

REVENUE VILLAGE : Morivali
NUMBER OF FLOORS : STILT + 7 FLOORS
CARPET AREA : ---- SQ.FT CARPET + ---- SQ.FT. FLOWER BED
AGREEMENT VALUE : RS. -----/-

Flat No. ----- on ----- Floor admeasuring ----- sq.ft + ----- sq.ft. flower bed in
Building Type ----- known as ----- of Sadashiv Puram Complex

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE OF FLAT EXECUTED ON THIS 31ST DAY OF
MARCH 2016 AT AMBERNATH**

BETWEEN

M/s. SATYABHAMA DEVELOPERS, a partnership firm (**PAN ABZFS7019P**),
having its office at 38, Gurukrupa, Suryodaya CHS Ltd., Ambernath (E) hereinafter
referred to as **‘The PROMOTER’** (which expression shall include it’s successors,
assigns, nominees, constituted attorney and other legal representatives) of the **FIRST
PART.**

AND

1. -----, age ---- yrs.(PAN -----),
2. -----, age-----yrs.(PAN -----),
residing at -----
----- hereinafter referred to as **‘The
PURCHASER’** which expression shall include their heirs, successors, assigns,
nominees, attorney and other legal representatives) of the **OTHER PART.**

Whereas the PROMOTER is seized and possessed of the piece and parcel of non-agricultural land bearing City Survey no.9285 corresponding Gut no.10 (P) admeasuring 0-44R -5 situated at village Morivali Taluka Ambernath Dist. Thane within the limits of Ambernath Municipal Council.

And Whereas land in question was originally owned by late Shri Sadashiv Ganpat Dalal and same was his self acquired property. Said Shri Sadashiv G. Dalal expired on 12-02-2002 and land in question was inherited by his legal heirs viz. Smt. Satyabhama Sadashiv Dalal (wife), Mr. Sudhakar Sadashiv Dalal (son), Mr. Manohar (alias Manoj) Sadashiv Dalal (son), Mr. Rajendra Sadashiv Dalal (son), Mr. Anil Sadashiv Dalal (son), Mrs. Neeta Vinayak Panvelkar (married daughter), Smt. Swati Sudhakar Bidvi (married daughter), Mrs. Anita Anant Chaudhari, (married daughter), Mrs. Pooja Dinesh Patkar (married daughter) & Mrs. Nikita Navin Shete (married daughter) vide mutation entry no.1127.

And Whereas subsequently Mr. Manohar (alias Manoj) Sadashiv Dalal expired on 12-10-2004 and his share in the said land / property was inherited by his wife Smt. Madhura Manohar (Alias Manoj) Dalal vide mutation entry no.1233. Smt. Satyabhama Sadashiv Dalal expired on 01-06-2010 and her share in the said land / property was deleted vide mutation entry no.1389. Hence Mr. Sudhakar Sadashiv Dalal, Smt. Madhura Manohar (Alias Manoj) Dalal, Mr. Rajendra Sadashiv Dalal, Mr. Anil Sadashiv Dalal, Mrs. Neeta Vinayak Panvelkar, Smt. Swati Sudhakar Bidvi, Mrs. Anita Anant Chaudhari, Mrs. Pooja Dinesh Patkar & Mrs. Nikita Navin Shete acquired rights as Owners over land in question

And Whereas land in question is capable for development as the Ambernath Municipal Council has shown said area for residential use in its development plan. Entire property described above can be amalgamated and developed jointly

And whereas land owners required funds for education, marriage, repaying loans and other urgent, necessary needs of the their family and the Owners has come to conclusion that property should be developed and utilize funds generated through such development for benefit of the family and minor members in the family.

And Whereas said land owner have executed Power of Attorney dt.10-10-2011 in favour of favour of Mr. Anil S. Dalal & Smt. Swati S. Bidvi and same was duly executed and registered in the Office of Sub-Registrar of Assurances Ulhasnagar 3 at Sr. No.UHN3-05075/ 2011.

And Whereas land said owners through their said constituted attorneys obtained necessary permission for development from Ambernath Municipal Council is obtained vide permission no. vaui@ujoh@caki@11&12@1243@2079-rk 27-01-2012-

And Whereas said land owners through their said constituted attorneys converted land in question to non-agricultural use vide eâlqy@-d&1@Vs &14@,u ,;ih@,l vkj&22@2012 rk°18@04@2012 from the Office of Collector Thane at Thane.

And Whereas said owners had no financial capacity/ technical knowledge and peripheries required for such development hence said owners mentioned herein above have allowed the Promoter/ Party of the First Part to develop said land as per registered Development Agreement dated 20-06-2012 which was duly executed and registered in the Office of Sub-Registrar of Assurances Ulhasnagar 3 at Sr. no.UHN3-03196/ 2012 dt.20-06-2012 for a consideration stated therein.

And Whereas said land owner have also executed necessary irrevocable General Power of Attorney dt.20-06-2012 in favour of said partners of the M/s. Satyabhama Developers which was duly executed and registered in the Office of Sub-Registrar of Assurances Ulhasnagar 3 at Sr. no.UHN3-03197/ 2012 dt.20-06-2012 and said Development Agreement and Power of Attorneys are still subsisting and valid.

And whereas the Promoter is constructing multi storied buildings over said land as per permission granted by the Ambernath Municipal Council having residential flats therein and the promoter is entitled to deal with/ sale flats and units/ premises, receive consideration, give possession, execute and register agreements for sale as per said development agreement and power of attorney executed by the owner;

And whereas all flats/ premises/ units in the said building are being sold under the provisions of Maharashtra Ownership Flats (Regulation of promotion of

construction, sale, management and transfer) Act 1963 as agreed under Development Agreement.

AND WHEREAS the Promoter had entered into a standard agreement with the Architect registered with local authority.

AND WHEREAS virtue of said Development Agreement dt.20-06-2012 Promoter herein alone has sole and exclusive right to sell the flats/ premises/ units and enter into Agreement for Sale with the purchaser and receive consideration from him/ her and give possession of the flats/ premises/ units on what is popularly known as Ownership basis under provisions of the said Act.

AND WHEREAS the flat/ premises/ unit purchaser demanded from the Promoter inspection of the documents of title which the Promoter has given to the purchaser as required under the said Act and also handed over copies of the same to them/ him/ her and the purchaser is satisfied about right of the Promoter over said flats/ premises/ unit.

AND WHEREAS the Promoter has commenced and completing development work in accordance of said plan.

AND WHEREAS the Purchaser has requested the Promoter herein to sale on ownership basis **Flat no. ----- in Building Type 4 known as IRIS of Sadashiv Puram Complex** admeasuring ----- sq. ft. Carpet + ----- sq. ft. flower on ---- floor of the building under construction on the said land over which the Promoter have acquired right under said Sub-Development Agreement dated 20-06-2012 as stated above and Purchaser declared that they are not holding any flat within local limits in any Co-operative Housing Society and on relying upon said declaration the Promoter has agreed to sell to the Purchaser said flat at the price and on the terms and conditions hereafter appearing.

AND WHEREAS prior to the execution of this agreement the purchaser have paid to the Promoter a sum of. **RS. -----/- (Rupees ----- Only) by Cheque** as part payment/earnest money, receipt of which is admitted by the Promoter and the Purchaser has agreed to pay to the Promoter balance amount of sale price/ consideration in the manner hereinafter appearing.

AND WHEREAS as per law the Promoter is required to execute necessary Agreement for Sale and also to register the same NOW THIS AGREEMENT

WITNESSETH and it is hereby agreement by and between the parties hereto as follows:

1. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser **Flat no. ---- in Building Type 4 known as IRIS of Sadashiv Puram Complex** admeasuring ---- sq. ft. Carpet + ----- sq. ft. **flower on ---- floor** which is being constructed on piece and parcel of non-agricultural land bearing City Survey no.9285 corresponding Gut no.10 (P) admeasuring 0-44R -5 situated at village Morivali Taluka Ambernath Dist. Thane within the limits of Ambernath Municipal Council more particularly described in First Schedule written hereunder for **Total Consideration/ Price of ` . ----- /-**
- (Rupees ----- Only) excluding proportionate costs of common area and facilities which are described in the second schedule written hereunder. The purchaser hereby agrees to pay balance of the said consideration i.e. ` . RS. -----/-- to the Promoter the amount of consideration in following manner–
 - a. 15% of the total price at the time or prior to signing this Agreement
 - b. 15% of the total price on completion of the Plinth
 - c. 10% of the total price on completion of the 1st Slab
 - d. 10% of the total price on completion of the 2nd Slab
 - e. 10% of the total price on completion of the 3rd Slab
 - f. 10% of the total price on completion of the 4th Slab
 - g. 05% of the total price on completion of the 5th Slab
 - h. 05% of the total price on completion of the 6th Slab
 - i. 05% of the total price on completion of the 7th Slab
 - j. 05% of the total price on completion of the 8th Slab
 - k. 05% of the total price after completion of the Brick work
 - l. 03% of the total price on completion of Plaster work
 - m. 02% of the total price at the time of handing over possession of the Flat
2. The promoter had observed, performed and complied with all terms and conditions, stipulation, restriction which have been imposed by the concerned authorities at the time of sanctioning the said plan or thereafter and shall before handing over possession of the flat obtain completion certificate in respect of flat.
3. The promoter has utilized FSI as shown in approved plan and the promoter is entitled to use floor space available in respect of said land if allowed as per Law

and as per Development Agreement and the purchaser shall not raise any objection for the same.

4. The Purchaser specifically agrees to pay balance amount of consideration as and when it becomes due and on failure to do so without prejudice to the right of the Promoter to cancel/ terminate this Agreement will be liable to pay interest on such outstanding amount at the rate of 24% p.a. from date of default till same is cured to the Promoter.
5. On the purchaser committing default in payment on due date of any amount due and payable by him to the Promoter under this agreement and the purchaser committing breach of agreement in any manner the Promoter shall be entitled to their option to terminate this agreement by giving fifteen days notice to the Purchaser and if such default is not cured by the Purchaser within said notice period this agreement will stand terminated/ cancelled and the Promoter will have right to sell/ transfer/ assign said flat to any other party at its discretion. On termination of this agreement whatever payments made by the Purchaser till such time will be forfeited.
6. The fitting and fixture and amenities to be provided by the Promoter in the premises and said building are those set out in Annexure _____
7. The Promoter shall give possession of the premises to the Purchaser on or before ----- . If the Promoter neglects/ fails to give possession of the flat to the Purchaser on account of reasons beyond its control as per provisions of Sec.8 of the Maharashtra Ownership Flats Act 1963 then the Promoter shall be liable to refund the amount paid by the Purchaser in respect of said flat to the Purchaser if demanded by him with interest at 9% p.a. and in such even the Purchaser will have no right, title, interest over said flat and the Promoter will be free to enter into transaction of sale, transfer of said flat in favour of any party and receive its consideration.
8. The Promoter is entitle for reasonable extension of time for delivery of possession of the flat in case of following events
 - i) Non availability of steel, cement, other building material
 - ii) Water and/ or Electricity supply
 - iii) Any natural calamity, war, riots or act of God

- iv) Any legal dispute, order of local or Government authority
 - v) Or attachment of the property/ injunction over the property from any authority established under law.
9. The Purchaser shall take possession of the flat within 8 eight days from receipt of notice intimating them/ him/ her that flat is ready for use and occupation and they/ he/ she shall be liable to pay the proportionate share of outgoings in respect of the said land called as Tax on open land for the period from the date of building commencement certificate till the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of outgoings towards said flat namely municipal property taxes, cess, bills in respect of water, electricity connection, commons expenses, maintenance charges etc. from date of possession till the society is formed.
 10. The Purchaser shall use the flat or any part thereof only for residential and if user is changed and if any action is taken by the Local Authority/ penalty is imposed, additional taxes, charges are levied on account of that the Purchaser shall be responsible for the same.
 11. The Purchaser along with other purchasers of the flats in the said building join in forming a Co-operative Housing Society or an association of Owners, Company as the case may be which will be styled as Sadashiv Puram and for that purpose sign applications, affidavits, declarations, statements, proposed bye laws pay charges and do all other acts which may be necessary for formation of such Housing Society or Association of Owners/ Company as per Sec.10 of the said Act.
 12. On completion of project/ development work and on receipt of full payments from all the Purchasers of flats and shops the Promoter will take necessary steps for conveying the land with building in favour of the Co-operative Housing Society or Company or to the Flat purchaser as the case may be at the costs of the flat purchaser /s

13. The purchaser shall be liable to pay following amount to the Promoter before taking possession of the flat namely

₹. 7,500-00	Toward Legal Fees/ Charges;
₹. 361-00	Share Capital and Entrance Fee;
₹. 2,500-00	Charges for formation and registration of the Society/ Association/ Company;
₹.10,000-00	Proportionate charges towards borewell installation etc;
₹. 7,500-00	Proportionate share of taxes and other charges;
₹.12,500-00	Towards M.S.E.D.C. Ltd., deposit, electric connection charges etc;
₹.10,500-00	Towards proportionate share in respect of betterment or development charges, stacking charges payable to the Municipal Council & Miscellaneous expenses.

₹.50,861-00 TOTAL

In case Society is not formed within said period the purchaser shall be liable to pay maintenance charges at the rate of ₹.1,200/- per month.

The purchaser shall be liable to pay ₹._____ charges/ deposit for installation of Transformer as demanded by M.S.E.D. Co. Ltd., including proportionate costs of transformer and its installation before taking possession of the flat as intimated by the Promoter. The flat holder will liable to pay energy bill for the Consumer number as demanded by the M. S. E. D. Co. Ltd., and the promoter will not be responsible for any disconnection for non- payment of the bill for the same.

14. The Promoters shall utilize the amount mentioned in Para no.13 above being given by the purchasers to the promoter for meeting all legal cost, charges and expenses, including professional cost of the Advocate of the promoter in connection of formation of the Society, preparing its rules/ byelaws, regulations, cost of preparing, engrossing this agreement, infrastructural development,

municipal development charges, transformer installation, eclectic meter cable charges, property taxes etc., the Purchasers/ Society shall not call upon the promoter to furnish the details of the expenses and also to handover the balance amount to the Society when formed.

15. The purchaser shall be liable to pay proportionate development charges/ N.A tax levied by local body or Government of Maharashtra, proportionate share in costs execution of final conveyance charges before taking possession of the flat.
16. The purchaser shall be liable to pay Costs of additional amenities/ services provided, constructions carried out in the premises or for the premises including any charges levied by the local authority for enclosing balconies on or before taking possession of the flat.
17. The Purchaser shall be liable to pay proportionate charges of stamp duty and registration charges to the Promoter at the time of conveyance of the property in favour of the society/ association of owners and the Promoter shall not be liable for any amount in respect thereof.
18. The purchaser and all persons coming through him/ her in the said flat covenant with the Promoter that –
 - a) To maintain the flat at purchaser's own costs in good and tenantable condition from date of intimation to take possession and not to do any thing in or to the building in which flat is situated staircase or any passage which may be against the rules, regulation or bye laws of the local authority or any other authority or to make any alteration, changes, additions in the flats or in area appertenant to it without consent of the Promoter, local authority and of the Society/ Association after its formation
 - b) Not to store in the flat any Goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or staircase of the building in which flat is situated or storing of which is objected to by the local or other authorities and shall not carry heavy packages on upper floors which will cause damages to the staircase, common passage and if case damage is caused on account of Purchaser failure to observe said conditions to the building or any part thereof the Purchaser shall be liable for the same and same will be treated as breach of conditions of this agreement.

- c) To carry at his/ her own cost all internal maintenance work, repair work, painting work, keep said flat, its drainage line, fittings, water pipe lines, electricity installations in proper working conditions and water tight. In case of any leakage through bath room, W.C, flooring to floors below said flat the Purchaser shall carry out repairs immediately on receipt of notice from the Promoter, flat purchaser of the lower floor, society or other local authority at them/ his/her costs and failure to do so will be treated as a breach of terms of this agreement and without prejudice to Promoter's right to terminate/take action against the Purchaser the Owner/ Promoter/ Society may carry out such repair work and recover charges with other costs from the Purchaser.
- d) Not to demolish any part of the flat, or building, remove any wall, beam, column or damage slab, change front elevations or make any changes in the design of the grills without consent of the Promoter and local authority and will not change colour combination of the building.
- e) Not to throw rubbish, dirt, garbage or other refuse or permit to do so from the said flat in open space/ land, common passage, staircase of the building and keep said articles, obstructions in the common passage, staircase, commit any act of encroachment over other land/ flats appertent to it and will not cause any act which may cause nuisance and annoyance to other occupiers.
- f) The purchaser shall not let, sublet, transfer, assign or part with possession of the flat or interest benefit under this agreement to any other person without paying entire amount of consideration/ other charges as per this agreement and without consent in writing from the Promoter.
- g) The Purchaser and all person residing with them/ him/her in said flat will abide by bye laws, rules of the ad-hoc committee, society when formed or of the Association of Owners/ Company as the case may be and shall pay all charges due to them as per rules on due dates. Failure to do so will be a breach of condition of this agreement and the Promoter can terminate this agreement without its right to recover such amounts by any other mode.

- h) The Purchaser will allow the promoter, its servants, contractor to inspect said flat at reasonable time during day for carrying out repairs to the building if necessary and for inspecting the same for general purpose.

19. On receipt of entire amount of consideration from all the flat purchasers and on completion of this project, formation of the Society the Promoter will arrange execute Conveyance Deed joining itself as the confirming party at the costs, including that of Registration and other misc. expenses, of the Society/ Association of Flat purchasers as the case may be. It is specifically agreed that the Promoter will have exclusive right over unsold portion of the building, terrace, and will be entitled to use available FSI for the said land which remained unused elsewhere and/or carry on additional construction work on upper floors, submit revise plan for the same till property/land is conveyed to the society and the Purchaser will not raise any objection to the same. The Promoter has also right to raise loan from financial institution against security of the said building and land as long as property is not conveyed to the society. Before executing conveyance the Promoter shall clear all encumbrances created by it over said land and convey property free of any encumbrances to the Society. It is also agreed that the promoter has right to assign rights which it has acquired to any other person/firm for consideration and such person/ firm will be responsible for further work subject to terms of this agreement and the Purchaser shall not object to it. The Promoter shall not be responsible to pay any maintenance charge in respect of unsold flats till such flats are sold and in such event the purchaser of such flat will be responsible to clear all charges in respect of the same.
20. Nothing contained in this Agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/ her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoter until the said land

and the said building is transferred to the Co-operative Society as herein before mentioned.

21. Any delay tolerated on indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the promoter shall not be constructed as a waiver on the part of the Promoter of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the promoter.
22. The Purchaser shall deposit with the Promoter a sum, 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 favor of the Co-operative Housing Society or Association of Apartments. It is agreed that unless and until the Purchasers of various flats/ premises/ units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoter shall not be obliged to execute or cause to be executed the Final Deed of Conveyance in favour of the Co-operative Housing Society/ Association of Apartments.
23. 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 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 proper written permission is obtained from the concerned local authority and the Promoter or the Society.
24. The Promoter shall be entitled to transfer, assign, dispose off and / or sell in any manner they / he / she deem proper the said terrace, still, garage etc., to anybody. The Purchaser alongwith the other purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoter and the Promoter shall have full right and absolute authority to enclose

the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.

25. The Promoter shall become the member of the society in respect of unsold flats/ premises and other rights and benefits stated above. If the Promoter transfers, assigns and disposes off said flat/s - premises/s other right 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 Purchaser will not have any objection to admit such assignee/ transferee as the member/s of the society.
26. The Purchaser agrees that they along with the other purchasers of the flats will not charge anything from the Promoter or its nominee/ nominees/ 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 advertisements or hoardings etc., for the purpose mentioned herein above.
27. The Promoter shall have the right to make additions and / or alterations and raise or put up additional structures, as may be permitted by concerned authorities in the terrace or the said land and/ or grant right of way from the said land for development of any property. It is further specifically brought to the notice of the Purchaser that the Promoters have reserved their right to obtain the TDR from other sources to be used and utilized on the said property and if such TDR is availed and put to consumption on the said proposed building in accordance with the sanctioned plans and permissions from the Municipal Authorities, the purchaser herein shall have no objection of such utilization of the TDR and construction of additional floor space.
28. The transaction covered by this contract at present is not understood to be a Sale liable to Tax under Sales Tax Laws. If however, by reasons by any amendments to the constitution or enactment or amendment of any other Laws, Central or State, this transaction is held to be liable for tax as a sale or as a whole or in part, in connection with this transaction are liable to be taxed, the same shall be

payable by the purchaser alongwith the other purchaser of the building on demand at any time.

29. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled at his sole and absolute discretion:

- a. To form a Society or Association of Apartments or any other body / bodies of Purchasers to be formed and constituted
- b. To decide and determine how and in what manner the infrastructure including the common utility area such as gardens, open spaces, roads etc. may be transferred and / or conveyed / assigned / leased.
- c. To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including gardens and roads if any.
- d. To decide from time to time to what extent the building /s alongwith land appurtenant to it is transferred to the respective body formed.
- e. To decide from time to time when and what sort of document of transfer should be executed.

30. It is clearly understood and agreed by and between the parties hereto that the Promoter shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser / occupant of such terrace / gardens shall be entitled to make use of the same of the purpose whatsoever, as permissible by Law. However, the Purchaser / occupant shall not enclose or cover the terrace / garden without written permission of the Promoter and / or the society of such body formed, as the case maybe and Municipal Corporation / council and other concerned Authorities.

31. The Promoter 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, car parking, stilt and any other Non-Residential purpose and the Purchaser herein alongwith the other Purchasers shall not raise any objection for such Non-Residential use of the premises sold by the Promoter to the intending Purchasers.

32. It is clearly understood to the Purchaser that the entire land area of the property as described in the Schedule is _____ sq. mts. However if due to the acquisition of certain area by the local authority for the purpose of its road and other reservations, as well as considering the area to be allotted to the Row Houses and independent bungalow owners, the net area available for Conveyance in favour of the Co-operative Housing Society or Corporate Body will be reduced by the area acquired by the local authority and the Purchaser shall have no right to demand any land area of which the floor space index is used, availed or utilized in construction of multistoried building.
33. The Promoter has reserved its rights to allot the Terrace area or the premises above lift well for the purpose of installation of mobile link towers or B.T.S equipments and the Purchaser is aware of the same and has granted equivocal and irrevocable consent for the same. The Purchaser or their/ his/ her nominees shall not be entitled to claim any compensation or any part of the revenue accrued from the same nor is entitled to levy any maintenance charges for using the said facility.
34. The Purchaser shall not claim any deduction in cost of his/ her/ their flat/ premises/ unit on account of deletion of any item of construction/ amenities as per his requirements, of the purchaser in his/ her./ their flat/ premise/ unit
35. All notices to the Purchaser will be served/ address at, -----
----- . And
notice, which is required to be given to the Promoter will be addressed at **38, Gurukrupa, Suryodaya CHS Ltd., Ambernath (E)**

The building will be known **IRIS** of **SADASHIV PURAM**. In case due to legal provisions society could not be formed the purchasers will form an Association of Owners/ Company as per provisions of Maharashtra Apartment Ownership Act 1970 and for that purpose the Promoter will file necessary declaration as required under law and execute apartment deeds in favour of purchasers at their costs. Area mention is the agreement is based on measurements shown in the plan. However it may vary to the extent of 5% plus or minus side and the Purchaser will be liable to pay increased or reduced price workout on the basis of then prevailing rate.

This agreement will be subject to provisions of Maharashtra Ownership Flats (Regulation of promotion of construction, sale, management & Transfer) Act 1963.

SCHEDULE A

DESCRIPTION OF THE PROPERTY

ALL THAT IN PIECE AND PARCEL piece and parcel of non-agricultural land bearing City Survey no.9285 corresponding Gut no.10 (P) admeasuring 0-44R -5 situated at village Morivali Taluka Ambernath Dist. Thane within the limits of Ambernath Municipal Council Bounded by -

On North : MIDC Land
 On South : Gut no.04
 On East : Gut no.07
 On West : Gut no.10

SCHEDULE B

DESCRIPTION OF THE FLAT

Flat no.---- admeasuring ----- sq. ft. Carpet + ----- sq. ft. flower on ----- floor in **Building Type 4 know as IRIS** of Sadashiv Puram which is being constructed on City Survey no.9285 corresponding Gut no.10 (P) admeasuring 0-44R -5 situated at village Morivali Taluka Ambernath Dist. Thane within the limits of Ambernath Municipal Council

DATE : -- /---/-----

SIGNED, SEALED AND DELIVERED by
M/s. SATYABHAMA DEVELOPERS
Through its authorized partners
Mr. Anil Sadashiv Dalal

SIGNED AND DELIVERED by **PARTNERS**

PURCHASER

Witness

1. -----

2. -----

RECEIPT

Date : 31- 03 - 2016

RECEIVED ` RS -----/- (Rupees ----- Only) from the Purchaser as
stated above as part payment towards price of the **Flat No. ---- on ----- floor in Building**
Type 4 known as IRIS of Sadashiv Puram as stated above by Cheque vide receipt
nos.-----

M/s. Satyabhama Developers
PARTNERS

ANNEXTURE
PARTICULARS OF THE AMENITIES

1. R.C.C framed structure with seismic design
2. Well designed elevational features with attractive finishes
3. Teakwood framed decorative laminated door
4. Good quality flooring tiles
5. T.V. and telephone sockets to be provided in living room
6. Window seal will be of green marble
7. Aluminum sliding windows to be provided in each flat
8. Concealed electrification to be provided in each flat
9. F.R.P. / Bakelite doors to be provided in toilets & bathroom
10. Hot and Cold water mixer fittings to be provided in all the bathrooms
11. Bathroom shall be provided with good quality tiles on flooring & full dado of glazed tiles will be provided
12. W.C. glazed tiles shall be provided full
13. Concealed G.I. plumbing to be provided in kitchen and toilets & bathrooms Sintex tank point
14. Green Marble platform with S. S. Sink and 2 feet glazed tile dado above platform to be provided in kitchen
15. Colour :- The paint shall be cement paint externally, oil paint to wood and white wash to internal walls

N.B. :- The above schedules final, in case any amenities are not required by the flat purchaser no refund of any kind will be made by the builder