

<u>Registration Fees</u>	<u>Stamp Duty</u>	<u>Consideration</u>	<u>Market Value</u>
Rs.	Rs.	Rs.	Rs. _____

CHINTAMANI HABITAT “ANGELICA”

|| SHREE GAJANANA PRASANNA ||

Agreement for Sale of Future Immovable Property (Residential Flat)

This Agreement for Sale is made and executed at SHAHAPUR on this ____ day of _____ in the Year 2018

BETWEEN

JASHNANI CONSTRUCTIONS PVT. LTD., a Private Limited Company Duly incorporated under the Indian Companies Act, 1956 having its Registered office At 454, Central Facility Building, AMPC Market, Phase II, Sector 19, VASHI, NEW MUMBAI 400075 through it Director **MR AMIT .L. JASHNANI, PAN NO. AABCJ4351P** Age- 44 Years, Occupation- Business, hereinafter called and Referred to as the “ PROMOTERS/ BUILDER/ DEVELOPERS” (which expression Shall unless it be repugnant to the context or meaning thereof means and Include its executors, successors, survivors, directors, administrators and assigns) the **PARTY OF THE FIRST PART.**

AND

MR._____, **Pan No** :_____, **Aged about** _____ **Years,**
Occupation :_____,**Residing** _____ **at**

_____.

Hereinafter shall be referred to as the **“PURCHASER/ ALLOTTEE”**
(Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only) Email id:

..... PARTY OF THE SECOND PART

LIST OF SCHEDULES AND ANNEXURES

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1)	A	Property 7/12 Extract of Survey No. 107, Hissa No. 1. Survey No. 109, Hissa No. 2/A, Survey No. 116, Hissa No. 1/A, Survey No. 31, Hissa No. A, Survey No. 35, Hissa No. 3, Survey No. 109, Hissa No. 3/A,	1	A	Said Land
2	B	Copy of the Index II of Purchase of Land	2	B	Serial No. 6061/2011 dated 19/11/2011
3	C	Copy of Mutation Entry No. 3041	3	C	Issued by TalatiShahapur Dated 05/12/2011
4	D	NA order	4	D	MAHASUL/K-1/T-11/NAP/SR/100/2011 Dated 11/08/2011.
5	E	Permission issued by A. D. T. P. Thane	5	E	Bishep/BP/Village Shahapur/Tal. Shahapur/SS Thane 1071 dated 07/06/2017
6	F	Construction permission issued by Local G. P. Shahpur, Dist. Thane.	6	F	letter dated 10/07/2012 bearing No. 1724.
7	G	Revised permission issued by Nagar panchayat ShahapurDist Thane	7	G	SH.N.P.KA-4/BAV/BUILDING COMMENCEMENT-/2017-2018/851 dated 27/06/2017
8	H	Title Search Report	8	H	Issued by KHISTI AND ASSOCIATES
9	J	Future Potential	10	J	-----
10	K	Floor Plan	11	K	-----

Clause No.	About	Sub Clause No.	Particulars
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1.	Title History	1.1	WHEREAS, MRS.SWARUPA KISHOR PHALTANKAR previously owned & possessed the property lying & situated at Village SHAHAPUR, Tal. Shahapur, Dist. Thane and within the limits of SHAHAPUR Grampanhayat& Panchayat Samiti Shahapur and within registration Dist. Thane, Sub- Registration Dist. Shahapur bearing Survey No. 107, Hissa No. 1, admeasuring about 0-41-0 H. R. P. Assessment Rs. 0- 25 Ps., Survey No. 109, Hissa No. 2/A, admeasuring about 0-96-0 H. R. P. Assessment Rs. 0- 99 Ps., Survey No. 116, Hissa No. 1/A, admeasuring about 0-14-0 H. R. P. Assessment Rs. 0- 11 Ps., Survey No. 31, Hissa No. A, admeasuring about 0-12-1 H. R. P. Assessment Rs. 0- 60 Ps., Survey No. 35, Hissa No. 3, admeasuring about 0-49-0 H. R. P. Assessment Rs. 0- 50 Ps., Survey No. 109, Hissa No. 3/A, admeasuring about 0-55-0 H. R. P. Assessment Rs. 0- 48 Ps., (Hereinafter called and referred to as the SAID PROPERTY for the sake of brevity) The Copy of the Index II is attached here to and marked as ANNEXURE “A”
		1.2	WHEREAS, the said Promoters/ Builders/ Developers had purchased the said property from MRS.SWARUPA KISHOR PHALTANKAR by way of registered Deed of Conveyance. The said Deed of Conveyance was duly stamped & registered before the Assurance of Sub- Registrar, Shahapur at Serial No. 6061/2011 dated 19/11/2011. The Copy of the Index II is attached here to and marked as ANNEXURE “B”
		1.3	AND WHEREAS the previous owner MRS.SWARUPA KISHOR PHALTANKAR in pursuance to the said application the Collector, Thane have sanctioned the necessary Lay-out and have further converted the property in to N.A. vide their Order No.MAHASUL/K-1/T-11/NAP/SR/100/2011 Dated 11/08/2011. The said copy of N.A. permission is attached here to and marked as ANNEXURE “C”
		1.4	And Whereas by virtue of the Deed of Conveyance, the Promoter alone has the sole and inclusive right to sell the flats in the said building/s to be constructed by the Promoter on the said land and to enter into agreement/s with the purchaser/s of the flats and to receive the sale price in respect thereof.
	NA permission	1.5	And Whereas, the said original owner have transferred All Benefits Of The Sanctioned Layout Plan & Approved By The Hon’ble Collector Through Its Order Bearing Letter MAHASUL/K-1/T-11/NAP/SR/100/2011 Dated 11/08/2011. Together With All Easementary Rights and With All Rights To Use And Enjoy The Common road as well as garden as per the sanctioned lay out plan. On the basis of that Deed of conveyance the name of Promoters/ Builders/Developers has been entered in the Revenue record by way of Mutation Entry No. 3041. The Copies of said Mutation Entry is attached here to and marked as ANNEXURE “D”
	Plan Sanction	1.6	AND WHEREAS Promoter/Developer has obtained permission to construct residential and commercial

			buildings from Assistant Director of Town Planning, Thane vide letter bearing outward No. Rekhanakan/Bandhkam/Shahapur/ Tal. Shahpur /SS Thane 250 dated 07/02/2011, and revised vide outward letter No. Bishop/BP/Village Shahapur/Tal. Shahapur/SSThane 1071 dated 07/06/2017 annexed herewith as “Annexure E-” and vide construction permission issued by Local Grampanchayat Shahapur, Dist Thane vide their letter dated 10/07/2012 bearing No. 1724 annexed herewith as “Annexure F” and revised by shahapurnagar panchayat wide outward letter no. KA-4/BAV/BUILDING COMMENCEMENT-/2017-2018/851 dated 27/06/2017. Annexure G
		1.7	AND WHEREAS the Promoters/Builders/ Developers have sole and exclusive right to dispose off, the residential flats/units/shops constructed in the building on OWNERSHIP BASIS, to enter into agreements with the Purchaser's and received the sale price in respect thereof, and upon such disposal of the flats/ units to the said PURCHASER'S to convey that is the said land together with the building constructed thereon in favour of CO-OPERATIVE HOUSING SOCIETY of all those several persons acquiring the respective flats/ units etc.
	Title Search Report	1.8	AND WHEREAS upon learning that M/s. Jashnani Construction were interested to assign Development rights of the land along with all Government permissions as mentioned above, the Promoters engaged the services of licensed Advocate MR. V. V. KHISTI- Khisti & Associates, and has obtained a certificate stating that the land is free from all encumbrances and has clear and marketable title. The title search report is annexed herewith as “Annexure H”
2.	Title of the Promoter: DA & PoA	2.1	AND WHEREAS by virtue of all the deeds, documents and government permissions mentioned hereinabove, the Promoters are entitled to construct the proposed buildings on the said land and alone have the sole and exclusive right to sale, transfer, license, lease, rent the units, flats, shops, offices constructed thereon and to enter into the agreement with the purchasers and to receive the sale price in respect thereof.
3.	Urban Land Ceiling		AND WHEREAS the said land does not come within the territory of Land Agglomeration and therefore provisions of Urban Land (Ceiling & Regulation) Act, 1976, are not applicable.
4.	Project	4.1	Name: “Chintamani Habitat ” PHASE ANGELICA, MAHA RERA NO. _____
	Address	4.2	Situated at Survey no. 31/a+35/3+107/1+109/2a+109/3a+116/1a.
	Architect	4.3	AND WHEREAS the Promoters have entered into a standard agreement with the Architect of the Said Real Estate Project Ar. Raj & Associates having its office at Badlapur .
	Structural	4.4	AND WHEREAS the Promoters have also appointed

	Engineer		the Structural Engineer Atul Kurtakar having their office at Badlapur for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
	Current Sanction	4.5	AND WHEREAS the Promoters have obtained commencement certificate and plan sanction from SHAHAPUR NAGAR PANCHAYAT to construct on the said land following buildings: Residential Buildings: 14 nos. having configuration as under: Building (TYPE F/M) : Stilt + 2 upper floors (2 BUILDINGS) Building (TYPE A1/D/E/G/H/J/K/K/L) : Stilt + 4 upper floors (9 BUILDINGS) Building (TYPE O) : Ground floor only (AMINITIES) (1 BUILDING) Building (TYPE N) : Stilt + 2 upper floors (HOSPITAL) (1 BUILDING) (Kindly mentioned the Number of Buildings and floors) Hereinafter referred as “residential buildings” Commercial Building: (1 BUILDING) (TYPE I) nos.having configuration as under: Ground + 4 floors Hereinafter referred to as “commercial building”. The current sanctioned layout is annexed herewith as “Annexure I”. (Signature of Purchaser)
	Future Potential and specific consent	4.6	Future Potential and specific consent- AND WHEREAS there is possibility of getting additional F.S.I in future in the form of either paid F.S.I/ premium F.S.I, amenity/road handover F.S.I or TDR. Whenever this F.S.I is allowed by the competent authority to be used in the project, the Promoters will apply for revision of plans. (Signature of Purchaser)
	Commence-ment date	4.7	AND WHEREAS the Promoters accordingly, have scheduled to start construction of the said buildings on 28/06/2017 in accordance with the plans, designs, specifications sanctioned by the competent authorities.
5.	Inspection of all documents by Purchaser		AND WHEREAS the Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser all the documents of title relating to the said land, various government orders, permissions in relation to said land and proposed construction thereon. The Promoter has also shown all sanctioned plans and all other documents as are specified under the Maharashtra Ownership of Flats Act, 1963, as per the applicability

			(hereinafter referred to as "the said Act/s") and The Maharashtra Ownership Flats (Regulations of the Promotion of Construction, etc) Rules, 1964 made there under and Purchasers have gone through the physical copy of the same and have satisfied himself with all the necessary information about the real estate project of the Promoters prior to entering into these presents and Written Declaration in respect thereof has been given by the Purchaser to the Promoter.
6.	Interest shown by the Purchaser		AND WHEREAS Purchaser was in search of residential premises in vicinity of Village Shahapur and when he came to know about the said real estate project of the Promoters, approached the Promoters and conveyed his ready and willingness to purchase the <u>FlatNo- on Floor, WING-in residential Building ANGELICA (TYPE)</u> in the project known as <u>“Chintamani Habitat”</u> more particularly described in the Schedule B and location of the which is shown on floor plan annexed herewith as “Annexure K” . (Hereinafter referred to and called as “Said Flat”) for consideration as per these presents.
7.	Willingness of Promoter		AND WHEREAS relying upon the said application of the Purchaser and promises given therein, as aforesaid, the Promoters have agreed to sell said flat to the Purchaser at the price and on the terms and conditions mentioned hereinafter;
8.	Registration of Agreement		AND WHEREAS as per Section 4 of Maharashtra Ownership Flat Act the Promoters are required to execute a written Agreement for sale in respect of the said flat with the Purchaser and therefore, Promoters and the Purchasers are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar of Assurances, within a time limit prescribed under the Registration Act.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-			
9.	Title	9.1	Promoters have a legal title and possession of the said land and they are entitled to develop the same and to enter into the present Agreement to Sale with the prospective Purchasers and to receive the consideration from the Purchaser.
	Encumbrance / Litigation (if any)	9.2	As on date the said land is free from all encumbrances to the best of the knowledge of the Promoters and no injunction, temporary or perpetual or permanent has been granted by any court, tribunal or other authority in connection with the Said Land.
	Land Arrears	9.3	The Promoters hereby declare that they have paid all the rates, taxes, assessments, dues, duties, levies, cess including property taxes and all other charges with respect to “Said Land” and nothing is due till the execution of these presents and there is no demand notice received by or pending against the Promoters from any Govt., Semi-Govt., local or Public Body or Authority in respect thereof till date. No proceedings are pending for realization of arrears

			of land revenue, rent, local dues or/and any other dues, etc. in respect of the Said Land.
	Land Acquisition	9.4	That “Said Land” is not subject matter of acquisition and/ or requisition and The Promoters further declare that they have not received any notice of any other acquisition or requisition or reservation till date from the State or Central Government or any Local Authority and further assures that, if, hereafter the same is received by the Promoters, the same shall be immediately informed by the Promoters to the Purchaser/s.
	Solvency of the Promoter	9.5	That Promoters are neither insolvent nor are they barred/ prevented by any provisions of the law to develop, transfer, deal, and/or dispose off their rights in the “Said Land”.
10.	Said Flat	10.1	Description: As mentioned in Schedule B
		10.2	Common Amenities: As mentioned in Schedule C
		10.3	Utilities & Services: As mentioned in Schedule D
		10.4	Specifications: As mentioned in Schedule E
11.	Adherence to Sanctioned Plans		This Real Estate Project will be developed and completed by the Promoters in accordance with the sanctioned plans, layout plans and specifications as approved and revised by the competent authorities from time to time.
12.	Specific consent by the Purchaser to revise layout as per full potential		Promoters have disclosed the full potential of development of the said land and the Purchaser hereby gives his/her/their irrevocable and specific consent to local planning or competent authorities to revise the Plans time to time by the Promoter which suitable and according to the development potential as mentioned hereinabove.
13.	Specific Consent by the Purchaser for amalgamation of adjoining plots		Purchaser hereby gives his/her/their irrevocable and specific consent to the Promoter for amalgamating adjoining plot/s and submitting revised building plans for any new building that may come up on any such amalgamated plot/s.
14.	Specific consent by the Purchaser to revise layout of amenity building		Purchaser hereby gives his/her/their irrevocable and specific consent to the Promoter to change the building plans of amenity buildings. This consent is given by the Purchaser to the Promoter in good faith and with a condition that the Promoter shall not change the location of open space as per original sanctioned layout.
15.	Specific Consent for TDR/ additional FSI		The Promoters declare that there is a possibility that additional F.S.I in terms of either paid up / premium / fungible/ TDR F.S.I may be granted by the Government in future or in certain cases the local DC rules may be revised by the Government due to which certain areas such as staircases, passages, lift lobbies etc may be excluded out of FSI. This will result in additional floors on buildings TYPE ____, but the Floor of Said Buildings will not beyond the G+__ Floors. The full potential is disclosed by the Promoter as mentioned above Consent is hereby granted by the Purchaser for submitting revised plans for this purpose.

16.	Consent from Purchaser is required	16.1	Promoters shall not make any additions and alterations in the specifications and the nature of fixtures, fittings and amenities described in Schedule C,D& E hereunder in respect of the said flat, without previous consent of the Purchaser. Provided that the Promoters may make such minor additions or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Purchaser/allottee.
17.	F.S.I. & Non-FSI areas.		The Promoters hereby declare that the Floor Space Index (F.S.I), including premium and/or paid F.S.I presently utilised in the project is approximately <u>17166.67</u> square meters. The total F.S.I & Non F.S.I area proposed in the project is approximately - <u>26710.00 m²</u>
18.	Variation in carpet area		The Purchaser is fully aware and has been sufficiently informed that due to the tile skirting and variation in plaster, the carpet area of the flat may vary and said variation may be approximately up to 3% and the said variation, if any, shall be duly acceptable to the Purchaser and same shall be considered as agreed variation with the express consent of the Purchaser given by way of these presents. If the carpet area of the flat reduces beyond 3% at the time of possession, then any such area which is beyond 3% shall be compensated by the Promoter according to proportionate rate of present sale price.
19.	Completion of the Project	19.1	Promoters shall complete the construction as per the stage wise construction schedule, more particularly prescribed in the Schedule F and shall give possession of the said flat on or before 31ST DECEMBER 2023. and It is agreed parties hereto that if the Promoter fails to give possession of the said Flat in accordance of period stipulated herein, further 6 (Six) Months period shall be extended /allowed for completing the construction of said Flat. If the Promoter fails to give possession of the Said Flat beyond this extended date then compensation will be given to the Purchaser as per clause 23.5 of this agreement.
	Time Extension	19.2	The Promoters shall be entitled to get reasonable extension for completion schedule and/or handing over possession on account of- a. Non-availability of steel, other building material, water or electric supply b. War, civil commotion or act of God; c. Any notice, order, rule, notification of the Government and/or other public or competent authority. d. Death and/or permanent disability of key representative of the Promoters. e. Labour unavailability and/or shortage due to any reasons beyond the control of Promoters. f. Litigation in relation to said land and/or any prohibitory order/s passed therein g. Force Majeure h. Delay in issuance of Completion Certificate due to reason/s not attributable to the non

			compliance of the Promoter.
	Occupancy/ Completion Certificate	19.3	Upon obtaining completion certificate from the Architect, the Promoter shall obtain all other NoC's from various concerned Government authorities and shall submit the file to Urban Local Body for occupancy certificate. However, if due to any reason more particularly mentioned above in clause ---- and/or ----, the Urban Local Body delays issuing the certificate beyond 21 days after submission of all required documents/NoC's for occupation, then same shall not be construed as delay on the part of the Promoters in obtaining Occupancy Certificate.
20.	Possession of the Flat		Upon obtaining Completion certificate/ Occupancy Certificate of the Said Flat from the SHAHAPUR NAGAR PANCHAYAT, the Promoters shall give written notice to the Purchaser intimating that the said flat is ready to use and occupation and he Purchaser shall take the possession of the said flat within 07 days from Receipt of the Written Notice. For the sake of the liability of the Purchaser to maintain the house and to pay all the outgoings regarding the said flat and/or the said association of the allottees, it shall be presumed that Purchaser has taken the possession of the flat on the expiry of the notice period given by the Promoters to the Purchaser as aforesaid.
21.	Defect Liability Period		In case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations, except normal wear and tear due to weather effect such as minor plaster cracks, colour fading, etc as per these presents is brought to the notice of the Promoters within a period of 5 years by the purchaser/allottee from the date of the handing over of the possession, Promoters shall rectify such defects without further charge within 30 days from the intimation of the same by the Purchaser in writing to the Promoter, provided said defect is not due to any unauthorized change made by the Purchaser in the flat and/or building and /or is due to any factor beyond the reasonable control of the Promoters. If there is any damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter then, the rectification of the same shall be done either through maintenance deposit or through individual account of the Purchaser as the case maybe.
22.	Consideration Amount + GST	22.1	Parties have mutually agreed a lump sum consideration of <u>Rs./- (In words RupeesONLY.)</u> to be paid by the Purchaser to the Promoters towards the said flat hereinafter referred to as the “Present Sale Price / Consideration amount” .
	Payment Schedule	22.2	Parties agree and accept the payment Schedule as more particularly mentioned in Schedule F to these presents.
	Early payment	22.3	It is agreed and accepted by the parties that payment of agreed consideration is linked to the

			stage wise completion of the construction and therefore if the Promoters complete the construction before the time mentioned in Schedule F , the Purchaser hereby agrees to pay the consideration amount payable at such earlier date as per payment Schedule F .
	Taxes & Duties	22.4	Parties agree and accept that Present Sale Price is excluding expenses for stamp duty, registration fees, service tax, VAT or any other taxes applicable and in force today or those may become enforceable and payable at any time in future imposed by the Central/state Government such as Goods & Service Tax (G.S.T.) in respect of purchase of SAID FLAT or and other outgoings which shall be paid by purchaser separately, as and when due and/or accrued.
	Applicability of Goods & Service Tax (G.S.T.)	22.5	The Purchaser is/are aware that the Government/ Tax Authorities have imposed the taxes under Goods & Service Tax (G.S.T.), the said Goods & Service Tax (G.S.T.) is applicable and enforceable in respect of purchase of Said Flat , the Purchaser shall pay the same immediately. Any liability which may arise in future with respect to VAT, Service Tax and/ or Goods & Service Tax (G.S.T.), in respect of purchase of Said Flat the same shall be born and paid by the Purchaser only.
	Additional Amount	22.6	In addition to the consideration amount, Taxes & Duties mentioned above, the Purchaser shall pay the Provisional Maintenance amount of Rs. _____/- for ___ BHK'S(For 2 years) before delivery of possession of the Said flat, the following amounts hereinafter referred to as “additional amount” : a. Rs. /- Share Money b. Rs. /- Maintenance amount ===== Rs. /- Total =====
	Name in which payment is to be drawn for Sale Price.	22.6	Promoter specifically communicates to the Purchaser that the Purchaser shall make the payments for Present Sale Price to the Promoters by Demand Draft only or by local cheques drawn in the name of JASHNANI CONSTRUCTION PVT. LTD. A/C. TYPE K&L. PUNJAB NATIONAL BANK Current Account No. 9476002900000014.
	Name in which payment is to be drawn for Taxes and Duties	22.7	Promoter specifically communicates to the Purchaser that the Purchaser shall make the payments for additional amount along with charges towards stamp duty, registration fees, VAT, GST and Service Tax to the Promoters by Demand Draft only or by local cheques drawn in the name of JASHNANI CONSTRUCTION PVT LTD A/C. TYPE K & L. PUNJAB NATIONAL BANK Current Account No. 9476002900000014.
23.	Final Payment &	23.1	If the Flat Purchaser makes payment by outstation cheques then the date of payment shall

	Possession		be the one when the same is credited to the account of the Promoters and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last instalment shall be made by D.D or by local cheques and the possession of the said flat shall only be handed over after the amount is realized and credited by the payee bank.
	Payment to be done in 15 days upon raising demand letter	23.2	Promoter specifically communicates to the Purchaser that the final consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the agreed payment schedule only and it will not be altered by the Purchaser. The Purchaser shall be liable & bound to pay all the amount of instalments within 15 days from the date of receipt of the demand Letter of instalment by the Promoters. Payment of any instalments if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoters for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc
	Payment of incidentals, interest and taxes by the Purchaser	23.3	The Purchaser shall be responsible to make necessary payments in the Manner and within a period as per these presents including but not limited to consideration against the said flat, other incidental payments, interest in case of delay in payments as per these presents and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent and other charges if any.
	Delay in payment by Purchaser	23.4	The Purchaser agrees to pay to the Promoters interest at 12% per annum on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is due and/or payable by the purchaser to the Promoters. Notwithstanding anything contained herein, Purchaser shall not consider to be entitled to get the possession of the said flat until he makes the balance outstanding payment with interest aforesaid.
	Delay in possession by Promoter	23.5	If the Promoter delays completion/handing over of possession of the flat to the Purchaser beyond a limit as mentioned in clause 19.1 with a grace period of 6 months and with an exception for reasonable extension for factors mentioned in clause 19.2, the promoter shall pay as compensation to the Purchaser for any such delay monthly rent of Rs. 2,000/- for 1 BHK and Rs. 3,000/- for 2 BHK until the possession of the Said Flat is given.
		23.6	Promoters shall pay all outgoings and other encumbrances created by the Promoter related to the project before conveyance of the real estate project to the association of the Purchasers.
24.	Society Formation and conveyance	24.1	Promoters shall take all the necessary steps for formation of Co-operative Housing Society, within 4 months from the date of obtaining Completion Certificate from the concern local authorities.

			Separate Co-operative Society will be formed for each building and together Federation of such Co-operative Societies of Residential Building will be formed.
		24.2	The Purchaser along with other purchasers of flats in the building shall for aforesaid purpose sign and execute all necessary document/s, Affidavit/s, Deed/s etc. within 15 days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to form Co-operative Housing Societies under Co-operative Societies Act.
		24.3	Promoters shall execute the conveyance of plinth of each building to that particular Society and the Conveyance of all common areas and amenities will be given to the federation.
25.	Society Maintenance	25.1	Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers more particularly described in Schedule 22.6 until society formation or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Promoter is not for maintaining the project at least for any particular years. Promoters hereby assure the Flat Purchaser that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the flat purchasers and this maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above and upon receiving a written request from the society managing committee, the Promoters shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Flat Purchaser to the Promoter on the maintenance amount. Promoters shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchasers and no Purchaser shall be entitle to challenge the same on the ground of reasonability and/or preference.
		25.2	Promoter specifically communicates to the Purchaser that if Purchaser fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern authority then same shall be considered as material breach of these presents notwithstanding regular payment of sale price on agreed dates by the Purchasers and in such case Promoter shall not be responsible for the maintenance of the said project.
26.	Change in consultants		The Promoters shall have every right to appoint new Architect and/or Structural engineer as per his discretion & choice.
27.	Termination	27.1	Promoters shall be entitled at their own discretion

			to terminate this Agreement, if Purchaser commits delay and/or default in payment of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) on respective due dates and/or if the Purchaser commits breach of any of the terms and conditions herein contained.
		27.2	Provided that, Promoters shall not terminate present Agreement without giving fifteen days prior notice in writing, to the Purchaser, specifying the nature of breach committed by the Purchaser and also specifying Promoters intention to terminate present Agreement.
		27.3	Provided further , that upon termination of present Agreement as aforesaid, the Promoters shall refund to the Purchaser, the instalments of sale price of the Flat which may till then have been paid by the Purchaser to the Promoters, without interest, after forfeiting 10% of the total agreed consideration amount of the said flat and said refund shall be paid by the Promoters only after said flat is sold by the Promoters to the new purchaser/s and new Purchaser pays total agreed consideration of the said flat to the Promoters. In case, said flat is sold by the Promoters at price which is higher than the agreed price of the said flat with the Purchaser then the Purchaser shall not be entitled to claim any share in additional sale price from the Promoters.
28.	Deviation from Brochure (if any)		It is specifically understood and agreed by the Purchaser that the brochure, leaflets and other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Purchaser. The details mentioned in Schedule C, D & E here under are considered as final, definitive and binding between the parties and supersedes all earlier communications.
29.	The Purchaser specifically understands and agrees that:	29.1	A separate legal entity will be formed for the Commercial building and amenity building and the Federation of residential co-operative societies will not have any right over the ownership of this commercial and amenity building.
	Conveyance boundary	29.2	The conveyance boundary for residential federation of co-operative societies will be as shown in "Annexure ____"
	Use of allotted parking space	29.3	The parking space allotted as per clause ----- hereunder shall be used only for the purpose of parking of vehicle and shall not be used for any other purpose.
	Repairs of the flat	29.4	The maintenance of flat is the primary responsibility of the Purchaser and he shall always take necessary precautions and preventive measures to ensure that the Flat is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbours and for

			the building structure.
	Alteration in the Flat	29.5	No addition or alteration will be carried out in the Flat or building in which the Flat is situated without the consent of the local authorities.
	Hazardous and dangerous goods storage	29.6	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 structure of the building in which the Flat is situated. In case any such damage is caused to the Flat or to the building in which the Flat is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for any such consequences.
	Maintenance of the internal flat	29.7	To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchase and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
	Preserving the aesthetics and elevation	29.8	To preserve the aesthetics of the elevations of the scheme no purchaser of the said flat shall be entitled to install Air Conditions Units, Window Air Conditioner Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner units may be installed only at the space as may be provided by the Promoters.
	Demolition and common utilities maintenance	29.9	Not to demolish or cause to be demolished the Flat 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 any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the 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 Flat is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company
	Cleanliness	29.10	Not to throw 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 and the building in which the Flat is situated.
	Sub-let, transfer of	29.11	The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this

	rights		Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters.
	Abiding by Society bye-laws or regulations of Apartment	29.12	The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building 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.
	Payment of maintenance charges	29.13	The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges or other out-goings in accordance with the terms of this Agreement or as decided by the Co-operative Society as the case maybe.
	Entry of Promoters staff in the premises	29.14	Till the conveyance of the building in favour of Federation is executed, the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	Movement of men and material in the event of amalgamation of adjoining plots/ construction of future potential buildings	29.15	The Purchaser is well aware that the Promoter will construct buildings based on Future Potential as mentioned Annexure F . The Purchaser assures that after possession of the Said Flat he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.
	Water connection and charges	29.16	The Purchaser is fully aware that water connection for Said Scheme is not yet obtained either from SHAHAPUR NAGAR PANCHAYAT and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Promoters will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser agrees to pay the necessary tanker water or bore-well charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep -----/sanctioning

			authority/Promoters indemnified at all times.
	Enclosure of terrace and fine thereof.	29.17	The terrace space in front of or adjacent to the terrace flats in the said buildings, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the Co-operative Society as the case may be shall be kept indemnified from any penal action at all times.
		29.18	None of the actions, concessions or indulgence shown by the Promoters shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said Property and building/s or any part thereof. The purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the purchaser, and allotted areas such as upper terrace, open spaces, parking's, lobbies etc. will remain the property of the Promoters until the said Land is conveyed to the Federation of Co-operative Societies as agreed to be conveyed by the Promoters as per the terms and conditions of this agreement.
	Waiver clause	29.19	Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchase nor shall the same in any Manner prejudice the rights of the Promoters.
	Contact details of the Purchaser	29.20	All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by registered post A. D. on the address of the Purchaser mentioned in these presents and/on the email address provided by Purchaser.
	Taxes and Duties to be borne by the Purchaser	29.21	The purchaser hereby agrees to pay directly, and / or reimburse the Developers for the payments made / to be made towards the VAT, Sales Tax, Works Contract Tax Act, Service Tax and such other assessments, levies imposed or recovered by the Concerned Authorities as per the laws in force today or those may become enforceable and payable at any time in future in respect of purchase of Said Flat and the proportionate land in respect of the Said Flat and shall indemnify and keep indemnified the Promoters for the non compliance thereof.
30.	Parking Allotment		Open/Covered parking space number ---- has been allotted to the Purchaser. The parking size is ----m x ----m.The parking plan and location of allotted

			parking space. If upon completion and possession of the flat, the Purchaser wishes to change his/her/their allotment, then he/she/they may do so with mutual consent of allotment of other Purchaser.
31	Jurisdiction		This Agreement shall be governed by the laws of India and Courts of Shahapur/Kalyan shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
32	Bank NOC		The Promoters shall have every right, authority, interest and entitlement at any time to make the Said Property with or without buildings subject of any mortgage, charge, lien, loan, etc., and may in that case intimate such encumbrance to the Purchaser/s for their information. The Promoters shall however obtain a No objection Certificate (NOC) from the Bank/ Financial Institution/NBFC/any such person (Lender) in whose favour such mortgage, charge, lien, etc., is created, for Release of mortgage, charge, lien over the said Flat. The Promoters hereby assures to the Purchaser that the said charge upon the Property shall be fully released at the time of conveyance /transfer in favour of Federation of Society.
33	Registration		The Purchaser and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
34	Change in consultants		The Promoters shall have every right to appoint new Architect and/or Structural engineer as per his discretion.
35	Stamp Duty		The Purchaser herein has paid stamp duty AS PER ACTUALS along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the Government at the time of registration of conveyance/deed of apartment, then such incremental stamp duty shall be borne and paid by the Purchaser.

SCHEDULE - A

(SAID LAND)

All that piece and parcel of land of the land situated at Village: Shahpur Taluka: Shahpur District: Thane, mentioned in the table below:

Survey Number	Hissa Number	Area Admeasuring
31/A,35/3,107/1,109/2A,109/3A,116/1A		24,418
31/A,35/3,107/1,109/2A,109/3A,116/1A		3970
31/A,35/3,107/1,109/2A,109/3A,116/1A		322

Totally admeasuring about 26,710 sq.m. Government demarcation is done by T. I.L.R. Shahapur vide AtiTatadi M.R. Number **160** dated **15/10/2011** , having boundaries as under:

On or towards East :

On or towards South:

On or towards West:
On or towards North:

SCHEDULE – B
(SAID FLAT)

Residential Building Named.	WING/Flat Number	Carpet Area in sq.m
<u>ANGELICA</u> <u>(TYPE)</u>	_____	_____

Total Area =_____Sq.Mts.
to be constructed upon the Said land described in the Schedule A above under the Project name of CHINTAMANI HABITAT.

SCHEDULE- C
(COMMON AREAS AND AMENITIES)

- Staircases, lifts, lift lobbies and common entrance and exits of buildings.
- Open space landscape area
- Club house and recreational facilities
- Indoor games room
- Kids play zone
- Security cabin
- Electricity meter room
- Water tanks, motors, ducts and all apparatus connected with installation for common use.

SCHEDULE – D
(UTILITIES & SERVICES)

- Internal roads and driveways
- Landscaping
- Underground water tank & pump room

- Drainage system
- Electricity supply transformer
- Street lighting
- Rainwater harvesting

SCHEDULE – E
(INTERNAL SPECIFICATIONS OF FLAT)

- Earthquake resistant R.C.C.frame Structure.
- 6”thick B.B.M. for external walls and 4”thick B.B.M. for internal walls
- Internal Plaster of Gypsum & external sand faced plaster
- 2X2 Porcelano Flooring Tiles in all rooms
- Design colour concept tile in bathroom & toilet upto loft level & antiskid flooring
- All Doors Teak wood frame and shutters moulded panel door, with fittings
- Bathrooms and W.C. doors of Bakelite sheets with Green marble frame.
- Staircase riser & tread will be of KOTAH stone.
- Granite Kitchen platform with stainless steel sink with wall tiles Upto Lintel Level
- Powder coated Aluminum Sliding windows with one way glass.
- Concealed copper wire electric fitting Branded Quality with appropriate points
- Concealed Plumbing with Branded Quality
- Internal Paints of distemper & externally 100% acrylic paints
- Bathroom fittings – Branded Quality

SCHEDULE - F
(PAYMENT SCHEDULE)

Percentage	Stage
10%	Before Agreement
15%	Completion of plinth
10%	Completion of slab – 1 st Floor
10%	Completion of slab – 2nd Floor
10%	Completion of slab – 3rd Floor
10%	Completion of slab – 4th Floor
10%	Completion of slab – 5th Floor
10%	Completion of wall and Internal plaster in the Flat
10%	Completion of flooring in the Flat
5%	Architects completion certificate
100%	Total

SCHEDULE – H
(SOCIETY MAINTENANCE SCHEDULE)

- Housekeeping and cleaning
- Security guards
- MSEDCL charges (lift, passage area lighting, garbage chute etc, common area, club house, STP, pumps, landscape area, street lighting etc)
- Annual maintenance charges
- Water charges
- Diesel expenses for common area diesel generator
- Salaries for facility management team
- WTP and STP operator charges
- Sewage Treatment Plant operation and maintenance charges
- Landscaping & Gardener
- Organic waste composting and waste handling

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

SIGNED AND SEAL OF “PROMOTERS/DEVELOPER /ASSIGNOR”

SIGNED, SEALED & DELIVERED	}
BY THE WITHIN NAMED	}
PROMOTOR/BUILDER/DEVELOPER	}
JASHNANI CONSTRUCTION PVT.LTD.	}
THROUGH ITS DIRECTOR	}
MR. AMIT.L.JASHNANI	}

SIGNED, SEALED & DELIVERED	}
BY THE WITNIN NAMED PURCHASER	

MR. _____	}
------------------	---

MRS. _____	}
-------------------	---

WITNESSES:-

1) _____}

PAN NO. _____ }

_____ }

_____ }

2) _____ }

PAN NO. _____ }

_____ }

_____ }

_____ }

RECEIPT

Received With Thanks from **MR.** _____,

The within name purchaser/s the sum of **Rs.** _____/- (**Rupees** _____ **Only**)

being the earnest money in respect of Sale of the flat unit herein above mentioned.

I SAY RECEIVED

DIRECTOR

JASHNANI CONSTRUCTION PVT.LTD.

FLAT NO._____, WING - ____ (TYPE __), ON _____ FLOOR, IN ANGELICA AT CHINTAMANI HABITAT, SITUATED AT SURVEY NO. 31/A + 35/3 + 107/1A + 109/2A + 109/3A + 116/1A, NEAR ITI COLLEGE, SHAHAPUR.