

AGREEMENT FOR SALE

This AGREEMENT made and entered into at Navi Mumbai on this ____th day of _____ 201_, **BETWEEN M/s. Dinsha Builders & Developers Pvt. Ltd. through its authorized Director Shri Punit Dineshchandra Shah** age 42 years Indian Inhabitant, having office at – 6 & 7, Ground Floor, The Affairs Building, Plot No. 9, Sector-17, Palm Beach Road, Sanpada, Navi Mumbai - 400705. **(Having Company PAN No. AACCD0337Q)**, hereinafter called as **‘The Developer/s’** (Which expression shall unless it be repugnant to the context or meaning there of be deed to mean and include **his/their** heirs, executors, administrators and assigns) of the **ONE PART**.

AND

Mr. _____ (Having PAN No. _____), adult, Indian Inhabitant, having address at _____. Hereinafter called **‘The Purchaser/s’** (Which expression shall unless it be repugnant to the context or meaning thereof be deed to mean and include **his/her/their** heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS the City and Industrial Development Corporation of Maharashtra Limited, a Government company within the meaning of the Companies Act, 1956 (hereinafter referred to as **“THE CORPORATION”**) having its office at ‘Nirmal’, 2nd floor, Nariman Point, Mumbai – 400021, is the New Town Development Authority, under the provision of subsection (3-a) of Section-113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) hereinafter referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113 (1) of the said Act, acquired the land described therein and vesting such lands in the same Corporation for development and of such place of land so acquired by the State Government and subsequently vested by the State Government in the Corporation for being leased to its intending Lessees.

AND WHEREAS the Corporation under Gaothan Expansion Scheme/ 12.5% Scheme leased to **1)Shri. Narayan Shantaram Patil** **2)Shri. Namdev Shantaram Patil** both residing at - Gavhan, Post-Ulwe, Tal-Panvel, Dist-Raigad. (Therein referred to as **THE LESSEE**) vide **Agreement to Lease dated 7/12/2011** for a period of 60 years computed from the date of Agreement to Lease, a plot admeasuring about **299.97 Sq. Mtrs.** bearing **Plot No. B-60, Sector-19B**, at **Ulwe**, Navi Mumbai. (hereinafter referred to as the '**SAID PLOT**') for the purpose of **residential** use for proper premium of **Rs. 3,750/- (Rupees Three Thousand Seven Hundred Fifty Only)** and has handed over the physical possession of the said plot to the Lessee. The said **Agreement to Lease dated 7/12/2011** is duly registered on **7/12/2011** and vide **Registration Receipt No. 12154** and **Document Sr. No. PVL3 - 11949-2011**. The details of the Said Plot are specified in the **First Schedule** herein under attached.

AND WHEREAS the Lessee has sold, assigned & transferred all their rights, title and interest in respect of the said plot to **M/s. Dinsha Builders & Developers Pvt. Ltd. through its authorized Director Shri Punit Dineshchandra Shah** having office at-6 & 7, Ground Floor, The Affairs Building, Plot No. 9, Sector-17, Palm Beach Road, Sanpada, Navi Mumbai - 400705. and accordingly a **Tripartite Agreement dated 21/12/2011** has been executed between CIDCO Ltd., The Lessee and **M/s. Dinsha Builders & Developers Pvt. Ltd.** and there by CIDCO Ltd. has transferred the said plot in the name of **M/s. Dinsha Builders & Developers Pvt. Ltd.** The said **Tripartite Agreement dated 21/12/2011** is duly registered on **21/12/2011** vide **Registration Receipt No. 12722 & Document Sr. No. PVL3- 12507-2011.**

AND WHEREAS After registration of **Tripartite Agreement dated 21/12/2011** CIDCO Ltd. finally transferred the Said Plot in the name of **M/s. Dinsha Builders & Developers Pvt. Ltd.** and such final Letter Ref. No. **CIDCO / VASAHAT / SATYO / ULWE-312+386/2012** dated **10/01/2012** is issued by the CIDCO Ltd. to **M/s. Dinsha Builders & Developers Pvt. Ltd.**

AND WHEREAS the Developer has submitted **his** plans for the construction of a **residential** building on the said plot and subsequently the CORPORATION has issued Commencement Certificate on **4/12/2015** vide their letter bearing Ref. No. **CIDCO/ B P- 13514 / TPO (NM&K) /2015 /1370** for commencing construction on the said plot as per the plans and specifications approved by the Town Planning Authorities.

AND WHEREAS the Developer alone has the sole and exclusive right to sale the Flats in the building being constructed by The Developer on the said plot and to enter into agreements with the Purchaser/s of the said Flats etc. and to receive the Sale Price in respect thereof.

AND WHEREAS the Developer has got verified the title of the said Land/Plot from **Shri. Sachin S. Tambat** an Advocate annexed hereto is a copy of the Title Certificate as **Annexure "A"**

AND WHEREAS the Developers has now commenced construction of the Complex /Building on the said Plot in accordance with sanctioned plans and the Developers are desirous of selling flats in the said proposed Complex/Building. The building being constructed on the said plot shall be known as **“OLIVE”**.

AND WHEREAS the Purchaser/s demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said plots, and the plans, designs and specifications prepared by the “ARCHITECTS” and such other

documents as are specified under the Maharashtra Ownership Flat Act 1963 (hereinafter referred to as “**THE SAID ACT**”) and the rules made there under. The purchaser/s have satisfied themselves about the Title of the Developer to the said Land/plot and declares that they shall not be entitled to raise any objection or requisition to the same or any matter relating to title or otherwise whatsoever.

AND WHEREAS the Developer is the lawful owner of the **Flat No. _____, _____Floor, admeasuring about _____Sq. Mtrs., Carpet Area** in the building known as “**Olive**” on **Plot No. B-60, Sector - 19B**, at **Ulwe**, Navi Mumbai.

AND WHEREAS the Purchaser/s have agreed for purchasing the said **Flat No. _____, _____Floor, admeasuring about _____Sq. Mtrs., Carpet Area** in the building known as “**Olive**” on **Plot No. B-60, Sector - 19B**, at **Ulwe**, Navi Mumbai.(Hereinafter referred to as the “**Said Premises**”) for a total consideration of **Rs. _____/- (Rupees _____ Only)**.

AND WHEREAS the Developer has agreed to sale **Flat No. _____, _____ Floor, Plot No. B-60, Sector – 19B**, at **Ulwe**, a price and on the terms and conditions hereinafter appearing.

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

- 1) The Developer shall under normal condition construct a building comprising of residential Flats on the said **Plot No. B-60, Sector – 19B**, at **Ulwe, Navi Mumbai** in accordance with the plans, designs, specifications approved by the Concerned Authority with only such variations and modifications as the Developer may consider necessary or as may be required by Concerned Authority.

- 2) The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sale to the Purchaser/s the **Flat No.____, ____Floor, admeasuring about ____Sq. Mtrs., Carpet Area** (hereafter called “**The Said Premises**”) in the building known as “**Olive**” on **Plot No. B-60, Sector – 19B,** at **Ulwe,** Navi Mumbai, for a total price of **Rs.____/-(Rupees _____ Only).** **Copy of the plan of said Premises is attached herewith and shall be considered as Part and Parcel of the present Agreement. The above consideration is** exclusive of other charges, expenses, delayed payment & the reimbursement of water and electrical services connection charges and deposits, CIDCO development fund contribution, water connection charges, NMMC Taxes, Sales Tax, Service Tax, duties and charges, stamp duty and registration charges, Legal charges, and all other charges if any that may be levy by CIDCO Ltd or any other local authority or by the Government.
- 3) The Purchaser/s agree to pay to the Developers the purchase price of **Rs.1600000/- (Rupee Sixteen Lac Only)** as provided in the Second schedule hereunder written, it is hereby expressly agreed that the time for the payment of each of the installment set out in the **Second Schedule** shall be the essence of the contract. It is decided that if the Purchaser will fail to make the payment as per the schedule then the Developer shall be entitled to levy the delayed payment charges @ 24% p.a. on all the amount due and payable by the purchaser/s to the Developer and if the delay is increased for more than **30 days** from due date then the Agreement of the said premises hereby made will become liable to be cancelled, at the sole option of the Developer. **In such event 25% of the purchase price of the said Flat shall stand forfeited and balance shall be refunded to the Purchaser/s, but without any interest, compensation, damage or cost and only after the Developers sell the Flat to any other prospective buyer and receive the consideration from new buyer.**

AND WHEREAS the Developer acknowledges the receipt of a sum of **Rs._____ /- (Rupees_____ Only)** paid on or before the execution of this Agreement being the part and advance payment out of the total sale price or the said **Flat No._____**

- 4) If the Purchaser/s surrenders his/her/their Flat for any reason of whatsoever nature in any stage during the construction, the Developers are entitled to forfeit the **25%** of the amount paid by the Purchaser/s and will refund the balance amount without any interest. In this case, the Purchaser/s will not be entitled to any claim in respect of Registration, Stamp Duty or interest paid by him/her/them.
- 5) The Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Developers as and when demanded:
 - a) Legal and document charges at the time of execution of this Agreement.
 - b) Charges for valuation report, if required.
 - c) Water resource development charges and Development charges of CIDCO Rs.80000/-.
 - d) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
 - e) Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO/CIDCO or other Government authority.
 - f) Electricity connection, meter deposit, MSEB service charges, cable charges and transformer.
 - g) Property Tax from the date of **Possession of Said Flat.**
 - h) Service Tax, **VAT Tax, LBT OR** Cess or any other taxes or charges levied by the state or Government authorities.
 - i) CIDCO Transfer Charges.
 - j) Any other charges, taxes and expenses levied by the Government authorities.

- 6) The Fixture, fittings and amenities to be provided by The Developer in the Flats and in the said building are those that are set out in the **Third schedule** attached hereto.
- 7) The Developer shall be entitled to allot parking space to the purchasers/buyers of the units in the Building, on first come first serve basis subject to the terms and conditions as applicable thereto.
- 8) The Developer shall Endeavour to hand over possession of the Flat/Shop to the Purchaser/s on receipt of full and final payment.
- 9) The Developer shall in respect of any amount unpaid by the Purchaser/s as per the Agreement have a first lien and/or charge over the said premises agreed to be acquired by the Purchaser/s.
- 10) The Developer shall not be liable for any loss/damage or delay due to MSEB causing delay in sanctioning and supplying electricity or due to the Corporation or concerned local authority causing delay in supplying permanent water connection or such other service connections necessary for using/ occupying the said premises.
- 11) Possession of the said premises shall be delivered by The Developer to the Purchaser/s on or before **April 2018** and the Purchaser/s shall take possession of the Said Flat within a period of 10 days from the Developer giving written notice to the Purchaser/s intimating that the said Flat ready for use and occupation. And the Purchasers shall use the Flat for the purpose of their residence/commercial use only. He/ She /they shall use the parking space if any allotted to him/her/them only for the purpose of parking their own vehicle. The Developer shall not incur any liability if they are unable to deliver the possession of the said premises by the date & time aforesaid if the building is delay by any reason beyond their control or due to “Act of God”.
- 12) The Purchaser/s shall be entitled to take possession of the said Flat if the Purchaser/s has/have duly observed and performed

all the obligations and stipulations contained in this Agreement and on the part of the Purchaser/s to be observed and performed and also duly paid to the Developers all and whatsoever amounts payable by the Purchaser/s under this Agreement & not otherwise.

- 13) The Developers has informed the purchaser/s and the Purchaser/s is/are aware that he/she/they shall use the Said Flat only for the Residential purposes & shall not carry out any commercial activity, usage from the Said Flat.
- 14) The Purchaser/s shall have no claim in respect of the particular premises hereby agreed to be acquired i.e. Lobbies, stair case etc. which will remain the property of the Developer until the whole property is transferred to the proposed co-operative society or a limited Company or any other legal body as the case may be, subject to however such conditions and covenants as the Developer may impose. The Developer will have absolute, exclusive right & control over the said unsold property such as unsold open space, unsold terrace, and unallotted parking space even after the Developer conveys the property in favour of the proposed Co-Operative Society or a limited Company or any other legal body as the case may be.
- 15) If there is any increase in FSI or any other benefits then such benefits shall go to the Developers. The Purchaser/s or any other member of the proposed co-operative housing society or a limited Company or any other legal body shall not raise any objection to the Developer utilizing such increased FSI and other benefits and that will be the sole property of the Developer and the Developer will be entitled to dispose of the same as per his will and wish and the Purchaser hereby giving consent to the same.
- 16) The Developers hereby declares that the Floor Space Index available in respect of the said Plot is 1.50 with 15 % commercial utility. The Developers has obtained the sanction from CIDCO for Residential use. The Developers have reserved their right to utilize such permissible FSI for commercial

purposes, as they may deem fit and necessary. The Purchaser/s shall not be entitled to object for such commercial utilization by the Developers in any manner whatsoever. The Developers has represented to the Purchaser/s that no part of the said FSI has been used/utilized or will be utilized by the Developers elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the Developers has utilized FSI of any other Plot by way of floating F.S.I. then the Developers shall disclose the particulars of such FSI to the said Co-op Society in which the Purchaser/s shall be admitted as the member thereof.

- 17) The Purchaser agrees and binds himself/herself to pay regularly to the Developers until the lease or transfer of the property is executed in favor of the proposed co-operative housing society or a limited Company or any other legal body as the case may be, the proportionate share Rs. 39000/- or as that may be decided by the Developer in respect of the following out goings.
 - a) Outgoings for the maintenance and management of the building, common light, and other out goings and connection charges incurred in connection with the said plots.
 - b) All Municipal assessment bills and Taxes and outgoing that may from time to time be levied against the said plots and/ or buildings i.e. Water taxes and other charges etc.
 - c) The Purchaser shall deposit initially for 1 year before taking possession such sum as directed by the Developers towards the aforesaid expenses till they said plot/building will be transferred in the name of the proposed Co-Operative Society/limited Company or any other legal body as the case may be.

- 18) It is agreed that one or more of the premises in the building are not taken/purchased or occupied by any person, firm or company other than the Developer at the time the building is ready for part occupation, they will be deemed to be the owners thereof until such premises are agreed to be sold by the Developer. The Purchaser/s shall from the date of possession maintain the said premises at his/her/their own cost in a good or tenantable condition and shall not do or suffer to be done anything to the said building or the said premises, staircase and common passages which may be against the rules or bye-laws of the corporation or of the builder or Limited company or such other legal body as the case may be. No structural / architectural / alteration / modification or changes shall be carried out by the Purchaser/s to the said premises. The Purchaser/s shall be responsible for breach of any Rules and Regulations as aforesaid.
- 19) The Purchaser agreed Not to store in the Premises any goods which are hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the building in which the Flat etc. is situated or storing of goods which are objected by the Concerned Authority or other Authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the premises is situated. Any damages caused to the construction or structure of the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach of this clause.
- 20) The Purchaser is agreed to carry at his own cost all internal **fitting and fixture** to the said Premises in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do and suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given and to observe the Rules and

Regulations and bye-laws of Concerned Authority, Co-operative company or any other Authority. And in the contravention the above provision, the Purchaser shall be responsible and liable for consequences thereof to Concerned Authority and any other public Authority.

- 21) The Purchaser/s shall not at any time demolish or to cause to be demolished the premises or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof, nor any alteration in the elevation and outside cover scheme of the building in which the premises is situated and shall keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good, tenable and repair conditions, and in particular so as to support shelter and protect the other part of the building in which the premises is situated and shall not chisel or in any other damage to columns, beams, walls, slabs, or R.C.C. parapet or other structural members in the premises without the prior written permission of the Developer and/or in Limited Company or Apartment Owners Association under Maharashtra Ownership Flat Act.
- 22) The Purchaser shall not to do or permit to be done any Act or things which may render void, voidable any assurance of the said land and the building in which the Premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- 23) The Purchaser shall not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land & building in which the premises is situated.
- 24) The Purchaser shall observe and perform all the Rules and Regulations which the Society or Apartment Owners Associations or the Limited Company may adopt at its inception and the additions alterations/documents thereof that may be made from time to time for protections and maintenance of the said building and Flats therein, and the observance and

performance of the building rules, Regulations and bye-laws for the time being of concerned authority and of Government and other bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by the Society or Apartment Owners Association/Limited Co. regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

- 25) The Purchaser/s shall not let, transfer, assign or part with Purchaser's interest or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the permission in writing of the Developer and CIDCO Ltd. for such a transfer.
- 26) It is agreed that till the conveyance of the **Plot No. B-60 and the** building in which premises is situated is executed, the Purchaser shall permit the Developer and their Surveyors and agents with or without workmen and other, at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the estate and conditions thereof.
- 27) The parking space in the compound of the building shall be used for vehicle parking only by the Purchaser/s of units in the building to whom the parking space is allotted, no other Purchaser/s of any other premises in the building or any person on his/her behalf shall park his/her vehicle in the parking space specifically allotted & assigned to the Purchaser/s herein.
- 28) The Developers shall after the said society or body corporate and/or other organization shall have been duly registered and after the completion of the said Complex/building and after all the Flat and all in said Complex/building shall have been sold

and disposed off by the Developers and after the Purchaser/s of all the Flats and unit in the said Complex/building shall have paid in full all their respective dues payable to the Developers and strictly complied with all the terms and conditions of their respective Agreements with the Developers thereafter the Developers shall procure Deed of Assignment/Deed of Conveyance or other document transferring the said plot together with the Complex/building in favour of the said society. All the costs and expenses for Deed of Assignment/Deed of Conveyance shall be borne by the Purchasers/s.

- 29) The Purchaser/s along with the other Purchaser/s of Flats in the building shall join in forming and registering a Co-Op Housing Society or Limited Company or Legal body or Apartment Owner's Association and also from time to time to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation of the Co-Op Housing Society or Apartment Owner's Association and for becoming a member including the byelaws of the proposed Society or Apartment Owner's Association, duly fill in and sign, so as to enable the Developer to Register organization of the Purchaser/s under section 10 of the Act. within the time limits prescribed by rule 8 of the Maharashtra Ownership Flat rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft/bye-laws or the memorandum and/or articles of the Association as may be required by the Registrar of Companies as the case may be or by any other competent authority. The Stamp Duty, Registration Fees and Legal Charges for all the above things shall be born and paid by the Purchaser/s proportionately.
- 30) The Purchaser/s shall not let, sublet, transfer or assign or part with possession of the said premises or any portion thereof without the consent in writing of the Developer. The Purchaser/s and the person to whom the said premises let, sublet, transferred or assigned or given possession thereof, shall

from time to time sign all applications, papers and documents and to do all acts, deeds and things as the Developer and Limited company and/or Legal body as the case may be require for safe guarding the interest of the Developers and/or the other Purchaser/s in the said Building. The person to whom the said premises is let, sublet, transferred or assigned shall observe and perform all the bye-laws, rules and regulations with which the Purchaser/s bind himself as per this Agreement.

- 31) The Developers Advocates shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also the Memorandum and Articles of Association of the Limited Company or the Legal body in connection with the formation and registration of the co-operative society or Limited Company or Legal body and his cost shall be born and paid by the Purchaser/s proportionately.
- 32) Stamp duty, Registration charges, Sales Tax, Service Tax and any other charges incidental to this Agreement for sale shall be borne and paid by the Purchaser/s only.
- 33) The Purchaser/s shall at no time demand partition of their interests in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is importable and it is agreed by the Purchaser that the Developer shall not be liable to execute any documents for that purpose in respect of the said Flat in favor of the Purchaser.
- 34) The Purchaser/s has/have pursued and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agrees and undertakes that notwithstanding anything to the contrary contained herein or in the said documents he/she/they shall be bound and liable to pay to the Developers his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the Said Flat from the period referred herein and in accordance with the provisions of this Agreement.
- 35) All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if

sent to the Purchasers by registered post or under certificate of posting at their address as specified below:-

Address: - _____,
_____,
_____.

- 36) This Agreement shall always be subject to the terms and conditions of the said **Agreement to Lease dated 7/12/2011** executed in favour of the **Shri. Narayan Shantaram Patil** and other one **Tripartite Agreement dated 21/12/2011** executed in favour of **M/s. Dinsha Builders & Developers Pvt. Ltd.** as mentioned above and the rules and regulations, if any made by CIDCO Ltd. and/or the Government of Maharashtra, NMMC and/or other Authority governing the said transaction.
- 37) During the course of construction, if the Purchaser/s is/are desirous of visiting the said property, the Purchaser/s shall obtain a written permission from the Developers. During such Visits to the Site, in case if there is any accident/ mishap or casualty then the Developers will not be responsible or liable in any manner whatsoever.
- 38) The Purchaser/s hereby express his/her/their express consent to raise any loan against the said plot and/or the said building under construction and to mortgage the same with any Bank or Banks or any other Financial Institution. This consent is on the express understanding that any such loan; liability shall be cleared by The Developer at his own expenses on or before the formation of the co-operative society, limited company or any other legal body.
- 39) The Developer shall at all the times hereinafter at the request and cost of the Purchaser/s execute any document or documents as the Purchaser/s may require for perfectly securing the title of the said **Flat No._____** unto the Purchaser/s and The Developer doth hereby agree to indemnify the Purchaser/s for any loss or damage incurred by the Purchaser/s for lack of title on part of The Developer.

40) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act. 1963 and the Maharashtra Ownership Flats Rules. 1964 as amended up to date or any other provisions of Law applicable thereto.

FIRST SCHEDULE

THE DESCRIPTION OF THE PROPERTY

All the peace and parcel of land known as **Plot No. B-60, Sector – 19B**, at **Ulwe**, Navi Mumbai. containing by admeasuring about **299.97 Sq. Mtrs.** or thereabout and bounded as follows.

On or towards the North by : Plot No. B-59

On or towards the South by : Prop 9.00 Mtrs. wide Road.

On or towards the East by : Plot No- B-61, B-62.

On or towards the West by : Prop 9.00 Mtrs. wide Road.

SECOND SCHEDULE
PAYMENT SCHEDULE

(All amounts, charges payable within 10 days from the date of demand)

Total Amount	Rs. /-
Amount Received	Rs. /-
Balance Amount	Rs. /-

SCHEDULE	%
On Booking	15%
On Commencement of Plinth	15%
On Commencement of 1 st Slab	10%
On Commencement of 2 nd Slab	10%
On Commencement of 3 rd Slab	10%
On Commencement of 4 th Slab	10%
On Commencement of 5 th Slab	10%
On Commencement of Internal & External Plaster work and Brick work	5%
On Completion of Electric work	5%
On Completion of Colour work	5%
On Possession	5%
TOTAL	100%

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

By the within named ‘**The Developer/s**’

M/s. Dinsha Builders & Developers Pvt. Ltd.

through its authorized Director

Shri Punit Dineshchandra Shah

In the presence of.....

1.

2.

SIGNED, SEALED AND DELIVERED

By the within named ‘**The Purchaser/s**’

Mr._____

In the presence of.....

1.

2.

RECEIPT

RECEIVED amount of Rs._____-/- (Rupees _____
Only) by cheque from _____, the Purchaser/s being the part payment for
the sale of **Flat No.**_____,____st **Floor**, admeasuring about_____ **Sq. Mtrs., Carpet Area** in the building known as "**Olive**" to be
constructed on **Plot No. B-60, Sector- 19B**, at **Ulwe**, Navi Mumbai.

Mode of Payments:

Sr. No.	Ch. No.	Date	Bank Name	Amount
1				
2				
3				
			Total	

I/WE SAY RECEIVED

Rs. _____/-

M/s. Dinsha Builders & Developers Pvt. Ltd.

through its authorized Director
Shri Punit Dineshchandra Shah

WITNESSES:-

1. _____

2. _____

To,
Mr.

Dear Sir,

**Sub: Reservation of allotment of Flat No. , on floor, in the building "DINSHA'S OLIVE",
plot no.8, sector-9, ulwe, navi Mumbai, tal.Panvel, Dist.Raigad.**

We are pleased to inform you that we have agreed to allot/sell and you have agreed to purchase a Flat No.____,on the____floor,in the proposed building "DINSHA'S ORCHID", plot no.8,sector-9,ulwe,navi Mumbai,tal.Panvel,Dist.Raigad, for the aggregate price of **Rs._____-/- (RUPEES_____only) "SCHEDULE OF PAYMENT"** for the same is annexed herewith.

In addition to the lumpsum price agreed, you have to bear the charges towards the Stamp Duty,Registration,Proportionate Charges for the Electric & water connection,CIDCO transfer charges, water resources development charges, Electric cable laying, Legal Fees, Development charges, Infrastructure Charges, Municipal taxes, Property tax applicable to land & building, Lease deed charges & stamp duty, registration charges applicable to Land, fees if any payable to the corporation, local authority, or to the government, and service taxes and also such other charges,penalties,escalation,which shall if at any time here in after be imposed by the corporation, government or local authority as the case may be.

Please note that the reservation of the Flat is subject to the various terms & conditions laid down by CIDCO LTD.,

The area of the above said flat will be_____ **Sq.Ft.Carpet Area+_____ Sq.Ft. Flower Bed Area**, It is accepted by the party that the carpet area shall mean the area of the rooms plus the notional balcony area, the door jambs area, cupboard area, flower bed area,chajjas,loft area, recessed area below the window cills,terrace area,(if any) which are exclusively attached to the Flat internally or externally as also proportionate area towards stilt, stair case, common passage, common toilets rooms at the top terrace level, lift machine room area & all other common areas apportioned to the said Flat.

It is specifically agreed by and between us that ***time of payment according to the Schedule of payment is the essence of the contract***, for the payment of all instalments.all the payment should be made within '7' days from the demand. In case you commit default in payment of any one instalment, this reservation of allotment shall stand automatically cancelled and all the amounts paid by you shall be refunded to you without interest after deducting all expenses, charges and losses.however, financial service charges for delayed payment will be charged at 24% p.a. interest.

Regular agreement of sale will be executed in due course of time and also after the detailed particulars sought for are furnished by you.

Navi Mumbai, this_____day of NOVEMBER, 2014.

Yours faithfully,

I/WE CONFIRM

DINSHA BUILDERS & DEVELOPERS PRIVATE LIMITED

Through its Director

"PURCHASER"

Witness :

- 1.
- 2.

This is subject to receipt & realization of cheque
(Subject to jurisdiction of Navi Mumbai/Thane)