

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane, on this _____ day of _____ 2016, BY AND BETWEEN M/S. ABHINANDAN ENTERPRISES, a partnership firm, having office at- 5, Vrindavan, Ram Maruti Road, Naupada, Thane (W.) through its Authorised Partners 1) Shri Jitendra Kanji Gala, 2) Shri Rajiv Amrutlal Gala, Both Adults, Occu- Business, hereinafter referred to as the 'PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its existing partner/s, last surviving partner/s, successor in title, executors, administrators and assigns etc.) of the ONE PART;

AND

SHRI/SMT/MESSERS _____
adult/s and residing at

_____,
hereinafter referred to as the 'PURCHASER/S', (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his/her/their respective heirs, executors, administrators and assigns etc.) of the OTHER PART;

WHEREAS:-

WHEREAS one Shri Suryakant Anandrao Bhojne, (since deceased, hereinafter referred to as 'Deceased Shri Suryakant') vide registered Deed of Conveyance dated 30th January, 1959 registered under Sr. no.169 dated 30.1.1959 with the Sub Registrar, Thane, purchased and acquired from the previous owner Shri Kesarinath Sadanand Somane, all that piece and parcel of land plots of land situate at Mouje Chendani, Taluka and District Thane within the limits of erstwhile Borough Municipality Thane, then bearing survey no. 77-A, Hissa no. 4 (Part) and 77-A, Hissa no. 6 (part), totally admeasuring 603 sq. yards corresponding to 504.19 sq. meters, now corresponding to

Tika no. 23 City Survey No. 9, now situate within the limits of Municipal Corporation of the City of Thane, hereinafter referred to as 'Said Corporation', registration District and Sub District, Thane which is more particularly described in the Schedule 'I' of property hereunder written and shown on the plan annexed herewith and marked as ANNEXURE 'A', surrounded by red color boundary line, hereinafter referred to as 'Said Land';

AND WHEREAS pursuant to the said conveyance deceased Suryakant acquired the physical, legal and vacant possession of the said land with all right to hold and possess the same as the absolute owner thereof with further specific right to carry on any construction of building thereupon;

AND WHEREAS pursuant to the said conveyance, name of deceased Suryakant came to be mutated in the revenue records and as such, deceased Suryakant during his life time in the concerned revenue records was shown as the absolute owner, holder of the said land;

AND WHEREAS said land long back was awarded N.A. permission by concerned N.A. Authority vide permission No.147;

AND WHEREAS deceased Suryakant during his life time constructed upon the said land, a building, consisting of ground plus three upper floors, popularly known as 'Girivihar', comprising of 10 tenements and allotted the said tenements from time to time to various tenants on monthly tenancy basis, but retained with himself and in his possession, the tenement situate on 1st, 2nd and third floor, admeasuring 1500 sq. feet carpet area, consisting of 7 rooms, hereinafter referred to as 'Owners premises';

AND WHEREAS during the passage of time said land came to be included within City Survey limits of the city of Thane and as such the office of City Survey created records of right in the form of property card extract and as per the said record, the said land came to be allotted as stated above, Tika no. 23, CTS no.9 and

upon the PR card in respect of said land, the name of deceased Suryakant came to be recorded as the owner / holder thereof;

AND WHEREAS deceased Suryakant died intestate on 19th September, 2010 leaving behind him, Smt. Sudha Suryakant Bhojne and Shri Girish Suryakant Bhojne (hereinafter referred to as 'said heirs of deceased Suryakant') as his only heirs to succeed to the said land and the said building and to become thereby the owners and landlords of the tenants of the said Girivihar building as per the law of succession by which deceased Suryakant were governed at the time of his death;

AND WHEREAS upon demise of the said deceased Shri Suryakant on the basis of the Death certificate, the names of the said heirs of deceased Shri Suryakant came to be recorded in the PR card, in place of deceased Suryakant, as the Successors and Holders of the said land;

AND WHEREAS the said heirs of deceased Shri Suryakant had also acquired the absolute possession of the said owners' premises after the death of deceased Suryakant;

AND WHEREAS at the relevant time the said heirs of deceased Shri Suryakant had decided to sale and transfer all their rights, titles and interests in, over and upon the said land, said old building, together with the liability of the then existing tenants and by handing over the vacant and peaceful possession of the said owners premises, to the interested purchaser and accordingly was in search of such purchaser. The Promoters herein is a partnership firm involved in the business of land development and construction activities and was in search of the suitable property which it could acquire and would develop the same in due course of time;

AND WHEREAS the Promoters when came to know about aforesaid intention of the said heirs of deceased Shri Suryakant approached them and expressed its wish to purchase and

acquire the said land together with said then existing Girivihar and along with the responsibility of the then existing tenants. Upon the talks and negotiations, the said heirs of deceased Shri Suryakant vide the Deed of Conveyance dated 17/09/2013 duly registered with the Sub Registrar of Assurances, Thane at Serial No.TNN1-6994-2013 dated 17/09/2013, sold, transferred and or conveyed the said land together with said then existing Girivihar Building to the Promoters herein. Pursuant to the said Conveyance the names of the Promoters herein has been recorded in the PR Card, the copy whereof is annexed herewith and marked as ANNEXURE "B";

AND WHEREAS the Promoters/Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure '____';

AND WHEREAS pursuant to the said Conveyance, the Promoters herein acquired all the rights, title and interest in, upon and over the said land and also acquired the lawful possession thereof along with said then existing Girivihar Building together with the liability of the said tenants. The Promoters devised the scheme for the development of the said land and as such approached the then tenants and upon obtaining their co-operation/consent for the same proceeded with the development of the said land;

AND WHEREAS the Promoters then appointed M/s. Jitesh Pawar and Associates, as the Architect for preparation and submission of the plans of the proposed development over the said land. The Promoters have also appointed M/s. Ajay Mahale & Associates as the RCC consultants for the said project;

AND WHEREAS the appointed Architect then prepared and submitted the plans of the development of the said land. The Thane Municipal Corporation, has duly sanctioned the said plans vide VP No.S02/0156/15 TMC/TDD/1597/15 dated 15/12/2015 and The Commencement Certificate bearing No. VP

No.S02/0156/15 TMC/TDD/1701/16 dated 24/02/2016, the copy whereof are annexed herewith and marked as ANNEXURE ____;

AND WHEREAS the Promoters have then demolished the then existing Girivihar building and then commenced the construction of the proposed new building as per the said sanctioned plans and specifications;

AND WHEREAS in order to certify the title of the Promoters over the said land, Advocate Manish Krishnaji Chippalkatti, caused to be published the Public Notice dated 14/10/2016 in the daily News paper Thane Vaibhav. Pursuant to the said notice, the said Advocate did not receive any objection/s from anybody.

AND WHEREAS the Promoters also caused to be carried our search from Mr. Sachin Patil the Search Clerk, in the office of Sub Registrar, Thane for the period from 1954 till date. Said Shri Sachin Patil has submitted his Search Reports dated 13/09/2013, 5/7/2013 and _____. The copies whereof are annexed and collectively marked as ANNEXURE ____;

AND WHEREAS the title certificate dated _____ issued by Advocate Shri Sanjay Shriram Borkar is annexed herewith and marked as ANNEXURE ____;

AND WHEREAS the Promoters have now undertaken the development/erection of the said new building upon the said land as per said approved plan and same is under progress. The Promoters have specifically disclosed that even though presently construction of the proposed new building as per the said approved plan is granted. The promoters shall by making use of balance FSI and/or potential TDR and/or by way of amalgamation of other neighbourhood property the Promoters may construct additional upper floors upon presently sanctioned building and for such purposes may from time to time cause revision and amendment to said approved plan and/or obtain

revise approval thereto as may be required under law and thus the development as shown or disclosed presently in the said approved plan may undergo amendment, alteration, improvement and/or addition as may be permitted by competent authority from time to time;

AND WHEREAS the Promoters have offered for sale the various premises/galas/shops situate in the proposed new building. The Purchaser herein, came to know about the said development over the said land and as such with an intention to purchase and acquire suitable premises in the proposed new building approached the Promoters. The Purchaser/s herein has/have after inspection of site and after inspection of all the above mentioned documents and being satisfied about the Promoters' title over the said land and right to carry out the development and sale and transfer the various premises situate therein, has decided to purchase and acquire a premises therein.

AND WHEREAS, the Promoters/Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No____.

AND WHEREAS the Purchaser after inspection, verification and confirmation has decided to purchase and acquire Flat/Shop/Office premises No. _____ on _____ floor, admeasuring _____ sq. ft. carpet area, situate in the building being erected on the said land. The Promoters have as aforesaid disclosed to the Purchaser required information about their title to the said land and furnished the copies of all aforesaid documents in compliance of the provisions of Section 3 of the MOF Act. Parties in the premises have had discussions and negotiations, and after such discussions and negotiations, Promoters have agreed to allot on ownership basis, above stated Flat/Shop/Office premises no._____ on _____ floor, admeasuring _____ sq. ft. carpet area in the building being

constructed over the said land, marked in Blue colour boundary line in the plan at ANNEXURE _____, more particularly described in the SCHEDULE hereunder written, hereinafter referred to as SAID PREMISES; as per the aforesaid sanctioned plans and specifications to the Purchaser for a purchase price of Rs. _____/- (Rupees _____ Only) and upon the terms and conditions more particularly stated herein. The Purchaser has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being the part payment of the said price and agreed to pay the balance of the said price in the manner hereinafter appearing. Under section 4 of the said MOF Act, the Promoter is required to execute a written agreement for sale of the said Flat/Shop/Office premises to the Purchaser, being in fact these presents and also to register said agreement under the registration Act. Accordingly the parties are executing this agreement, the terms and conditions whereof as under.

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

- 1) The recitals mentioned above shall be part and parcel of this agreement.
- 2) The Promoters shall construct the said building/s on the said land in accordance with the plans, designs, specifications approved by the said Corporation and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the said Corporation/the Government to be made in them or any of them. The Purchaser/s doth hereby give his/her/their consent for making any such variation and modification and/or additions and alterations in the plans and specifications of the said building/s and/or the said approved layout of the said land i.e. approved plan. This consent shall be treated

as the consent given by the Purchaser/s as provided under Section 7 of the M.O.F. Act. The Promoters shall be freely and absolutely entitled to construct any additional building/s on the said land and/or additional floor/s in and upon the said building/s, by obtaining such other and further FSI as per the development control rules and regulations of the said Corporation and/or by obtaining the T.D.R. and/or FSI of any other property and/or by obtaining the FSI of the neighborhood properties and/or in any other manner whatsoever. The Promoters shall further be entitled to change the present layout as disclosed in the said Approved Plan and relocate the locations of the said building/s, other common areas, facilities, access road, parking areas etc. at any time and/or at all times till completion of the entire development project of the said land by consumption of all presently available FSI or future FSI including the TDR/DR etc. The completion of said building/s and/or obtaining of occupation certificate of such building/s will not be treated or construed as completion of the development scheme of the said land and even after obtainment of such occupation certificate, the Promoters being the in-charge of the development project, shall continue to have all right of relocation of layout plan and/or access road, etc. till completion of entire development project, as aforesaid; of said land. The Purchaser/s doth hereby give his/her/their informed consent/no objection for all the aforesaid relocation/alterations/additions /amendments / Revisions etc. particularly after verification of the said sanctioned plan, disclosure made by Promoters to the purchaser about the title and potentiality of the development etc. henceforth the purchaser shall not make any grievances about the right of the Promoter of consumption of balance or additional FSI/TDR etc.

and/or about giving of aforesaid consent by the purchaser on any grounds whatsoever.

- 3) The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the said premises i.e. one Flat/Shop/Office premises being No._____, to be situated on _____ floor, of carpet area admeasuring _____ sq. feet to be erected/being constructed on the said land, marked in Blue colour line in the plan at Annexure ____ and more particularly described in the Schedule hereunder written. The proposed project to be known as "GIRIVIHAR", for the price of Rs._____ (Rupees _____ only) inclusive of proportionate price of common areas facilities apparent to the said premises. The nature extent and description of common/limited common areas and facility is more particularly mentioned in Schedule ____, hereunder written. The Promoters have requested the Purchaser/s to pay purchase price as per the details given below and the Purchaser/s has/have agreed to pay the aforesaid purchase price in time; a and, accordingly, the above said purchase price is fixed and finalized.

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

4)The Promoters doth hereby admit and acknowledge the receipt of the amount as mentioned in clause (a) above and doth hereby release and discharge the Purchaser/s from the payment thereof and or every part thereof.

In fact the Purchasers have paid following amounts to the Promoters:

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

(The receipt whereof the Promoters doth hereby admit and acknowledge, and release, discharge and acquit the Purchaser/s from the payment thereof and or every part thereof.

The balance consideration amounting to Rs. _____ (Rupees _____ only) shall be payable by the Purchaser/s to the Promoters in the manner contended hereinabove. The Purchaser/s has/have been informed by the Promoters that all payment payable as per above said installments, shall be paid by A/C PAYEE CHEQUE or DEMAND DRAFT, PAYABLE IN THE NAME OF THE PROMOTERS HEREIN. Time shall be the essence of this contract. The Purchaser/s shall not commit any delay and/or default in the payment of any of the installments mentioned hereinabove. After completion of plinth and/or respective slab and/or maturing of respective installment in the manner mentioned hereinabove, the Promoters shall issue a letter in writing to that effect at the address of the Purchaser/s mentioned hereinabove. Such letter shall be sent by RPAD/Courier and upon issuance of such letter by RPAD/Courier, it shall be presumed that the provision of issuance of letter mentioned herein has been duly complied with. Upon issuance of such letter, the respective installment shall be paid within 7 days from the date of issuance of letter. In case, if any delay and/or default is committed by the Purchaser/s in the payment of such installment, the Promoters shall be entitled to take all such steps for breach of contract as contemplated under the provisions of law. In addition to such steps and without prejudice to the right to take such steps for breach of contract, the Promoters shall also be entitled to the interest

@24% per annum for the delayed period in respect of each such installment, the payment whereof shall be delayed. In case if the respective installment is not paid within 7 days, then as aforesaid interest shall become due and payable on the amount of the defaulted installment. After expiry of period of 7 days, the promoters shall issue notice of 15 days inter alia informing the purchaser that, if the defaulted and/or due installment is not paid along with the interest that may accrue thereupon within 15 days from the date of issuance of said 15 days notice, then this agreement shall stand terminated. Upon such termination what ever consideration till then might have been paid by the purchaser, shall be refunded after deducting therefrom the 10% amount of the agreed consideration towards the cancellation expenses. Upon expiry of said period of 15 days, the Promoter shall become entitle to allot, alienate and or transfer the said premises to any other person of their choice and the purchaser herein shall not have any right to object to such allotment and/or transfer.

3. The specification of the said building, in which the said premises is situate as well as list of amenities to be provided to the said premises and the nature and description and extent of common areas and facilities and/or limited common area and facilities if any, are more particularly described in ANNEXURE '____' hereunder written.

The Promoter has disclosed to the Purchaser that as per existing DC Rules and Regulations _____ sq.ft. FSI is permitted to be consumed/utilized. In addition to that _____ sq.ft. of TDR is permissible to be loaded in addition to this presently available development potentiality, additional development potentiality if become available, anytime hereafter then the Promoter

may utilize or construct such additionally permissible FSI/TDR/DR etc. The Purchaser agree and undertake not to raise or take any objection or obstruction in promoter's said right in any manner whatsoever.

4. The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulation and restrictions if any, which may have been imposed by the corporation at the time of sanctioning the said Approved plans or thereafter as well as the conditions imposed in NA Order and shall before handing over possession of the said premises to the purchaser apply to and/or obtain from the concerned local authority, occupation and/or completion certificates in respect of the said premises.
5. The Promoters shall give possession of the said premises to the Purchaser/s on or before 31/12/2018. However, the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building in which the said premises are to be situated is delayed on account of:
 - a) Non-availability of steel, cement, other building/s material, water
 - b) Electric supply;
 - c) War, civil commotion or act of God;
 - d) Any notice, order, rule, notification of the Government and or other public or competent authority said Corporation and/or the Court of Law.
 - e) Any other circumstances beyond the control of the Promoters.
6. The Purchaser/s shall take possession of the said premises within 15 days of the Promoters giving written notice to the Purchaser/s (by R.P.A.D./courier),

intimating that the said premises are ready for use and occupation. If within a period of one month from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the said premises or the material used therein in the construction of the said building/s, then, wherever possible such defects shall be rectified by the Promoters at their own cost. In case however if such defect occurred due to any act of the Purchaser then Promoters shall not be liable to rectify such defects. In case of conflict in this regard, the dispute shall be referred to the decision of the competent authority as mention in Sec 7(2) of MOF Act.

7. From the date of issuance of notice mention in clause _____ above, the Purchaser/s shall be liable for the payment of all outgoings such as maintenance charges, cess, taxes, etc. in respect of the said premises. In case for any reason at the request of the Purchaser, the Purchaser is given liberty to enter into the said premises for doing furniture works, then from the date of such liberty, the Purchaser shall become liable for the payment of the above stated charges.
8. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/commercial and/or for such other purpose as may be permissible by law and/or under DC Rules of the said corporation.
9. The Purchaser/s along with other purchasers of flats premises in the building/s shall join in forming and registering the Society or a Limited Company to be known by name, i.e. GIRIVIHAR CO.-OP. HOUSING SOCIETY and/or under such other name as to be determined by the Promoters in their sole desecration and for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the

formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filled in, sign and return to the Promoters within 7 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable Promoters to register the organization as per the rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) 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 Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any Competent Authority.

10. Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of all outgoings in respect of the said land and the said Building/s namely local taxes, betterment charges or such other charges that shall be levied by the said Corporation and/or Government, water charges, insurances, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and other common amenities etc. 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 Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Promoters provisional monthly

contributions of Rs. _____/- (Rupees _____ only) per month for the premises towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until the conveyance is executed in favour of the society or a limited company or apex body as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoters to the Society or the Limited Company as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said premises may come, doth hereby covenant with the Promoters as follows:
 - a) To maintain the said premises at the Purchaser/s's own cost in good tenantable repair and condition from the date of possession of the said premises taken and shall not do or suffered to be done anything in or to the building/s in which the said premises are situated, and/or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building/s in which the said premises are situated and the said premises itself or any part thereof.
 - b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of building/s in which the said premises are

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 which may damage or likely to damage the staircases, common passages or any other structure of the building/s in which the said premises are situated, including entrances of the building/s in which the said premises are situated.

- c) Not to change the elevation of the said building/s in any manner whatsoever.
- d) To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffered to be done anything in or to the building/s in which the said premises are situated or the said premises which may be against the rules and regulations and bye-laws of the said Corporation or the 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 arising therefrom.
- e) Not to demolish or cause to be demolished the said premises or any part thereof, or any portion of the said building/s nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/s in which the said premises situated and shall keep the portion, sewers, drains pipes in the said premises 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/s in which the said premises are situated and shall not chisel out or in

any other manner cause damage to columns, beams, walls or slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of the Promoters and or the Society or the Limited Company.

- f) 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/s in which the said premises situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - g) 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 and the building/s in which the said premises are situated.
 - h) To bear and pay increase in local taxes, water charges, insurance and such other levy, if any, which are/shall be imposed by the said Corporation and/or Government and/or other public authority, on any account whatsoever.
12. The Purchaser/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/s and the flats therein and for the observance and performance of the Building/s Rules, Regulations and bye-laws for the time being in force of the said Corporation and/or Government and other Government Bodies. The Purchaser/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 said premises in the Building/s and shall pay and contribute regularly and

- punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
13. Till the conveyance of building/s in which the said premises are situate is executed, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof.
 14. The stilt portion, open spaces, parking slots and/or terrace of the said building/s shall belong to the Promoters, who alone shall have the right to deal with or dispose off the same. Unless the stilt area/parking slots are specifically allotted to the Purchaser/s in writing, the Purchaser cannot claim any right of parking.
 15. Until such time the possession of the said land and the said building/s is delivered to the proposed society and/or organization and/or limited company by executing conveyance, the Purchaser/s shall abide by the Rules and Regulations framed or to be framed at any time and from time to time and at all times by the Promoters and generally to do all and every reasonable act that the Promoters may call upon the Purchaser/s to do and carry out.
 16. It is agreed that till all the flats/shops/office premises/parking spaces, and other premises are sold and/or allotted to the prospective purchasers, the Promoters shall be entitled to retain with them unsold flats/shops/office premises/parking spaces, and other premises and no maintenance charges and taxes and other outgoings would become payable by the Promoters in respect of the unsold flats/ shops/office premises/parking spaces, and other premises and neither the Purchaser/s nor the Co-op. Housing Society or such other association to be formed of the

Purchasers shall claim/demand/charge from the Promoters any amount towards such maintenances/taxes and other outgoings in respect of the flats/open parking spaces, and other premises in respect of the period from the date of occupation certificate till the same are sold to the respective purchasers.

- 17. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
- 18. The Purchaser/s doth hereby declare and assure to pay the Promoters the following amounts besides the purchase price consideration, at the time of execution

OTHER CHARGES	1BHK	2BHK	Shop/Office
SHARE MONEY			
SOCIETY CHARGES			
LEGAL CHARGES			
DEVELOPMENT CHARGES			
ADVANCE MAINTENANCE			

these presents:

Service charges, solar charges and grill charges will be extra.

The Purchaser hereby agrees that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

- 19. The Purchaser/s further undertake/s to pay any additional charges if at all actually incurred by the

Promoters in respect of abovementioned heads in proportion to the area of the said premises. In addition to above mentioned charges the Purchaser/s is also liable to pay service tax, VAT and/or any other taxes as may be applicable or made applicable to the transaction arrived at by this Agreement by and between the Purchaser/s and promoters and the Promoters shall always be entitled to recover from the Purchaser/s such taxes and charged in proportion to the area of the said premises.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said land or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises 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 Promoters until the said land and Building/s is transferred to the Society/Limited Company or apex body as hereinbefore mentioned.
21. The Purchaser/s doth hereby declare and covenant with the Promoters that he/she/they shall not create any obstruction or objection for utilizing any additional floor space index and/or other benefits in terms of FSI and/or TDR while developing the said land, the Promoters, shall be entitled to make use of all such additional/balance FSI and/or other benefits, exemptions, etc. in respect of the said land and by utilizing such FSI/benefits/exemption shall be entitled to carry on and construct/erect any additional building/s and/or additional upper floors in addition to the presently proposed upper floors in and over the said building and/or to alienate and transfer/dispose off all the premises, units, flats, etc. that shall be situated in such additional floors/structures to any person of their choice upon such terms and conditions and for such

consideration as may be deem fit and proper by the Promoters in their sole discretion.

22. The Purchaser/s doth hereby declare and assure the Promoters to perform his/her/their part of this agreement in the agreed manner and that he/she/they shall not commit any default and/or delay in the performance thereof and in case of such delay shall be liable to pay the reasonable compensation to the Promoters.
23. The Purchaser/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoters in and over the said land and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof and/or in respect of the right of the Promoters of developing the said land. The purchaser/s doth hereby undertake not to raise any grievances in respect thereof any time hereafter.
24. The Purchaser/s doth hereby declare and admit that the Promoters have made full and true disclosure of the nature of their title to the said land and/or have disclosed all the information within their knowledge and as required under section 3 of the said Act and as such, the Purchaser/s has/have no grievances in respect thereof of any nature and/or about the compliance of the provisions of section 3 of the said Act by the Promoters.
25. Unless and until all the amounts the Purchaser/s is/are liable to pay to the Promoters by and under this agreement and/or otherwise in law, are fully and completely paid, the Purchaser/s shall not be entitled to transfer/agree to transfer his/her/its/their interest in the said premises and/or the benefits of this agreement to any one else. Even after full and final payment of all such amounts, the Purchaser/s shall not be entitled to

transfer/agree to transfer/assign the said premises and/or his/her/its/their interest in the said premises and/or benefits of this agreement to any one else unless the written consent of the Promoters is obtained. Upon the execution of conveyance the said land in favour of apex body, the society/apex body as the case may be shall become entitle as per law to demand such transfer charges.

26. The Promoters have disclosed to the Purchaser/s and/or Purchaser/s has/have accepted that it shall be the sole discretion and choice of Promoters either to form separate society for each new building or group of building under one society or one single society for entire complex. If additional FSI/TDR is obtained then the Purchaser/s understand that development of the said land is contemplated is to be done in phase wise manner, and in case of amalgamation of neighborhood properties additional buildings shall also be erected. In the circumstances Promoters in their discretion initiates steps for formation of society as and when deem fit and proper by the Promoters and that the Purchaser/s shall not insist for formation of society merely because construction of said premises is completed and possession thereof is handed over to the Purchaser/s and/or construction of the building in which said premises is situate is completed. The formation and registration of Society and time at which conveyance is to be executed is more particularly stipulated herein below.
27. The Promoters shall as aforesaid take step for formation of the society in their own desecration at such time as they may deem fit. As disclosed hereinabove during the course of development if said approved plan is revised and if any additional buildings are constructed then separate society even for such additional building/s shall be formed and registered. After completion of

entire development project upon the said land and after completion of all buildings to be constructed upon the said and/or upon the said neighborhood property if those are also acquired and amalgamated in the said land, the Promoter shall co-operate the said Societies to form their apex body as per the relevant provisions of the law. After formation of such apex body and as aforesaid after completion of entire development of the said land and/or amalgamated neighborhood properties by utilizing full FSI thereof (including TDR, DR etc.) at present available and/or that may become available any time in future AND after sell and transfer of all premises to be situate in all the buildings and after receipt of entire consideration from all such flat purchasers, the Promoters shall at the cost of all purchasers, caused to be conveyed the said land and/or amalgamated neighborhood properties in favour of such apex body by executing requisite deed of conveyance in favour of such apex body. The stamp duty and registration charges of such deed of conveyance shall be proportionately incurred and paid by the purchaser herein alongwith other purchasers. It is specifically provided that any one building/society of such building shall not be entitled to seek their separate conveyance. Even the apex body shall not be entitled to make demand for execution of conveyance of the said land unless and until as aforesaid entire development of the said land is completed/all premises are sold/all consideration is received by the promoters and all present and future FSI of said land is fully and totally used and consumed by the promoters to their exclusive benefit. The Purchaser thus specifically admit that by virtue of aforesaid provision specific time or period for conveying the title is stipulated therefore neither the Purchaser nor the Society/apex body shall be entitled to seek conveyance of the said land in their favour unless

all eventualities mentioned above have happened and entire development is completed in all respect as mentioned above.

28. In case for any reason the society is formed in respect of any building/s even though all flats situate therein are not sold, then in that eventuality for unsold flats lying vacant and in possession of Promoters, the Promoters shall not require to pay the maintenance charges at par with other flats holders or allotted flat purchaser. For such unsold, vacant and/or unoccupied flat/s lying in possession of Promoters, only notional charges of Rs.50/- per flat shall be payable as monthly maintenance charges.
29. The Purchaser/s and/or the persons to whom the said premises are transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoters may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoters and all persons acquiring the remaining premises in the said building/s on the said land.
30. The Purchaser/s shall at no time demand partition of his/her/its/their interest in the said building/s and/or the said land, it being agreed and declared by the Purchaser/s that his/her/its/their interest in the said premises is impartable.
31. The Promoters shall be entitled to assign their rights in and over the said land to any other person/s of their choice any time. The Promoter shall also be entitled to constitute or reconstitute the Promoter firm in their sole discretion.
32. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, shall have a first lien and

charge on the said premises, agreed to be purchased by the Purchaser/s.

33. Any delay or indulgence by the Promoters in enforcing the terms of this agreement or any forbearance of giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters nor shall the same in any manner prejudice the rights of the Promoters.
34. Without prejudice, to the rights of the Promoters under the said Act and/or any other Act, the Promoters shall be entitled to take action against the Purchaser/s if the Purchaser/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoters shall be entitled to terminate this agreement and enter upon the said premises and resume possession of the said premises.
35. If any extra amenities (in addition to the amenities set out in ANNEXURE '_____' and/or additions and/or alterations are demanded or required by the Purchaser/s to be carried out in the said premises during the process of erection of the said building/s, then same shall be provided/done by the Promoters however, the Purchaser/s shall be liable to pay an extra cost for the same, which extra cost shall be paid in advance by the Purchaser/s before the work as required above is carried out by the Promoters.
36. The Promoters shall be entitled to sell, transfer and/or agreed to sell/transfer all the other premises, parking areas, open spaces etc. situated or to be situated in the said building/s and/or upon any portion of the said land to anyone else in any manner whatsoever and such Purchasers shall be entitled to use their respective

premises/flats/units/parking spaces/open space etc. for any purposes as may be permissible under law and the Purchaser/s shall not take any objection of any nature in that regard.

37. The Promoters shall be entitled to amalgamate the said land with the adjoining or neighbourhood properties and by such amalgamation, shall be entitled to make use of additional FSI for constructing additional floors on the said building/s and/or shall also be entitled to obtain and acquire T.D.R. of any other properties for construction of additional upper floors on the building/s to be constructed on the said land and for that purpose, further shall be entitled to make required amendment and/or modifications in the said approved plans and shall further be entitled to obtain approval to such amendment/modification/revision from the said Corporation without seeking any separate approval/consent/permission from the Purchaser/s herein; and in fact, this clause itself shall be treated and construed as such permission/consent.
38. In case of acquisition or requisition of the said land and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoters alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.
39. Until the conveyance of the said land in the manner mentioned hereinbefore, the Promoters shall be entitled at their discretion to control the management and affairs of the said building/s and the said land and/or to allot the right of management to such person/s of their choice in such manner as may be deemed fit and proper by them.
40. The Purchaser/s shall immediately after the execution of this agreement lodge this agreement for registration with the Sub Registrar of Assurances at Thane by

paying requisite stamp duty thereon and after lodging the same shall within two days intimate to the Promoters in writing together with the Sr. No., under which the same is lodged so as to enable the Promoters to admit the execution. If the Purchaser/s fail/s to lodge this agreement for registration by paying requisite stamp duty thereon, the Promoters shall not be in any way responsible for the non-registration of the said agreement and the consequences arising therefrom. The responsibility of paying the stamp duty and registration charges and other incidental charges payable in respect of this agreement shall be that of the Purchaser/s.

41. All notices, to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s, by RPAD at his/her/its/their address specified hereinafter before

Address of the Purchaser for correspondence

 _____.

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

45. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act 1963 and the rules made there under and or such other enactment and law which shall come into effect by repealing the said MOF Act as the case may be. .

SCHEDULE I OF PROPERTY

ALL that piece and parcel of land plots of land situate at Mouje Chendani, Taluka and District Thane then bearing survey no. 77-A, Hissa no. 4 (Part) and 77-A, Hissa no. 6 (part), totally admeasuring 603 sq. yards corresponding to 504.19 sq. meters, now corresponding to Tika no. 23 City Survey No. 9 (Now known as Tika no.23 City Survey no.9A), situate at Ram Maruti Cross Road, within the limits of Municipal Corporation of the City of Thane within registration District & Sub District of Thane, Taluka & District of Thane and bounded as under:

On or towards East: Municipal Garden

On or towards West: Om Villa

ON or towards South: Ram Maruti Cross Road no.1

On or towards North: Ram Maruti Cross Road no.2

SAID PREMISES

A flat / shop / office premises bearing No._____, admeasuring _____ sq. feet of carpet area on the _____ floor, of the proposed building/s to be constructed in or upon the property mentioned in Schedule I above.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED & DELIVERED by the
Within named 'PROMOTERS'
M/S. ABHINANDAN ENTERPRISES
Through its partners

- 1) SHRI JITENDRA KANJI GALA
- 2) SHRI RAJIV AMRUTLAL GALA

In the presence of

1.

2.

SIGNED & DELIVERED by the
withinnamed 'PURCHASER/S'

In the presence of

- 1.
- 2.

RECEIPT

RECEIVED WITH THANKS of and from the withinnamed the Purchaser/s, a sum of Rs._____ (Rupees _____only) in the following manner being part consideration as mentioned in clause 1 (a) above of the agreement –

WE SAY RECEIVED
RS._____

WITNESSES:

1)

(PROMOTERS)

2)