



॥ Shree Chamunda Krupa ॥

Off.: 2754 6908
2754 6955

Sai Developers

Off.: Shop No. 1, "ASHIRWAD" Plot No. B - 222/A, Sector - 19, Opp. Bus Depot, Koparkhairane, Navi Mumbai - 400 709.

Ref. No.

Date :

To,

Dear Madam/Sir,

SUB :- ALLOTMENT OF Flat No. _____ Floor, "SAI GANESH BUILDING" Plot No. 9, Sector-15, Ghansoli, Navi Mumbai-400701.

This is to confirm and record that we have agreed to sale and you have agreed to purchase Flat No. _____ Floor, building known as "SAI GANESH BUILDING", on Plot No. 09, area admeasuring _____ Sq. Fts. Carpet, situated at Sector 15, Ghansoli, Navi Mumbai - 400 701, for an aggregate price of Rs. _____/- (Rupees _____ Only) exclusive of all other deposits, registration charges.

It is specifically agreed by and between us that time for payment/s of installments in time is the essence of the agreement. You have been made aware that default in such compliance would compel us to cancel the reservation and refund all the amounts paid by you without interest after deduction our expenses & losses.

Yours Faithfully,

We Confirm :

Purchaser :

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Navi Mumbai on this _____ day of _____ 2017, BETWEEN **M/S. SAI DEVELOPERS (PAN NO. ABGFS2798N)** through its Partners **(1) MR. RISHIKESH SHIVRAM PATIL**, age 28 years, & **(2) MR. NARENDRA TULSI MANANI**, age 34 years, having address at Shop No. 1, Ashirwad Building, Plot No. 222, Sector 19, Kopar Khairane, Navi Mumbai – 400 709, hereinafter for brevity's sake called and referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the party of the FIRST PART.

AND **(1) MR.**_____, age ____ years, **(PAN NO. _____)** & **(2) MRS.**_____, age ____ years, **(PAN NO. _____)**, both adults, Indian Inhabitants, residing at _____, hereinafter for brevity's sake called and referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the party of the SECOND PART.

DESCRIPTION OF PROPERTY

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FLAT NO. _____ FLOOR, PLOT NO. 09, UNDER 12.5 % G.E.S., SECTOR 15, GHANSOLI, NAVI MUMBAI, TAL. & DIST. THANE.

BUILDING KNOWN AS : "SAI GANESH"

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BUILDING CONSISTS : GROUND + TWENTY FIFTH UPPER FLOORS

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SALE PRICE : Rs. _____/- (RUPEES _____ ONLY)

(hereinafter referred to as "THE SAID FLAT").

WHEREAS :

1. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act, 1956 (I of 1956) hereinafter referred to as "THE CORPORATION" is the New Town Development Authority declared for the area designed as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (I) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra XXXIII of 1966) (hereinafter referred to as "the said Act").
2. The State Government in pursuant to section 113 (A) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.
3. The Corporation laid down Plot in Ghansoli, Tal. & Dist. Thane, on one of such piece of land so acquired by the State Government and subsequently vested by the State Government in the Corporation for being leased to its Intending Lessee.
4. By an **Agreement to Lease** made at CBD, Belapur, Navi Mumbai, on dated **26.08.2011**, by the Corporation (hereinafter referred to as "the said Agreement") the Corporation has agreed to lease to the Original Allottee i.e. **1) SMT. LAXMIBAI DATTATRAY RANKAR & 2) SHRI. ROSHAN DATTATRAY RANKAR**, (hereinafter referred to as the "ORIGINAL ALLOTTEE/S") one of such **Plot of land bearing No. 09, admeasuring about 1246.70 Sq. Mtrs., Under 12.5% Gaothan Expansion Scheme, Sector 15, Ghansoli Village, Navi Mumbai, Tal. & Dist. Thane**, (hereinafter referred to as "THE SAID PLOT") in consideration of a premium of **Rs.27,500/- (RUPEES TWENTY SEVEN THOUSAND FIVE HUNDRED ONLY)** to the Corporation subject to observance of the terms and conditions mentioned in the said Agreement to Lease.

AND WHEREAS :-

The said Agreement to Lease dt. **26/08/2011**, has been registered with Sub-Registrar of Assurance of **THANE-6**, vide Document No. **TNN6-03961-2011**, Receipt No. **4037**, dated **29.08.2011**.

AND WHEREAS :-

By an **Tripartite Agreement dated 1st day of December, 2011**, made and entered into between The City and Industrial Development Corporation of Maharashtra Ltd., therein referred to as the CORPORATION of the ONE PART AND 1) **SMT. LAXMIBAI DATTATRAY RANKAR & 2) SHRI. ROSHAN DATTATRAY RANKAR**, therein referred to as the ORIGINAL LICENSEE of the Party of the SECOND PART and **M/S. SAI DEVELOPERS** through its Partners (1) **MR. RISHIKESH SHIVRAM PATIL, & (2) MR. NARENDRA TULSI MANANI**, hereinafter referred to as the NEW LICENSEES of the Party of the THIRD PART, and the **Tripartite Agreement** duly registered with Sub-Registrar of assurance at **THANE-6**, vide its Document No. **TNN6-05481-2011**, Receipt No. **5596**, on dated **01.12.2011**, the Party of the FIRST and SECOND PART have transferred their rights, claim, interest, including development rights in respect of the said Plot of land bearing No. **09**, admeasuring about **1246.70** Sq. Mtrs., Under 12.5% Gaothan Expansion Scheme, Sector 15, Ghansoli Village, Navi Mumbai, Tal. & Dist. Thane, in favour of the Party of the THIRD PART i.e. **M/S. SAI DEVELOPERS** through its Partners (1) **MR. RISHIKESH SHIVRAM PATIL, & (2) MR. NARENDRA TULSI MANANI** (hereinafter referred to as the "Developers"), vide its transfer Order No. **ãÖã¡ãŠã / ãÖãÖ!ã / Ôã»¼ãã / Üã¥ãÔããÑËè / 167 / 2011, ãªãããããŠ 05.12.2001**.

AND WHEREAS :-

By virtue of the above stated Tripartite Agreement the above named **M/S. SAI DEVELOPERS** through its Partners (1) **MR. RISHIKESH SHIVRAM PATIL, & (2) MR. NARENDRA TULSI MANANI** is entitled to develop and construct building over the said Plot of land bearing No. **09**, admeasuring about **1246.70** Sq. Mtrs., Under 12.5% Gaothan Expansion Scheme, Sector 15, Ghansoli Village, Navi Mumbai, Tal. & Dist. Thane.

AND WHEREAS :-

The above said plot is under construction as per the plans and specifications approved by the PLANNING AUTHORITIES of Navi Mumbai Municipal Corporation.

AND WHEREAS :

The Navi Mumbai Municipal Corporation has issued Commencement Certificate vide their Letter bearing No. NMMC/TPO/BP/Case No. A-15212/1252/2012, dated 13.03.2012, to commence the construction work of the Residential building on Plot No. 09, in Sector 15, at Ghansoli, Navi Mumbai.

AND WHEREAS:

The M/S. SAI DEVELOPERS through its Partners (1) MR. RISHIKESH SHIVRAM PATIL, & (2) MR. NARENDRA TULSI MANANI, (hereinafter referred to as the "DEVELOPERS") are the only lawful exclusive owners in peaceful possession of above said Plot bearing No. 09, in 12.5% (G.E.S.), situated at Sector 15, Ghansoli, Navi Mumbai, Tal. & Dist. Thane.

AND WHEREAS :

Under the said agreement which was executed and DEVELOPERS exclusive & legally entitled to develop the said plot of land on the terms and conditions set out in the said Agreement.

AND WHEREAS :

By an under the said Agreement Dt. 26.08.2011 the DEVELOPERS entitled to construct a building on the said Plot No. 09 and thereon consisting **GROUND + TWENTY FIFTH UPPER FLOORS** and to sell the said Flats on ownership basis.

AND WHEREAS :

THE DEVELOPERS has constructed a building on the said land in accordance with the plans and specifications approved by the CIDCO/NMMC Planning Authority subject to such modification or

modifications and various that may be required to be made by the DEVELOPERS.

AND WHEREAS :

The Building to be constructed on the said **Plot No. 09**, shall be always known as **"SAI GANESH"**.

AND WHEREAS :

The Purchaser/s has taken inspection of the said Agreement and has appraised himself of all the terms and conditions and has also taken the inspection of all deeds, documents and other papers as also the plans and fully satisfied himself about the same as also the title of the said property.

AND WHEREAS :

The Purchaser/s has agreed to purchase the **Flat bearing No. _____, on _____ Floor, building known as "SAI GANESH" on Plot No. 09, situated at Sector - 15, under 12.5% G. E. Scheme, Ghansoli, Navi Mumbai, Tal. & Dist. Thane**, the said building constructed by the party of the First Part on the terms and conditions hereinafter contained.

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

(1) The Developers shall under normal conditions construct a building or buildings as per the plans, designs and specifications inspected and approved by the Purchaser/s with such variations and modifications as the Developer may consider necessary or may be required by any Local/Competent authority to be made in any of the Flat. The Purchaser/s hereby consents to such variations.

(2) The Purchaser/s has prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Developer to the Plot and no requisition or objection shall be raised upon the Developer in any matter relating thereto. A copy of the Certificate of Title issued by **MRS. S. R. NARULA** Advocate High Court is hereto annexed and marked as Annexure A.

(3) The Purchaser/s hereby agrees to acquire the said Flat a lump sum price _____ of **Rs._____/- (RUPEES _____ ONLY)** which includes the proportionate price for undivided interest in the common areas and facilities of the said building as mentioned in Clause 5 herein below. Flat details as under :

Building Name : **SAI GANESH**
Flat No. : _____
Total Carpet area of Flat : _____ Sq. Mtrs.
(A To E)
a) Actual Carpet area of Flat : _____ Sq. Mtrs.
b) Area of C. B. : _____ Sq. Mtrs.
c) Area of F. B. : _____ Sq. Mtrs.
d) Service Area : _____ Sq. Mtrs.
e) Servant Toilet Area : _____ Sq. Mtrs. +
 _____ Sq. Mtrs. **Terrace Area**

(4) The Flat agreed to be bought by the Purchaser/s includes enclosed balcony and or balconies, if any, the right to use common areas and facilities available in the building and also the Purchaser/s undivided interest in the restricted areas and facilities for the use of the said premises.

(5) The Purchaser/s has agree to pay to the Developer the purchase price of **Rs._____/- (RUPEES _____ ONLY)** as per the payment schedule set out in the THIRD SCHEDULE hereunder written.

5A. The parties hereto agree and understood that, as per section 194IA of Income Tax Act, w. e. f. **01.06.2013**, TDS on transaction of immovable property is to be deducted @ 1% where the consideration exceed **Rs.50,00,000/-**. In view of compliance to above said provision, the Purchaser/s shall deduct the TDS @ 1% on total price consideration of **Rs._____/-** which comes to **Rs._____/-** and deposit the same

through form 26QB as prescribed by the Income Tax Authority and furnish the TDS Certificate to the Developer without committing any default in respect thereof. It is hereby clarified that the amount of **Rs._____/-** deducted as TDS shall be deemed as forming part of total price consideration of the said Flat.

(6) The specifications, materials, fixtures/fittings and all such other amenities shall be as per the list set out in the Second Schedule hereunder written and the Purchaser/s has satisfied himself/herself/themselves about the same and about the design of the building.

(7) If due to any unavoidable circumstances, there is any increase in the price of the building materials such as cement, steel etc., the Purchaser/s shall bear such increase in price without raising any objection in respect thereof.

(8) The Developer shall not be liable for any loss, damage, injury or delay due to any cause beyond their control, including acts of Government, strikes, lock outs, fire, lightening, explosion, flooding, riots, civil commotion, and acts of war, malicious mischief or theft.

(9) The Developer shall, in respect of any amount unpaid by the Purchaser/s under this Agreement, have a first lien and or charge on the said Flat under the stilt or open car parking space agreed to be acquired by the Purchaser/s.

(10) Without prejudice to the Developer rights under this Agreement and or in law, the Purchaser/s shall be liable to pay interest at 18% per annum on all amounts due and payable by the Purchaser/s under this Agreement, if such amount remains unpaid for seven days after its due date.

(11) The Developer shall not be liable for any loss, damage, injury or delay due to the Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO/NMMC/Any Local Authority concerned, causing delay in giving and supplying

permanent water connection or such other service connections necessary for using and or occupying the said Flat.

(12) On obtaining the part occupancy/occupancy certificate from the NMMC/CIDCO/Concerned authority the Developer shall be entitled to hand over possession of the said Flat to the Purchaser/s even though permanent electricity and water connections are not sanctioned by the concerned authorities. The Purchaser/s shall not be entitled to make claim or demand on the Developer for the delay in getting the permanent electric and water connections. On the Developer offering possession of the Flat to the Purchaser/s, Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water.

(13) The Developer shall deliver possession of the said Flat to the Purchaser/s by _____. The Developer shall not incur any liability if they are unable to deliver possession of the said Flat by the aforesaid date if the completion of the building is delayed by reasons of non-availability of steel or cement or any other building material or by reason of war, civil commotion or any act of the God or in non-delivery of possession is a result of any notice, order, rules, notifications of the Government, Court of law and or any other public authority or for non-availability of water and or electricity connection from the concerned authorities or any reasons unforeseen or beyond the control of the Developer or due to Force Majeure.

(14) The Purchaser/s shall take possession of the said Flat within seven days of the Developer giving the Notice to the Purchaser/s that the said Flat is ready for the use and occupation.

(15) Upon possession of the said Flat being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the occupation of the said Flat and shall have no claim against the Developer in respect of any items of work in the said Flat. The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used for the purpose for which it is allotted.

(16) The Purchaser/s along with other Purchaser/s of, Flat in the building shall join in forming and registering the Society or a Limited Company to be

known by such name as the Purchaser/s may decide and for this purpose also, from time to time, sign and execute the application for registration and or membership and other papers and documents necessary for the formation and the registration of the Society or limited Company and for becoming a member, including the bye-laws of the proposed society or the Limited Company as the case may be and duly fill in, sign and return to the Developer within 10 days of the same being forwarded by the Developer to the Purchaser/s so as to enable the Developer to register the society or the limited company as the case may be under section 10 of the Maharashtra Ownership Flat (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1963. No Objection shall be taken by the Purchaser/s if any changes or modification are made in the draft bye-laws or the Memorandum and or Article of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.

(17) Commencing a week after notice is given by the Developer to the Purchaser/s that the said Flat is ready for the use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area at the Flat) of out-going in respect of the said land and Building namely local taxes, betterment 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. Until the Society/Limited Company is formed and the said land and building transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of out-goings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined. The amounts paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance and or assignment of lease is executed in favour of the Society or a limited company as aforesaid. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of out-goings regularly on or before 5th day of each

every month in advance and shall not withhold the same for any reason whatsoever.

(18) If there is any increase in F.S.I. or any other benefits, then such increase in F.S.I. or other benefits shall go to the Developers. The Purchaser/s or the member of the proposed cooperative housing society or limited company or any other legal body shall not raise any objection to the Developers utilizing such increased F.S.I. and or using and or appropriating such benefits.

(19) The Purchaser/s agrees and binds himself to pay regularly by 5th of each month in advance to the Developer until the lease or the transfer of the said property is executed in favour of Co-operative Housing Society or Limited Company as the case may be, the proportionate share that may be decided by the Developers.

19A) The Purchase price mentioned above is **including** of the following charges i.e.

- i) Water Connection charges and Electricity connection charges & Electric cable laying charges, Water Resource development charges, MSED meter deposit, Water connection deposit and meter charges
- ii) Development Charges/Infrastructure Development Charges.

19B) The Purchase price mentioned above is **exclusive** of the following charges i.e.

- i) Transfer Fees payable to CIDCO LTD.
- ii) Charges and expenses including Advocate's and Solicitor's fee for formation, registration of the said association/society including the share money and application fee.
- iii) Stamp Duty, Registration, Legal Charges and other charges payable to the concerned authorities for registration of this Agreement.
- iv) Legal and document charges at the time of execution of this Agreement.
- v) Charges for valuation report, if required.
- vi) Service charges payable to CIDCO LTD., from the date of Agreement for Lease with CIDCO LTD.,
- vii) V. A. T. (Value Added Tax).

- viii) Service Tax, Cess or any other taxes or charges levied by the State or Government authorities by whatever name called from time to time and as applicable.
- ix) Fire Taxes or any other taxes or charges levied by State or Government authorities or MSSED.
- x) Any other taxes/charges that shall be levied or become leviable by CIDCO/NMMC or any Government authorities.
- xi) Annual Deposit for proportionate share of taxes and other charges (from date for the Occupancy Certificate).
- xii) Proportionate share of expenses for execution and registration of Conveyance in favour of Co-op. Hsg. Soc. Ltd., to be formed and the PURCHASER/S has/have to pay the same as and when required /demanded by the OWNERS/DEVELOPERS.

(20) It is agreed that if one or more of such Flat remain unsold at the time the building is ready for occupancy, the Developer shall be deemed to be the owners there of until such flat is agreed to be sold by the Developer to its intending buyers.

(21) The Purchaser/s for himself and with intention to bind all persons into whosoever hands the Flat may come, doth hereby covenant with the Developer as follows:-

- [a] To maintain the said Flat at the Purchaser/s own cost good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in to the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local and any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.
- [b] Not to store in the said Flat any good which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated 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 on upper floors which, may damage or likely to damage the staircase, common passages or any structure of the building in which the said Flat is situated, including entrances of the building and in case any damage is caused to the Building the said Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- [c] To carry at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or the building in which the said Flat is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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 thereof to the concerned local authority and other public authority.

- [d] Not to demolish or cause to be demolished the said Flat or any part thereof, or at any time make or cause to be made any addition or alteration of whatever nature in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said Flat situated and shall not chisel or any other structural part in the said Flat without the prior permission of the Developer and or the Society of the Limited Company.

- [e] Not to do or permit to be any act or thing which may render void or avoidable any insurance of the said land and the building in which the said Flat is situated or any part thereof or whereby an increase premium shall become payable in respect of the insurance.

- [f] Not to dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land the building in which the said Flat is situated.
- [g] Pay to the Developer within seven days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat is situated.
- [h] To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and or Government and or other public authority, on account of change of user of the said Flat by the Purchaser/s viz. Power for any purpose other than residential purpose.
- [i] The Purchaser/s shall not without the prior written permission of the Developer, let sub-let, transfer, assign or part with his interest or benefit of this Agreement or part with the possession of the said Flat until all dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of terms and conditions shall be entitle to grant such permission to the Purchaser/s on payment of transfer charges as may be decided by the Developer in this behalf.
- [j] The Purchaser/s shall observe and perform all the rules and regulation which the Society or the Limited Company may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to for protection and maintenance of the said building and the Flat, therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall Society or Limited Company as the case may be regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and

punctually toward the taxes, expenses or other out going in accordance with the terms of this Agreement.

[k] Till a conveyance of the building in which the said Flat is situated is executed, the Purchaser/s shall permit the Developer 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 conditions thereof.

(22) So long as each Purchaser/s in the said building shall not be separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the entire building upon the Purchaser/s and shall not questioned by the Purchaser/s.

(23) The PURCHASER/S herewith agree and confirm not to start or do the following activities in the said Flat and will also not lease to any person/s for doing the non-permissible activities viz. any kind of beer bar, Flour Mill, Mutton/Chicken Shop (butcher shop), Wine shop, Non-Vegetarian Restaurant, ladies Dancing Bar and Clubs in any circumstances. The PURCHASER/S will not sell/lease the said Flat to any person/s without prior permission of the OWNERS/DEVELOPERS/Society and will ensure that the above said activities/business are not be carried in the said Flat and said Flat will be use only for residential purpose. The PURCHASER/S agreed that if still continued with the above restrictions then the Agreement executed with the PURCHASER/S will stand cancelled.

(24) Restaurant, Recreation clubs etc. will not be permitted in the Said Building without the written consent of the OWNERS/DEVELOPERS

(25) The said building shall always be known as “**SAI GANESH**” and the name of the Co-operative Housing Society or a Limited Company or Legal Body to be formed and registered may bear the same name or any other name, but the building name shall not be changed.

(26) When the Cooperative Society or Limited Company is registered or incorporated as the case may be and all the said dues paid as aforesaid, the Developer shall execute the necessary Assignment/Transfers in favour of such Cooperative Society or Limited Company as the case may be. The costs of the formation and registration of such Cooperative Society or Limited Company shall be borne and paid by the Purchaser/s proportionately.

(27) The Developer shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said land and in the building to be constructed thereon provided it does not in any way affect or prejudice the rights of the Purchaser/s herein.

(28) Nothing contained in this Agreement is intended to be nor shall be construed to be a grant, demise or assignment in law in or of the said Flat or of the said land and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces etc. will remain the property of the developer until the said land and Building is transferred to the Society/Limited Company as the case may be as herein before mentioned.

(29) The Purchaser/s shall not be entitled to sell and transfer his right, title, interest and" from the Developer. The Developer will issue such "NO OBJECTION CERTIFICATE" to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement benefits under this Agreement to any person obtaining prior in writing "NO OBJECTION CERTIFICATE for the said Flat only on payment of the transfer charges as may be decided by the Developer from time to time. The Purchaser/s shall not be entitled for grant of such NO OBJECTION CERTIFICATE unless and until he/she/they pay all the dues payable under this Agreement in full.

(30) The Developer shall have a right until execution of the Transfer / Assignment in favour of the proposed Cooperative Society or a Limited

Company or any other Legal Body to make additions, alterations, raise floors or put additional structures as may be permitted by the CIDCO and or the Local Authority. Such additions, alterations, structures and floors will be the sole property of the Developer who will be entitled to dispose of the same in any way they choose and the Purchaser/s hereby consents to the same.

(31) In case the Developer gets additional floor space index on the said land, the Developer will be entitled to such increased floor space index by erecting additional floors and or erecting additional building on the open space. The Purchaser/s will not object thereto and the Purchaser/s hereby accords unconditional and irrevocable consent thereto.

(32) The Developer is entitled to put on terrace Antenna, Sign Board Etc. for which the Purchaser/s will not raise any dispute.

(33) In respect of unsold flats, the Developer will continue to be Owners of such flats and as and when he sells such flats, buyers of such flats and units will be admitted as Member of the Society without payment of transfer charges.

(34) The Purchaser/s shall bear and pay wholly and exclusively all the stamp duty, registration charges on this agreement and also payable on the Lease Deed to be executed between the CIDCO and the society to be constituted in proportionate to the area of the flat or Flats.

(35) The terrace of the Building including the parapet wall shall always remain the property of the Developer and the Developer shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the Developer shall be exclusively entitled to the income that may be derived by display of such advertisement.

(36) It is expressly agreed and confirmed by and between the parties hereto that the terrace which is attached to the **Flat No. _____, On the _____ Floor** will be exclusive possession of the Purchaser/s of the said Flat and other Purchaser/s of the Flat in the said building will not, any manner object

thereto. The Purchaser/s shall not, in any manner object to the Developer selling to the Purchaser/s of the Flat with an attached terrace with exclusive rights of the said Purchaser/s to use the said terrace.

(37) The Purchaser/s shall maintain at his own cost the said flat in the same condition, state and order in which it will be delivered to him and shall abide by all the bye-laws, rules and regulations of the Cooperative society, Limited Company to be formed and registered, the Government, the CIDCO, the Maharashtra State Electricity Board and Local Authority.

(38) The Purchaser/s hereby agrees and binds to bear and pay the duty and registration charges pertaining to this Agreement and also to bear and pay his proportionate contribution towards the stamp duty and registration that may have to be paid in respect of the Lease Deed / Deed of Assignment to be executed by the CIDCO in favour of the Cooperative Society or a Limited Company as may be formed and registered.

(39) The Purchaser/s shall not do or permit to be done any act or thing which may render void or violable any insurance of any premises in or of the said building or any part thereof or cause any increase on premium to be respect thereof.

(40) The Developer shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Developer shall however bear and pay the Municipal taxes and any other taxes as may be levied by the Local Authority in respect of such unsold premises in the building.

(41) The Developer shall not be bound to carry out any extra work in the said Flat agreed to be sold by the Developer to the Purchaser/s under this Agreement. If the Purchaser/s wants the Developer to carry out any extra work in the Flat agreed to be bought by him from the developer, the Developer will agree to carry out such extra work provided that the Purchaser/s shall have deposited with the Developer the amount within seven days from the date of informing by the Developer to the Purchaser/s

fails to deposit estimated cost for carrying out the said extra additional work within the time stated herein before, then the Developer shall not be liable to carry out extra work in the said Flat.

(42) This Agreement shall always be subject to the terms and conditions contained in the said Agreement to lease and also subject to the provisions contained in the Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 and the rules and regulations made there under including the New Bombay Disposal of Lands Regulations, 1975.

(43) 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 registered post or under certificate of posting at his address specified below :-

(1) MR. _____

(2) MRS. _____

Add. : _____

_____.

(44) The stamp duty and Registration Charges payable under this Agreement shall be borne and paid wholly and exclusively by the Purchaser/s.

(45) The Purchaser/s and/or the Developer shall lodge this Agreement with the Sub Registrar of Assurances for the purpose of registration within time limit prescribed by the Registration Act and the Purchaser/s and the Developer will attend such office and admit execution thereof.

(46) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and the rules made thereunder.

FIRST SCHEDULE

(The Description of the Land)

ALL THAT piece or parcel of land known as Plot No. 09, Sector - 15, in Village Ghansoli, of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by admeasurement 1246.70 Sq. Mtrs. or thereabout and bounded as follows :

That is to say :-

ON THE NORTH BY	:	Plot No. 10
ON THE SOUTH BY	:	Plot No. 08
ON THE EAST BY	:	Plot No. 03 STP
ON THE WEST BY	:	8.00 Mtrs. Service Road

Falling within the registration jurisdiction of the Sub District Thane and District Thane.....

THIS SCHEDULE ABOUT REFERRED TO ABOVE**DESCRIPTION OF FLAT**

Flat bearing No. _____, on _____ Floor, building known as "SAI GANESH" on Plot No. 09, situated at Sector - 15, under 12.5% G. E. Scheme, Ghansoli, Navi Mumbai, Tal. & Dist. Thane, Total area admeasuring _____ Sq. Mtrs. Carpet + _____ Sq. Mtrs. Terrace area.

SECOND SCHEDULE
(LIST OF AMENITIES)

Amenities of the Flat

FLOORING :-

- ❖ Vitrified flooring in all rooms.

KITCHEN :-

- ❖ Granite kitchen platform with S. S. Sink.
- ❖ Wall Tiles dado up to beam level.

DOORS :-

- ❖ Decorative Laminated Flush Main doors.
- ❖ Decorative Laminated Flush Internal doors.
- ❖ Good quality brass Fixture & Fittings.
- ❖ Toilet Bakelite doors with Marble Frame.

WINDOWS :-

- ❖ Powder coated aluminium sliding windows with Marble sill.
- ❖ Powder coated aluminium, glass Louvered window in Toilets.

BATH/WC:-

- ❖ Designer glazed tiles dado upto beam bottom.
- ❖ Good quality sanitary wares fitting.
- ❖ Concealed Plumbing with premium quality C. P. Fitting.

WALLS & PAINTS :-

- ❖ Gypsum / POP finished internal walls with Acrylic Distemper paint.
- ❖ Acrylic paint for external walls

ELECTRIFICATION :-

- ❖ Concealed copper wiring & fittings.
- ❖ Provision of cable TV & Telephone in Living.
- ❖ AC point provision in Bedrooms.

TERRACE :-

- ❖ Special Brickbat water proofing treatment.

WATER :-

- ❖ Under ground & Overhead water tank with adequate storage capacity.

LIFT :-

- ❖ Reputed brand lift.

THIRD SCHEDULE
(Payment Schedule)

Sr. No.	%	Stages of Completion of Work	Amount of Installment
1	17%	Booking Amount & On Completion of Plinth	
2	3%	On completion of 1st Slab	
3	3%	On completion of 2nd Slab	
4	3%	On completion of 3rd Slab	
5	3%	On completion of 4th Slab	
6	3%	On completion of 5th Slab	
7	3%	On completion of 6th Slab	
8	3%	On completion of 7th Slab	
9	3%	On completion of 8th Slab	
10	3%	On completion of 9th Slab	
11	3%	On completion of 10th Slab	
12	3%	On completion of 11th Slab	
13	3%	On completion of 12th Slab	
14	3%	On completion of 13th Slab	
15	3%	On completion of 14th Slab	
16	3%	On completion of 15th Slab	
17	2%	On completion of 16th Slab	
18	2%	On completion of 17th Slab	
19	2%	On completion of 18th Slab	
20	2%	On completion of 19th Slab	
21	2%	On completion of 20th Slab	
22	2%	On completion of 21th Slab	
23	2%	On completion of 22th Slab	
24	2%	On completion of 23th Slab	
25	2%	On completion of 24th Slab	
26	2%	On completion of 25th Slab	
27	2%	On completion of 26th Slab	
28	5%	On completion of Brick Work & Plastering Work (Int. & Ext.)	
29	3%	On completion of Flooring, Plumbing & Electrical Work	
30	3%	On completion of Doors, Windows & Painting Work	
31	5%	On completion of Final Work	
	100%		

The Flat Purchaser/s has agreed to pay to the Developer a sum of **Rs._____/- (RUPEES _____ ONLY)** in the Following manner:-

- 1) A Sum of **Rs._____/- (Rupees _____ Only)** paid by Cheque vide its Cheque No. _____, dt. _____, drawn on _____.
- 2) And balance amount of **Rs._____/- (Rupees _____ Only)** shall be paid after getting loan from bank of any other financial institution within 45 days from the date of execution of this Part Payment Agreement.

IN WITNESS WHEREOF the parties hereto have in subscribed their
respective hands on this day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY THE
Withinnamed "DEVELOPERS"

M/S. SAI DEVELOPERS through its Partners

(1) MR. RISHIKESH SHIVRAM PATIL

(2) MR. NARENDRA TULSI MANANI

In the presence of

1

2

SIGNED SEALED AND DELIVERED BY THE
Withinnamed "PURCHASER/S"

(1) MR._____

(2) MRS._____

In the presence of

1.

2.

R E C E I P T

RECEIVED with thanks a sum of Rs. _____/- (RUPEES _____
 _____ ONLY) being the Part Payment of Sale Price from
 the withinnamed "PURCHASER/S" i.e. the party of the Second Part (1)
 MR. _____ & (2) MRS. _____, in
 respect of Flat bearing No. _____, on _____ Floor, building known as
 "SAI GANESH" on Plot No. 09, situated at Sector - 15, under 12.5% G. E.
 Scheme, Ghansoli, Navi Mumbai, Tal. & Dist. Thane, Total area
 admeasuring _____ Sq. Mtrs. Carpet + _____ Sq. Mtrs. Terrace area, as
 aforesaid in the agreement.

WE SAY RECEIVED,

RS. _____

X

M/S. SAI DEVELOPERS

through its Partners

(1) MR. RISHIKESH SHIVRAM PATIL

**(2) MR. NARENDRA TULSI MANANI
 DEVELOPERS**

WITNESSES :

1

2

AGREEMENT FOR SALE

(Under the provision of Maharashtra
Ownership Flat Act, 1963)

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**NODE : FLAT NO. _____, _____ FLOOR, BUILDING KNOWN AS "SAI
GANESH", ON PLOT NO. 09, SECTOR - 15, UNDER 12.5% G.E.S.,
GHANSOLI, NAVI MUMBAI, TAL. & DIST. THANE.**

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TOTAL CARPET AREA	:	_____ SQ. MTRS.
TERRACE AREA	:	_____ SQ. MTRS.
MARKET VALUE	:	RS._____/-
STAMP DUTY	:	RS._____/-
REGISTRATION CHARGES	:	RS._____/-
SALE PRICE	:	RS._____/-
