Jivan Mukund Patil, are the owners of N.A. land admeasuring H.R. 0-53-33, out of Survey No. 5A (old Survey No. 117), Hissa No. 14, admeasuring H.R. 0-71-1, assessed at Rs.4.81 Paise, lying being and situate at Village DONGRE, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. II (Virar), (hereinafter called "The said Land"), more particularly described in the **First Schedule** hereunder written.

b) By Development Agreement dated 15th May 2008, Mr. Chandrakant Alias Ramchandra Damodar Patil & others (therein called "The Vendors") have agreed to grant the development right in respect of the land admeasuring H.R. 0-53-33, out of Survey No. 5A (old Survey No. 117), Hissa No. 14, admeasuring H.R. 0-71-1, assessed at Rs.4.81 Paise, lying being and situate at Village DONGRE, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. II (Virar) to the Mr. Jayendra Kamlakar Patil, onr of the Partner of **M/s. Kalash Builders & Developers**, (therein called "The Developers"), of the Second Part, and hereinafter called "**The Promoter**", on the terms and conditions mentioned in the said agreement. The said Development Agreement was registered in the office of Sub-Registrar Vasai No. II Virar, under Serial No. 06263/2011, dated 13/05/2011 vide Confirmation Deed dated 13/05/2011.

c) There is a mistake in the name of the Firm which was rectified by the Mr. Chandrakant Alias Ramchandra Damodar Patil & others **M/s. Kalash Builders & Developers** vide Deed of Rectification dated 23/03/2018. The said Deed of Rectification was registered in the office of Sub-Registrar Vasai No. VI, under Serial No. 2051/2018, dated 23/03/2018.

d) The land bearing Survey No. 5A (old Survey No. 117), Hissa No. 14, alongwith other land has been amalgamated and converted into N.A. by the Office of Collector, Thane vide its order bearing No.REV/D-1/T-9/NAP/SR-11/2004, dated 27/02/2004.

e) The Vasai Virar City Municipal Corporation has granted the Development permission for the construction of proposed Residential with Shopline Building on the said land vide its order bearing No. VVCMC/TP/CC/VP-5718/4472/2017-18, dated 13/09/2017. The Vasai Virar City Municipal Corporation have sanctioned **One Building having A,B,C Wings** in the said layout.

f) By **Distribution Deed** dated _____, entered into by and between M/s. Kalash Builders & Developers and i) M/s. Vastu Developers, ii) M/s. Raj Enterprises, **The Tenement of Wing 'B' & 'C'** having Stilt + Ground + 2 upper Floor and consisting of **13 Shops, and 36 Flats** total admeasuring **1857.25 Square metres** (Built up area), of **Building No.1**, to be constructed on N.A. land bearing **Survey No. 5** {(old Survey No. 12, of Village Dongare corresponding Survey No. 117 of Village Naringi,)}, **Hissa No. A14**, admeasuring H.R. 0-71-1, **And land admeasuring H.R. 0-11-6**, out of **Survey No. 5A**, admeasuring **35469 Square metres**, lying being and situate at Village DONGARE (old Village Naringi), has come to the share of M/s. KALASH BUILDERS AND DEVELOPERS.

g) M/s. KALASH BUILDERS AND DEVELOPERS (herinafter called "The Promoter") are constructing the **Wing 'B' & 'C'** of Residential with Shopline **Building No. 1**, known as "**SPARKLE HEIGHTS**", on the the said Land, more particularly described in the **Second Schedule** hereunder written (collectively also referred to as "Said Project"), alongwith common amenities and facilities, gardens, internal roads, pathways, etc.

h) AND WHEREAS the Promoter have entered into a standard agreement with Architect **Ajay Wade & Associates**, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; whereas the Promoter has appointed **Mr. Paresh Unnerkar**, as the Structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoter accepts of professional supervision supervision of the Architect and the structural Engineer till the completion of the building/buildings.

i) AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said land, the said Order, the Development Agreement and the Plans, designs and specifications prepared by the Promoter's Architects **Ajay Wade & Associates**, and of such other documents as are specified under the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and Transfer Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.

j) AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Flats/Shop are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed

to be purchased by the Allottee/s approved by the concerned local authority have been annexed hereto and marked **Annexure ‘___’, ‘___’ and ‘___’ respectively.**

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

l) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____;

m) AND WHEREAS the Promoter have accordingly commenced construction of the said Building in accordance with the said plans.

n) Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein

with respect to the said Flat, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

o) AND WHEREAS the Allottee/s has/have agreed to purchased from the Promoter **Flat/Shop No. ____** on _____ Floor, **in Wing 'B' & 'C' of Residential with Shopline Building No. 1, known as "SPARKLE HEIGHTS", situated at Village DONGARE (old Village Naringi), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. II (Virar).**

p) AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs. _____ (Rupees _____)** only, being part payment of the sale price of the flat agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter do and each of them doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.

q) AND WHEREAS under **Section 13** of the said Act the Promoter are required to execute a written Agreement for sale of said flat to the Allottee/s, being in fact these presents and also to register said agreement under the Registration Act, 1908.

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

1. The Promoter are constructing the said Building consisting of **Ground+___ upper floors** on the said land in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:

PROVIDED THAT the Promoter shall have to obtain prior consent in writing to the Allottee/s in respect of such variations or modifications which may adversely affect the flat of the purchaser.

2. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s one **Flat/Shop No.** _____ of the **Carpet area** admeasuring _____ sq. metres(**which is inclusive of the area of balconies**), on _____ **Floor** as shown in the floor

plan thereof hereto annexed and marked Annexures '____' in **Wing** '___', of Residential with Shopline **Building No. 1**, known as **"SPARKLE HEIGHTS"**, (hereinafter referred to as "The Flat/Shop") for the price of **Rs. _____/- (Rupees _____ only)**, including the proportionate price of the common areas and facilities appurtenant to the premises, which are more particularly described in the **Second** Schedule hereunder written. The Allottee/s hereby agrees to pay to that Promoter amount of purchase price of **Rs. _____/- (Rupees _____ only)**, in the following manner:-

The Allottee/s hereby agrees to pay to that Promoter amount of purchase price of **Rs. _____/- (Rupees _____ only)**, in the following manner:-

- | | |
|---------------------------------|-------------|
| a) On Booking | Rs. _____/- |
| b) On Registration of Agreement | Rs. _____/- |
| c) On Completion of Plinth | Rs. _____/- |
| d) On Completion of 1st Slab | Rs. _____/- |
| e) On Completion of 2nd Slab | Rs. _____/- |
| f) On Completion of 3rd Slab | Rs. _____/- |
| g) On Completion of 4th Slab | Rs. _____/- |
| h) On Completion of 5th Slab | Rs. _____/- |
| i) On Completion of 6th Slab | Rs. _____/- |
| j) On Completion of 7th Slab | Rs. _____/- |
| k) On Completion of 8th Slab | Rs. _____/- |
| l) On Completion of 9th Slab | Rs. _____/- |
| m) On Completion of 10th Slab | Rs. _____/- |

n) On Completion of Wall (Blockwork)	Rs. _____/-
o) On Completion of Internal Plaster	Rs. _____/-
p) On Completion of External Plaster	Rs. _____/-
q) On Completion of Flooring	Rs. _____/-
r) On Completion of Terrace Waterproofing	Rs. _____/-
s) On Completion of Door fitting	Rs. _____/-
t) On Completion of Windows fitting	Rs. _____/-
u) On Completion of External Plumbing	Rs. _____/-
v) On Completion of Internal Plumbing	Rs. _____/-
w) On Completion of Electrical Fittings	Rs. _____/-
x) On Possession	Rs. _____/-
=====	=====
TOTAL	Rs. _____/-
=====	=====

Time being is the essence of the Contract.

- The carpet area of the said Flat as defined under the provisions of RERA, is _____ square metres.
- The said Flat also has attached balcony/ies aggregately admeasuring _____ square meters (“Balcony”). All balcony/ies attached to flats in the Project shall be for the exclusive use of the Allottee of such flats and are being given without any consideration.

- The Promoter has also agreed to permit the Allottee(s)/s, without any consideration whatsoever, exclusive but limited right to use _____ square meters usable area of the said Flat (“Usable Area”).

3. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Flat/Shop and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies (including any increase thereof) on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

4. The Promoter shall confirm the final Carpet area that has been allotted to the Allottee/s after the construction of the said Project is complete and the Occupation Certificate is granted by the VVCMC or such other concerned authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the said Flat shall be recalculated upon

confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date on which such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount proportionately from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Flat.

5. The Sale 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 Allottee/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 being issued to the Allottee/s, which shall only be applicable on subsequent payments.

6. 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/statutory authority including VVCMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee/s, obtain the Occupation Certificate in respect of the said Flat/Shop.

7. The Promoter hereby declares that the Floor Space Index available in respect of the said land is _____ square metres only and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said Floor Space Index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Flat Purchser all the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said land the Promoter have utilised any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Allottee/s.

8. The Allottee/s agrees to pay to the Promoter interest at **SBI Prime Lending Rate plus 2%** per annum on all the amounts which become due and payable by the Allottee/s to the Promoter under the terms of this agreement from the date of the said amount is payable by the purchaser to the Promoter.

9. On the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/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 Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their own option to terminate this agreement :

Provided Always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s fifteen days prior notice in writing of their 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 Allottee/s in remedying such breach or breaches within a reasonable time after the giving of such notice:

Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s the instalment of sale price of the Flat which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoter, 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 their absolute discretion think fit.

10. If for making payment of the Sale Consideration the Allottee/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Premises then the same shall be subject to the consent and approval of the Promoter. In the event of the Allottee/s committing default of the payment of the installments of the Sale Consideration or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Allottee/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Allottee/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Allottee/s has/have cleared the mortgage/debt/charge within 15 (fifteen) days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Allottee/s shall be entitled to the refund of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the owner (if any) towards the said Premises and (paid by him/her/them to the Promoter towards the Sale Consideration) to the extent so as to clear the mortgage/debt/charge on the said Premises. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Allottee/s shall be entitled to the refund of the balance amount standing credited to the account of the Allottee/s (if any) with the Promoter towards

the said Premises. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Allottee/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the installments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter his/her/their proportionate share to make up such deficit.

11. Notwithstanding anything contrary contained herein, in case the Allottee/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to

the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 4 from the Sale Consideration and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.

12. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

13. The fixtures, fitting and amenities to be provided by the Promoter in the said Building and the Flat are those that are set out in Annexure '___' annexed hereto.

14. The Promoter shall give possession of the Flat/Shop to the Allottee/s on or before _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in

respect of the Flat/Shop with simple interest at **SBI Prime Lending Rate plus 2%** per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee/s they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flats/Shops are situated or were to be situated:

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/Shop is to be situated is delayed on account of:-

- (i) War, Civil Commotion or act of God;
- (ii) Any force majeure events;
- (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (iv) Any stay order / injunction order issued by any Court of Law, competent authority, VVCMC, statutory authority;

(v) Any other circumstances that may be deemed reasonable by the Authority.

(vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from the concerned authority;

- In the event the Allottee/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Allottee/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the “Date of Possession” and all obligations of the Allottee/s related to said Flat after taking possession thereof shall be deemed to be effective from the Date of Possession.

15. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the VVCMC or other 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 Real Estate Project and/or the said Land. Until the Society is formed and the Society Conveyance (defined hereinafter) is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

Provided that if within a period of Five years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any defect in the Flat or the building in which the Flat are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

16. The Flat Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of RESIDENCE similarly the Shop Allottee/s shall use the Shop or any part thereof or permit the same to be used only for the purpose of COMMERCIAL.

17. The Allottee/s along with other purchasers of flats/Shops in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Allottee/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member, including the bye-laws of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within ____ days of the same being forwarded by the Promoter to the Allottee/s, so as to enable Promoter to register the organisation of the Allottee/s under Section 10

of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rule, 1964. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft by-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.

18. Unless it is otherwise agreed to by and between the parties here to the Promoter shall, within ____ months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance/assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this Agreement.

19. Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Flat/Shop is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion

to the floor area of the Flat/Shop) of outgoings in respect of the said 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 said land and building/s. Until the Society Limited Company is formed and the said land and building/s transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

The Allottee/s further agrees that till the Allottee/s's share is so determined the Purchaser shall pay to the Promoter provisional monthly contributions of Rs_____. Per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid Subject to the provisions of Section 6 of the said Act, on such conveyance/assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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

- i) Rs. _____ for legal charges.
- ii) Rs. _____ for share money, application entrance fee of the Society or Limited Company.
- iii) Rs. _____ for formation and registration of the Society or Limited Company.
- iv) Rs. _____ for proportionate share of taxes and other charges.

Total Rs. _____

21. The Promoter shall utilize the sum of Rs. _____ Paid by the Allottee/s to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

22. At the time of registration the Allottee/s shall pay to the Promoter the Allottee/ss share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

23. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, both hereby covenant with the Promoter as follows:-

a) To maintain the Flat/Shop a Allottee/s's own cost any good tenantable repair and condition from the date of possession of the Flat/Shop is taken and shall not do or suffered to be done anything in or to the building in which the Flat/Shop is situated staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof.

b) Not to store in the Flat/Shop 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/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop 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.

c) To carry at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same conditions, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffering to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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.

d) Not to demolish or cause to be demolished the Flat/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains pipes in the Flat/Shop and 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 Flat/Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 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/Shop is situated or any part thereof or whereby any increase 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/Shop in the compound or any portion of the said land and the building in which the Flat/Shop is situated.

- g) Pay to the Promoter within _____ days of demand by the Promoter, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.

- h) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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/Shop by the Allottee/s viz., user for any purposes other than for residential purpose.

- i) The Allottee/s shall not let, sub-let, transfer, assign or part with Allottee/s interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if

the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.

j) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company 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 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 Society/Limited Company regarding the occupation and use of the Flat/Shop 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 building in which Flat/Shop is situated is executed the Allottee/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 and buildings or any part thereof to view and examine the state and condition thereof.

24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. The Allottee/s shall at no time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

26. All costs, charges and expenses to be incurred in connection with the formation of Apex Body as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders/Purchaser of the flats/premises etc. in all the buildings/wings of the said Layout. The Promoter shall not be liable to contribute anything towards such expenses.

27. The Allottee/s and the person/s, to whom the said Flat/Shop is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Building may require for safeguarding the interest of the Promoter and/or the Purchaser and other Allottee/s.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats/Shops or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoter until the said land and Building is transferred to the Society/ Limited Company as hereinbefore mentioned.

29. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

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

31. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s, by Registered Post A.D./Under Certificate of posting at his/her address specified below:-

Viz. _____

32. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the Terrace Flat/s in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Allottee/s. The said terrace shall not be enclosed by the Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the Limited Company.

33. The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat/Shop including on this Agreement. The Allottee/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter and Allottee/s or their agents will attend such office and admit execution thereof. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

34. The Promoter as per RERA Act and RERA Rules shall submit application/s to the competent authorities to form co-operative housing society to comprise solely of the Allottee/s of Flats/Shop in "**SPARKLE HEIGHTS**", under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder.

35. The Promoter has informed the Allottee that there may be common access road and any other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other Allottee(s) of flats/Shops in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately.

36 RIGHT TO AMEND:

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

37. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

38. **METHOD OF CALCULATION OF PROPORTIONATE SHARE** Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the said Building, the same shall be in proportion to the carpet area of the said Flat/Shop to the total carpet area of all the other premises/units/areas/spaces in the said Building.

39. **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.

40. **DISPUTE RESOLUTION:** Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

41. **GOVERNING LAW:** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Palghar District, and the Courts of Law in Palghar District will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

42. **LEGAL ADVICE:** The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Building and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

43. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made thereunder/said Act and the rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of N.A. land admeasuring H.R. 0-53-33, out of Survey No. 5A (old Survey No. 117), Hissa No. 14, admeasuring H.R. 0-71-1, assessed at Rs.4.81 Paise, lying being and situate at Village DONGRE, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. II (Virar).

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat/Shop No. _____, on the _____ Floor, admeasuring _____ Square metres (Carpet area), in _____ Wing, in the Building known as “SPARKLE HEIGHTS”, constructed on N.A. land admeasuring H.R. 0-53-33, out of Survey No. 5A (old Survey No. 117), Hissa No. 14, admeasuring H.R. 0-71-1, assessed at Rs.4.81 Paise, lying being and situate at Village DONGRE, Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai No. II (Virar).

ANNEXURE
LIST OF AMENITIES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL TO THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the)
)
withinnamed "THE PROMOTER")
)
M/s. KALASH BUILDERS &)
DEVELOPERS,)
)
a partnership firm,)
represented by its partner)
)
Mr. _____,)
)
)
in the presence of)

1.

Name :

Address :

2.

Name :

Address :

SIGNED AND DELIVERED by the)

withinnamed"THE ALLOTTEES/S")

SHRI/SMT. _____)

_____)

in the presence of)

1.

2.

RECEIPT

RECEIVED the day and the year first)

hereinabove written of and from the)

withinnamed ALLOTTEE/S, the sum)

of Rupees _____)

_____)

as and by way of earnest money,)

paid by him/her/them to us.)

Rs. _____ **/-**
=====

WITNESSES :-

WE SAY WE HAVE RECEIVED.

1.

2.

PROMOTER.

DRAFT