

Village : Kulgaon.

Ward No. 2/9, Govt. Rate @ Rs. 42600/- per Sq. meter.

Flat/Shop/Office Area: _____ Sq. Fts. Carpet area.

Market Value : Rs. _____/-

Consideration Value : Rs. _____/-

Stamp Duty Paid : Rs. _____/-

“SHREE”

AGREEMENT FOR SALE

This Agreement for Sale is made, executed and entered into at **Badlapur,**
Taluka Ambernath, District Thane, on this ____ day of _____,
2017.

BY AND BETWEEN

M/s. MANORAMA BUILDERS AND DEVELOPERS, a Proprietary Concern, having its registered office at 1, Mittal Co-operative Housing Society Ltd., Karjat Road, Kulgaon, Badlapur [East], Taluka Ambarnath, District Thane, through its Proprietor **Mrs. Sayalee Sanjesh Patkar**, Age about 43 years holding **P.A.N.: AFGPP0429K**, and hereinafter referred to as **“THE PROMOTERS/BUILDERS”** (which expression, unless repugnant to the context shall means and includes her heirs, successors, executors, administrators and assigns) of the **FIRST PART**.

AND

(1) MR./MRS. _____, Age ____ years,
Occupation: Service /Business, holding **P.A.N. –** _____, **and**

(2) MR./MRS. _____, Age ____ years,
Occupation: Service/Business, holding **P.A.N. –** _____,
residing at _____

_____, hereinafter referred to as **THE FLAT PURCHASER/S** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, Administrators, successors and assigns) of the **SECOND PART**.

WHEREAS:

a) Mr. Harshavardhan Vaman Bhavde and Mr. Satish Dattatray Oak, hold, seized, possessed and /or sufficiently entitled to all that piece and parcel of Non- agricultural Plot of land admeasuring about 409 Sq. Yards i.e. equivalent to 341.97 Sq. Mtrs., bearing **Survey No. 85, Hissa No.8 (Part)**, and **Plot No. 5**, and plot admeasuring about 322 Sq. Yards i.e. equivalent to 269.23 Sq. Mtrs., bearing **Survey No. 85, Hissa No.9 (Part)**, and **Plot No. 5**, lying being and situate at Revenue Village **Kulgaon**, Taluka Ambarnath, District Thane, within the area of Kulgaon-Badlapur Municipal Council and within the Sub-Registration District Ulhasnagar and Registration District Thane, (which hereinafter referred to as **“The said Land/Property”** for the sake of brevity and convenience);

b) By Development Agreement dated 17.02.2016 the owner of the said land has agreed to entrust all the development and sale right and The Promoters/Builders have agreed to acquire and purchase all the development rights and purchase the said property for the sale consideration and upon the terms and conditions appearing therein. The said Development Agreement is duly registered at Document Sr. No.UHN2-1708-2016 on 17.02.2016 in the office of Sub-Registrar, Ulhasnagar-2. Upon execution of the said agreement the owner has also granted General Power of Attorney in favour of **M/s. MANORAMA BUILDERS AND DEVELOPERS**, through its Proprietor **Mrs. Sayalee Sanjesh Patkar**, in respect of the said land and the same is also registered at Document UHN2-1709-2016, on 17.02.2016.

c) Upon execution of the said development agreement the owner has placed the promoters/builders in possession of the said land and in pursuance of the said development agreement dated 17.02.2016.

d) The said property is converted to non- agriculture use by the order of Office of The Collector, Thane, vide its office order No. REV/DESK/ I /DESK-1/NAP-VII/SR-56 dated 01-04-1983.

e) The Promoters/Builders has proposed to construct on the said land a new multistoried building of Ground floor level and **Basement + Stilt (Part) + Ground Floor + Four** Upper floors under the name of “ **Pushkar Apartment** ” (hereinafter referred to as **The Said Building**);

f) The Promoters/Builders has appointed Architects & Interior Designers **M/s. Architect's INC** registered with the Council of Architects;

g) The Promoters/Builders have appointed **Mr. Atul Kudtarkar** as a structural Engineer for the preparation of the structural design and drawing of the buildings and the Builder accepts the professional supervision of the Architect and the structural Engineer till the completion of the Building;

h) The Promoters/Builders alone are entitled to develop the said property and have sole and exclusive right to sell the Flat/Shop/Office and/or unit in the said building to be constructed by the Promoters/Builders on the said land and to enter into agreement/s with the purchaser/s of the Flats and to receive the sale price in the respect thereof;

i) And whereas as demanded by the Flat Purchaser/s, the Promoters /Builders have given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the said construction permission and the plans, designs and specifications prepared by the Promoters /Builders' Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016. (hereinafter referred to as **The said Act**) and the rules made there under; And the flat purchaser/s has/have satisfied himself/herself/itself about the title to the said property in this hands of the owners and has accepted the title certificate and the flat purchaser/s hereby confirm/s that he/she/it shall not be entitled to raise any requisition or objection or have any dispute in that behalf.

j) The copies of Certificate of Title issued by Advocate of the Promoters /Builders and copies of property card or extract of village Forms VI or VII and all other relevant revenue record, and the list of amenities to be provided and the plans and specification approved by the Kulgaon Badlapur Municipal Council have been annexed hereto;

k) The Promoters/Builders have got approved from the Kulgaon Badlapur Municipal Council the plans, the specifications, elevation, sections and details of the said buildings vide their No. KBNP/NRV/BP/2342-194/2016-2017, Unique No. 194, dated 22.03.2017;

l) The said land is a vacant land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 issued by the Deputy Collector and Competent Authority of Ulhasnagar Urban Agglomeration, Thane, the Owners have been granted permission to hold the said land for the purpose of development and thus the Owners are entitled to develop the said land as per lay-out of the proposed development and building plans approved by Kulgaon Badlapur Municipal Planning Authorities;

m) And whereas the Promoters/Builders has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure herewith;

n) The Promoters/Builders have accordingly commenced construction of the said building/s in accordance with the said plans and specification approved by the Kulgaon Badlapur Municipal Council;

o) The Flat Purchaser/s applied to the Promoters/Builders for allotment of the **Flat/Shop/Office/Unit No. _____**, on the _____ Floor, admeasuring approx. _____ **Sq. Fts. Carpet** area ("carpet area" means the net usable floor area of flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat). in the building known as "**Pushkar Apartment**" to be constructed on the said land for the sale price in the manner hereinafter appearing and the terms & conditions appearing hereunder;

o) In this agreement the term "**Flat**" shall include the **flat/block/shop/office/ parking space/ garage** or any other premises hereby agreed to be sold and the term "**Flat Purchaser**" shall include the **flat/shop/office/parking space/garage purchaser** or the purchaser of any other premises hereby agreed to sell and the **Promoters/ Builders** also includes singular the word "**Promoter**" or "**Builder**" and the flat purchaser includes plural and feminine gender of the flat purchaser.

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

q) And whereas, under section 13 of the said Act the Promoters/ Builders is required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Promoters/Builders shall construct the said building/s consisting of ground and **Four** upper floors on the said land in accordance with the plans designs specifications approved by the Kulgaon Badlapur Municipal Council and which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoters/Builders may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them for which the Flat Purchaser hereby gives consent.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. The Flat Purchaser/s hereby agree/s to purchase from the Promoters/ Builders and the Promoters/Builders hereby agree to sell to the Flat Purchaser **Flat/Shop/Office/Unit No.** _____, on the _____ Floor, admeasuring approx. _____ **Sq. Fts. Carpet** area in building known as **“Pushkar Apartment”** situated at **Kulgaon**, Taluka Ambarnath, District Thane, (hereinafter referred as **The Said Flat/Shop/Office/Unit**) for the price of **Rs.** _____ **/- (Rupees _____ Only).**
3. The Flat Purchaser/s agree/s to pay the consideration of the Flat/Shop/Office/Unit viz. the sum of **Rs.** _____ **/- (Rupees _____ Only)** to the Promoters/ Builders in the following manner: -
 - a) 20% of the total amount of consideration to be paid to the developers on or before the execution of these present as Earnest Money.
 - b) 10% of the total amount of consideration to be paid on or before the plinth work of the said building.
 - c) 10% of the total amount of the consideration to be paid on or before the First slab of the Ground floor.

- d) 10% of the total amount of consideration to be paid on or before the Second slab of the First floor.
- e) 10% of the total amount of consideration to be paid on or before the Third slab of the Second floor.
- f) 10% of the total amount of consideration to be paid on or before the Fourth slab of the Third floor.
- g) 10% of the total amount of consideration to be paid on or before the Fifth slab of the Fourth floor.
- h) 10% of the total amount of the consideration to be paid on or before the work of brick masonry, External and Internal Plaster of the walls is completed.
- i) 5% of the total amount of the consideration to be paid on or before the work of the tiling.
- j) 5% of the total amount of consideration or balance amount of the consideration to be paid to the Developers at the time of the possession of flat is given to the purchaser.

The Flat Purchaser shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as the time in respect of the said payment is of essence of the contract. The Promoters / Builders will forward to the Flat Purchaser intimation of the Promoters/Builders having carried out the aforesaid work at the address given by the Flat Purchaser in this agreement and the Flat Purchaser will be bound to pay the amount of installments within **Fifteen days** of the Promoters/Builders dispatching such intimation under certificate of posting at the address given herein.

4. It is specifically brought to the notice of the Flat Purchaser that The Promoters/Builders shall render their co-operation for transfer of the electric meter in the name of the Flat Purchaser by signing the transfer forms and applications and the Flat Purchaser herein shall further comply all the requisitions as per the rules and regulations of the M.S.E.D. Co. authorities.

5. The Promoters/Builders hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser/s obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.
6. The Promoters/Builders hereby declare that the Floor space Index available in respect of the said land is 611.20 sq. Mtrs. and that no part of the said floor space index has been utilized by the Promoters/Builders elsewhere for any purpose whatsoever, In case while developing the said land the Promoters/Builders have utilized 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 Promoters/Builders to the Flat Purchaser/s, the residual F.A.R. (F.S.I) in the plot or the lay out not consumed will be available to the Promoters/Builders or their nominees or assignees only till the transfer of plot in the name of the society to be formed.
7. The Promoters/Builders hereby agrees that they shall make out clear and marketable title before handing over the possession of the flat/premises to the Purchaser and in any even before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the flat purchasers of the Flats/Shop/Other Unit in the building to constructed on the said plot so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters/Builders in favour of the said society.
8. The Flat purchaser/s agrees to pay to the Promoters/Builders interest at the rate decided by Regulatory Authority by time to time per annum on all the amounts which become due and payable by the Flat Purchaser/s to the Promoters/Builders under the terms of this agreement from the date the said amount is payable by the Flat Purchaser/s to the Promoters/Builders.

9. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Promoters/Builders under this Agreement subject to what has been stated in para 3 above and lapse of a reasonable time thereby without any remedy of at the rate decided by Regulatory Authority by time to time p.a. (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters /Builders 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 Promoters/Builders unless & until the Promoters/Builders shall give to the Flat Purchaser/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 which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser/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 Promoters/Builders shall refund to the Flat purchaser/s the installments of sale price of the Flat paid by the Flat Purchaser/s to the Promoters/Builders after forfeiting agreement cancellation charges mentioned hereinabove, and the Promoters/Builders shall not be liable to pay to the Flat Purchaser/s interest on the amount so refunded and upon termination of this agreement on refund of aforesaid amount by the Promoters/Builders. The Promoters/Builders shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoters/Builders may in their absolute discretion think fit.

The Promoters/Builders shall have the first lien and charge on the said flat/premises agreed to be acquired by the Flat Purchaser in respect of any amount due and payable by the Flat Purchaser under this terms and conditions of this agreement.

10. The Promoters/Builders have obtained the necessary permission from Kulgaon Badlapur Municipal Council and have utilized the floor space index allowed by the said Kulgaon Badlapur Municipal Council. However the Promoters/Builders are absolutely entitled to consume the floor space index increased if any at any time hereinafter till the execution of the transfer of nominal membership in favour of the society formed of all prospective purchaser/s.
11. The fixtures, fittings and amenities to be provided by the Promoters/Builders in the said building and Flat/s are those that are set out in Annexure hereto.
12. The Promoters/Builders shall give possession of the said Flat to the Flat Purchaser/s on or before _____/2018 subject to receipt of full and final consideration and other amounts as appearing in this agreement. If the Promoters/Builders fails or neglects to give possession of the said Flat to the Flat Purchaser/s on account of reasons beyond their control and of his agents as per the provision of the Real Estate (Regulation and Development) Act 2016, by the aforesaid date or dates prescribed in section 8 of the said Act, the Promoters/Builders shall be liable on demand to refund to the Flat Purchaser/s the amount already received by them in respect of the said Flat with simple interest at **nine** per cent annum from the date the Promoters/Builders 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 Promoters/Builders to the Flat Purchaser/s that 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 are situated.

Provided that the Promoters/Builders 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 said Flat is to be situated is delayed on account of: -

- i) Non-availability of steel, cement, other building material, water or electric supply;
 - ii) War, civil commotion or act of God;
 - iii) Any notice, order, rule notification of the Government and/ or other public or competent authority.
13. The Flat Purchaser/s shall pay to the Promoters/Builders separately the amounts for Electric Meter & connection charges, legal charges, Development Water Charges, Share Money expenses for society formation and Registration etc.
 14. The Promoters/Builders shall utilize the sum paid by the Flat Purchaser/s mentioned herein, for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/Advocates of the Promoters/Builders in connection with formation of the said society preparing its rules, regulation and bye-laws and the cost of preparing and engrossing this agreement.
 15. The Flat Purchaser/s shall take possession of the said flat within 7 days of the Promoters giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation.
 16. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose for which is allotted by the Promoter/Builders only as per the prevailing rules, regulations, and bye-laws of the concerned authorities.
 17. The Flat purchaser/s along with other purchaser/s of Flats in the building shall join in forming and registering the society 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 the formation and the registration of this Society and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign, and return to promoter within 8 days of the same being forwarded by the Promoters/Builders to register the organization of the Flat Purchaser/s so as to enable Promoters/Builders to register the organization of the flat Purchaser/s under the said Act within the time limit prescribed by the rules and regulations of the Real Estate (Regulation and Development) Act 2016. No Objection shall be taken

by the Flat Purchaser if any changes or modification are made in the draft bye-laws as may be required by the registrar of Co-operative Societies or any other competent Authority.

18. On the completion of the said building (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/premises in the said building, the Promoters shall co-operate with the Purchasers in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights, title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement.
19. Commencing a week after notice in writing is given by the Promoters/Builders to the Flat Purchaser/s that the Flat is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor areas of the Flat) of outgoing in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concern 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 the building/s. Until the society is formed the said land building/s transferred to it, the Flat Purchaser/s shall pay the Promoters/Builders such proportionate share of outgoing as may be determined. The Flat/flat Purchaser/s further agrees that till the Flat Purchaser/s share is so determined the Flat Purchaser/s shall pay to the Builder provisional monthly contributions of **Rs.2.50/- per Sq. Fts.** per month towards the outgoing. The said amount shall be paid by the Flat Purchaser/s to the Promoters/Builders in advance for the first 12 months. The amounts so paid by the Flat Purchaser/s to the Promoters/Builders shall not carry any interest and remain with the

Promoters/Builders until a conveyance is executed in favour of the society as aforesaid.

20. At the time of Registration the Flat purchaser/s shall pay to the Promoters/Builders the Flat Purchaser/s share of stamp duty and registration charges payable, if any by the said society on the conveyance or instrument of transfer in respect of the said land the building to be executed in favour of the society.
21. The Flat Purchaser/s for himself/themselves with intention to bind all persons into whatsoever hands the flat premises may come doth hereby covenant with the Developers as follows:
 - a) To maintain the Flat premises at the Flat purchaser/s own cost in good tenable repair condition and from the date the possession of the Flat premises is taken and shall not do or suffer to be done anything in or to the building in which the flat premises is situated, staircase or any passage which may be against the Rules, Regulation or Bye-laws of concerned local or any other authority or change or make addition in or to the building in which the flat premises is situated and the Flat premises itself or any part thereof.
 - b) Not to store in the Flat premises any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat premises 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 package or upper floors which may damage or likely to damage the staircase common passage or any other structure in Building in which the Flat premises is situated including entrance of the building in which the Flat premises is situated and in any case damage is caused to the Building in which the Flat premises is situated or the Flat premises on account of negligence or default of the Flat Purchaser/s shall be liable for the consequence of the breach.
 - c) To carry out at his own cost all internal repairs to the said Flat premises and maintain the same in the same condition state and order in which it was delivered by the Developers to the Flat

Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat premises is situated or the Flat premises which may be against the rules and regulation and bye-laws of the concerned local authority or other public authority. And in the event of the Flat purchaser/s committing any act in contravention of the above provisions the Flat-purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Flat premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or premises or any part thereof, nor any alteration in the elevation or outside colour scheme of the building in which Flat premises is situated and shall keep the portion, sewers, drains, pipes in the Flat premises and appurtenances thereto in good tenable repair and condition, and in particular so as to support, shelter and protect the other part of the building in which the Flat premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC part or other structural members in the Flat premises without the prior written permission of the Promoters/Builders and/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 or the said land and the building in which the Flat premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags garbage or other refuse or permit the same to be thrown from the said Flat premises in the compound of any portion of the said land and the building in which the Flat premises is situated.
- g) In case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Flat Purchaser along with the other Flat Purchasers of the said

building. The Flat Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the Kulgaon Badlapur Municipal Council in connection with the enclosing of balconies or otlas.

- h) The development and/or betterment charges or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Flat Purchaser along with all the Flat Purchasers of flats in the building in proportion to the floor area of their respective premises.
- i) That the Flat purchaser/s shall not let, sub-let, transfer, assign or part with Flat purchaser/s interest or benefit factor of this agreement or part with the possession of Flat until all the dues payable by the Flat purchaser/s to the Promoters/Builders under this agreement are fully paid up and only if the Flat purchaser/s had not been guilty for breach or non- observance of any of the terms and conditions of this agreement and until the Flat purchase has intimated in writing to the Promoters/Builders and obtain their written consent.
- j) The Flat purchaser/s shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inspection and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 Flat purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of 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.

- k) Till the conveyance of all the Flats premises in the proposed Building is executed the Flat Purchaser/s shall permit the Promoters/Builders 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 or any part thereof to view and examine the state and condition thereof.
22. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat premises or of the said plot and building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Flat premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Promoters/Builders until the said land and building is transferred as herein above mentioned.
23. Any delay tolerated or indulgence shown by the owners in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters/Builders shall not be construed as a waiver on the part of the Promoters/Builders of any breach or non-compliance of any of the terms and conditions of this agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the owners.
24. All costs, charges and expenses, penalties, Sales Tax, Service Tax, Value Added Tax (VAT)/ G.S.T., if any including stamp duty, registration charges, and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Flat Purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Flat Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Flat Purchaser shall deposit with the Promoters a sum of which will be worked at the

prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Flat Purchaser of various flats/shops/units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / condominium of apartments.

25. All notices to be served on the Flat purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat purchaser/s by registered post A.D./under Certificate of posting at his/her address specified above.
26. 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 in the said building, if any, shall be exclusively to the respective flat purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.
27.
 - a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he/she deem proper the said terrace, stilt, garage etc. to anybody. The Flat Purchaser along with the other Flat Purchasers will not raise any objection of whatsoever nature. The stilt, parking spaces, garage shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to sell the same to any prospective purchaser as they may deem fit and proper.
 - b) The Promoters shall become the member of the Society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee/transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Flat Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Flat Purchaser agrees that they along with the other Flat Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

28. The purchaser shall not claim any deduction in the cost of his/her flat on account of deletion of any item of construction as per his/her requirements, of the Purchaser in his/her flat.
29. If additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.
30. The Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters shall be entitled to use any additional FSI/TDR or carry out and complete additional construction that may be permitted by the Kulgaon Badlapur Municipal Council or any other Local body or concerned authority on the terrace and/or the said land or any part thereof for any reason whatsoever including FSI in respect of any adjoining or any other property neighboring property. Such additional structures and storeys will be the sole property of the Promoters who will be entitled to dispose off it in any way they choose and the Purchaser/s hereby irrevocably consent to the same and the Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or make claims for compensations or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the

permitted Floor Space Index or density is not consumed in the building/s being put up and/or at any time further construction on the said plots of land is allowed the Promoters shall always have irrevocable right to put up additional construction and storeys and/or consume the balance floor space index and/or additional floor space index of any other property whatsoever and the Society and/or the Purchaser/s shall not be entitled to claim any share, right, title or interest in any such additional FSI as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoters in any manner they choose. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other structures and/or the changes, alterations and additions made in the building or structures and/or right of way, if any, granted by the Promoters.

31. The Purchaser hereby agrees with the Promoters that, he will pay amount of sales tax/Value added Tax (VAT)/Service Tax/G.S.T. at the time of registration to the Promoters as may be necessary demanded from time to time by the Government.
32. It is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/shops/units and will only pay any maintenance charges like water, light etc., and the Promoters can sell the said flats/shops/units to any prospective buyers and then such prospective buyers will become the member of the society.
33. If the Flat Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to The Promoters shall be entitled to re-enter and resume possession of the said flat/shop/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Flat Purchaser to the Promoters shall be refunded to the Flat Purchaser in respect of the said premises and the Flat Purchaser

shall have no claim in or upon the said premises and in such event the Flat Purchaser shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Flat Purchaser.

34. In the event of the society or corporate body being registered before the sale and disposal by the Promoters/Builders of all the presents in the said building, the power and authority of the society or the corporate body so formed or of the Flat Purchaser herein and other Flat Purchasers of the flat shall be subject to the overall powers of the Promoters/Builders in any matter concerning the building construction and completion thereof and the Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
35. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other, Flat Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
36. The stilt and garage shall always be the property of the Promoters/ Builders and the Promoters / Builders have full right and authority to enclose the said stilt area of the building and further right to sell the stilt and garage to any prospective Flat Purchaser/s and the Flat Purchaser/s herein along with other Flat Purchasers will not take any objection for the same and the Flat Purchaser has only the right in respect of the flat agreed to be purchased by him.
37. The Promoters / Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.
38. The present Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SCHEDULE OF PROPERTY

All that piece and parcel of land bearing **Survey No. 85, Hissa No.8 (Part)**, and **Plot No. 5**, admeasuring about 409 Sq. Yards i.e. equivalent to 341.97 Sq. Mtrs. and **Survey No. 85, Hissa No.9 (Part)**, and **Plot No. 5**, admeasuring about 322 Sq. Yards i.e. equivalent to 269.23 Sq. Mtrs., totally admeasuring 731 Sq. Yards i.e. equivalent to 611.20 Sq. Mtrs., of Revenue Village **Kulgaon**, Taluka Ambernath, District Thane, within the limits of Kulgaon Badlapur Municipal Council within the Registration District Thane and Sub-Registration District Ulhasnagar, and bounded as follows:-

ON OR TOWARDS EAST : 6.0 Mt. Wide Layout road

ON OR TOWARDS WEST : Plot No. 4 of the same Layout

ON OR TOWARDS SOUTH : 30.0 Mt. Wide D.P. Road

ON OR TOWARDS NORTH : Survey No.85, Hissa No.7 of Village Kulgaon.

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

SIGNED, SEALED AND DELIVERED)
The within named **THE PROMOTERS/**)
THE BUILDERS)
M/S. MANORAMA BUILDERS AND)
DEVELOPERS,)
Through its Proprietor)
Mrs. Sayalee Sanjesh Patkar)
)

SIGNED SEALED AND DELIVERED BY)
The within named **FLAT PURCHASER**)
(1) _____)
)
)
)
)
)
)
)
(2) _____)
)

WITNESSES:

1.....

2.....

RECEIPT

RECEIVED of and from the within named Flat Purchaser **Rs.**
_____/- (**Rupees** _____
only) being **the part** payment of sale consideration to be paid to us before
execution hereof in the following manner:

Sr. No.	Name of the Bank & Branch	Cheque No.	Date	Amount
1				
2				
3				
4				
TOTAL:				

(This receipt is subject to realisation of the above referred cheque/s)

I say Received Rs. _____/-
For **M/S. MANORAMA BUILDERS AND DEVELOPERS**

Proprietor

WITNESSES:

1.....

2.....

SCHEDULE OF AMENITIES

1. The R.C.C. frame structure with ground + **Four** upper floors.
2. Easily accessible, properly finished and well lighted and ventilated staircases.
3. Reputed make putty on internal wall.
4. Sand faced cement plaster for external wall.
5. Adequate concealed electrical point with copper wiring.
6. Internal walls with distemper paint.
7. External acrylic paint for entire building.
8. Branded 2' X 2' joint free flooring.
9. Glazed tiles in Bath & W.C. with modern concept.
10. Wooden flush door laminated on both side with best quality door fitting with night latch.
11. Powder coated aluminum French sliding window with granite frame.
12. Joint free tiles above kitchen platform.
13. Concealed plumbing with reputed plumbing fittings.
14. Bath & W.C. Water proof door with granite frame.
15. Decorative Entrance Lobby.