

AGREEMENT FOR SALE

**FLAT NO .__, _____ FLOOR,
BUILDING. KNOWN AS
"THE PALM OAK"
PLOT NO. B-50, SECTOR - 16,
ULWE, NAVI MUMBAI.**

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**BUILDING CONSISTS : GROUND + 7 FLOORS
(WITH LIFT)**

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CARPET AREA IN SQ.MTRS : _____

TERRACE AREA IN SQ. MTRS : _____

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SALE PRICE : Rs. _____

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THIS AGREEMENT made and entered into Ulwe,, Navi Mumbai on this
_____ day of _____ 2019

BETWEEN

M/S GAJORA INFRA having **PAN AASFG1353N** through its parnters
**1). MR. DIPESH GOVIND GAJORA 2). MR. GOVIND KARMAN
GAJORA 3). MRS. NEENA GOVIND GAJORA** A Partnership Firm Duly
Registered Under The Provisions Of Indian Partnership Act 1932, And
having its address at A-103, Sunrise CHS, Plot No – 53, Sector No – 18,
Kamothe, Navi Mumbai – 410209 hereinafter referred to as “
BUILDER” (which expression shall unless it be repugnant to the context
or meaning thereof shall mean and includes their respective heirs.
executors, administrators, successors and assigns) of the FIRST PART.

AND

MR. _____
(having PAN NO. _____), Indian inhabitant having his address at _____
 _____ Mumbai, hereinafter called and referred to as **“THE PURCHASER/S”**(which expression shall unless it be repugnant to the context or meaning thereof shall mean and includes his respective heirs, executors, administrators, successors and assigns) of the SECOND PART.

AND WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the company Act 1956 (I of 1956) (hereinafter referred to as “THE CORPORATION”) and having its registered office at Nirmal, 2nd floor, Nariman point, Mumbai- 400021. The corporation has been declare new town development authority under the provision sub section (3A) of section 113 Maharashtra regional and town planning act 1966, (Maharashtra act no XXXVII of 1966) (hereinafter referred to as the said act) for the new town of Navi Mumbai by the of government of Maharashtra in the exercise of its power for the area designated as site for a new town under sub-section (1) of section 113 of the said act.

AND WHEREAS the State Government has acquired land within the delineated area of Ulwe Navi Mumbai Taluka – Panvel District- Raigad, and vested the same in the corporation by an order duly made in that behalf as per the provision of section 113 of the said act.

AND WHEREAS by virtue of being the development authority the corporation has been empowered under section 118 of the said act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the state government under the said act.

AND WHEREAS the agreement is drafted as per the rule of REAL ESTATE REGULATION ACT AND DEVELOPMENT ACT.

AND WHEREAS 1) Smt. Barkubai Baliram Thakur, 2) Smt. Gangabai Janardhan Patil, 3) Shri. Bhagwan Janardhan Patil, 4) Shri. Jayendra Janardhan Patil, 5) Shri. Rajendra Janardhan Patil, 6) Sau. Premabai Shantaram Gharat, 7) Sau. Surekha Kashinath Thakur, 8) Sau. Rekha Ganesh Thakur, 9) Sau. Bharati Hasuram Thakur, 10) Shri. Vikas Dharma Patil, 11) Shri. Ambarnath @ Amarnath Dharma Patil, 12) Shri Sachin Dharma Patil, 13) Sau. Sugandha Mahesh Koli, 14) Shri. Chandrakant Janardhan Patil, 15) Shri. Hasuram Rohidas Thakur hereinafter Original Licensee has been allotted a plot of land by the said corporation bearing Plot No – B-50 under the 12.5% Gaothan Expansion Scheme of CIDCO LTD in Sector- 16, admeasuring about 649.85 Sq.Mtrs. Ulwe, Taluka- Panvel, District-Raigad or there about and more particularly described in the first schedule” hereunder written (hereinafter referred to as “The Said Property”) on the Term and condition including the conditions of lease of the said property as set out therein;

AND WHEREAS the Original Licensee paid to the Corporation Lease premium of **Rs. 8,125/- (RUPEES EIGHT THOUSAND ONE HUNDRED TWENTY FIVE ONLY)** as and by way of full and final payment of lease premium and entered into Agreement To Lease Dated 06/02/2018 and the Corporation delivered the possession of the said Plot to the said Original Licensee in pursuance of the "Said Agreement".

AND WHEREAS Agreement To Lease Dated 06/02/2018 and after construction of building(s) on the said plot of land, Corporation shall execute The Lease Deed in favor of The Licensees granting the lease of The Said Plot to The Licensees for a period of 60 (sixty) years from the date of Agreement To Lease. The Agreement To Lease is duly registered under Serial No. Pvl4-1756-2018 Dated: 08/02/2018 by and before the Sub-Registrar of Assurances Panvel – 4.

AND WHEREAS by virtue of a Tripartite Agreement dated 26/02/2018 entered into between THE CORPORATION of the one part and the said Original Licensees of the second part and M/S Gajora Infra Through Its Partners 1) Mr. Dipesh Govind Gajora , 2) Mr. Govind Karman Gajora , 3) Mrs. Neena Govind Gajora herein and therein referred to as “The New Licensees” of The Third Part, The Corporation has agreed to grant to The New Licensees a lease of the aforesaid plot on the terms and conditions specified therein and whereas the terms and conditions of the said Agreement was complied with by the new licensees the said plot was leased and assigned in favour of The New Licensees i.e M/S Gajora Infra Through Its Partners 1) Mr. Dipesh Govind Gajora , 2) Mr. Govind Karman Gajora , 3) Mrs. Neena Govind Gajora and CIDCO vide its letter bearing reference number flMdisk@olkgr@lkV;ks@myos@422@2018@24775 has transferred the said plot in favour of the new licensees The Builder s herein instead and in place of The Original Licensees. The said Tripartite Agreement Dated 23/03/2018 made and executed by and between the parties is duly registered before the Sub-Registrar of Assurances Panvel 2, under Serial No. Pvl 2-3909-2018 Receipt No. 4550 dated 23/03/2018.

AND WHEREAS by virtue of the aforesaid Agreement To Lease and Tripartite Agreements The Builder s are absolutely seized and possessed of and well and sufficiently entitled to the said plot of land.

AND WHEREAS by virtue of the aforesaid Agreements The Builder s have sole and exclusive right to alienate, sell and or dispose off the Flats and other units in the proposed building(s) to be constructed on the said plot of land and to enter into Agreement(s) with The Purchaser(s) of the said Flats and other units therein and receive the sale price in respect thereof:

AND WHEREAS The Builder s propose to construct the residential building consisting of ground plus 7 upper floors as per the plans sanctioned and the development permission granted by the corporation by virtue of a commencement certificate bearing reference number - CIDCO/BP-15966/TPO(NM&K)/2018/3282 dated 22/11/2018. including such additions modifications revisions alterations therein if any from time to time as may be approved by the planning authorities.

AND WHEREAS The Builder s expressed their intention to dispose of the Flat/ Shop/ Units and other units in the proposed new building to be known as “**THE PALM OAK**” on ownership basis to the prospective buyers;

AND WHEREAS the Builder have entered into a standard Agreement with as Architect Registered with the council of Architects and such Agreement is as per the Agreement prescribed by the Council Of Architects.

AND WHEREAS the Builder have appointed a structural Engineer for the preparation of the structural design and drawings of the Buildings and the promoter accepts the professional supervision of The Architect and the Structural Engineer till the completion of the Building(s).

AND WHEREAS by virtue of the aforesaid agreement s the builder have sole and exclusive right to sell the flats, shop, and other units in the proposed building(s) to be constructed by the promoters of the project land and to enter into agreement(s) with the purchaser of the said flats, shop and other units therein and to receive the sale price in respect thereof.

AND WHEREAS on demand form the Purchaser(S) The Builder have given inspection to the Purchaser(s) of all the documents of Title relating to the project land and the plans, designs, and specification prepared by the promoters Architect _____ and of such other documents as are specified under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (hereinafter referred to as “the said Act”) and the rules and regulations made there under.

AND WHEREAS The Authenticated copy of Certificate of title issued by the Advocate Mrs. LEENA SANDESH MORE of the promoters, showing the nature of the title of the promoter to the project land on which the flats/shops /Unit are to be constructed have been annexed hereto and marked as “Annexure – B.

AND WHEREAS the Authenticated copied of the place of the layout as approved by the concerned local authority have been annexed hereto and marked as “Annexure- C”.

AND WHEREAS The Authenticated copies of the plans and specifications of the Flat/Shop/Unit agreed to be purchased by the purchaser(s) as sanctioned and approved by the local authority have been annexed and marked as “Annexure- D”.

AND WHEREAS The Builder have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations. Sections and of the said building(s) so as to obtain building Completion Certificate Or Occupancy Certificate of the said building.

AND WHEREAS while sanctioning the said plans concerned local authority and or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building(s) shall be granted by the concerned local authority.

AND WHEREAS the promoters have accordingly commenced construction of the said building(s) in accordance with the said proposed plans.

AND WHEREAS the purchaser(s) have applied to the builder for allotment of flat/shop and units bearing number_____ on the _____ floor of the said Building Project known as “**THE PALM OAK**” being constructed of the said project.

And Whereas the carpet area of the said flat/shop/Unit is _____ sq.mtrs and carpert area means the net usable floor area of flat/shop/Unit, excluding the area covered by the external wall, area under services shafts, exclusive balcony area of _____sq.mtrs appurtenant to the said flat/shop/ Unit for exclusive use of the purchaser or verandah area and exclusive open terrace area of _____ sq. mtrs appetent to the said flat/shop for exclusive use of the purchaser(s) but includes the area covered by the internal partition walls of the flat/shop.

AND WHEREAS the parties relying on the confirmations, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulations contained in This Agreement and all applicable laws, are now willing to enter into This Agreement on the terms and conditions appearing hereafter.

AND WHEREAS The Builder have registered the project under the provisions' of The Real Estate(Regulations & Redevelopment) Act, 2016 with The Real Estate Regulatory Authority At Navi Mumbai, Dist- Raigad No - _____ the authenticated copy of the certificate.

AND WHEREAS under section 13 of the said act the builder are required to execute a written agreement for sale of said FLAT/SHOP / UNIT with The Purchaser(s) being in fact these presents and also to roister said agreement under the registration act, 1908.

In accordance with the teems and condition set out in this Agreement and as mutually agreed upon by and between the parties, the builders hereby agree to sell and the purchaser hereby agree to purchase the said FLAT/SHOP/ UNITS.

AND WHEREAS at the request of The Purchaser(s) The Builder s have agreed to sell to The Purchaser(s) the Flat/ Shop/ Unit bearing number _____ on the _____ floor of the said building known as **"THE PALM OAK"** being constructed on the portion of the said land having approximate carpet area of _____ sq. mtrs and _____ in the said building on ownership basis as agreed to by and between them which is hereinafter referred to as "the said premises" as per the floor plan annexed hereto and marked as "Annexure- A".

AND WHEREAS The Purchaser(s) has/have agreed to pay price/ consideration in respect of the said Flat/ Shop/ Unit in accordance with the provisions of The Maharashtra Ownership Flats (Regulation Of Promotion Of Construction, Sale, Management And Transfer) Act, 1963 and in accordance with the progress of the construction work of the said building;

AND WHEREAS this Agreement is made in accordance with the provisions of Maharashtra Ownership Flats (Regulation Of Promotion Of Construction, Sale, Management And Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein;

AND WHEREAS by executing this Agreement The Purchaser(s) has/have accorded his/her/their consent as required under the Maharashtra Ownership Flats (Regulation Of Promotion Of Construction, Sale, Management And Transfer) Act, 1963, whereby The Builder s will be entitled to make such alteration in the structure in respect of the said premises agreed to be purchased acquired by the purchaser (S) and/or the building as may be necessary and expedition in the opinion of their architect/engineer; The Builder have given inspection to The Purchaser(s) of the Agreement to lease, the tripartite Agreement and design and specifications, letters documents and all other papers as required under the provisions of Maharashtra Ownership Flats (Regulation Of Promotion Of Construction, Sale, Management And Transfer) Act, 1963 and the rules framed there under;

AND WHEREAS The Purchaser has to pay Maintenance charges to the Builder from the date of Occupancy certificate , For Residential @ Rs 3/- Per Sq ft And for Commercial @ Rs 4/- Per Sq.ft.

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

1) The Builder shall under normal conditions construct building consisting of ground plus seven upper floors to be known as **THE PALM OAK situated at Plot No – B-50 Sector No – 16, Ulwe, Taluka – Panvel, District – Raigad**, as per the plans, designs and specifications approved by the concerned local authority and which have been seen and modifications as The Builder may considers necessary or as may be required by the concerned local authority/government to be made in any of the premises, provided that The Builder s shall have to obtain prior consent in writing of The Purchaser(s) in respect of such variations or modifications which may adversely affect the Flat/ Shop/ Unit of The Purchaser(s). The Purchaser(s) has/have prior to the execution of this Agreement satisfied himself/herself/ themselves about the title of The Builder s to the said plot and no requisition or objection shall be raised upon The Builder s in any matter relating thereto.

2) The Purchaser(s) hereby agree(s) to acquired the said Flat/ Shop/ Unit bearing no. ____ and more particularly described in the “second schedule” as shown on the plan (hereinafter called “the said premises”) for the lump sum price of Rs. _____/- (RUPEES _____ ONLY). The carpet area mentioned hereinabove means and includes area representing the dimensions from brick to brick of each wall including the area of the balconies, toilets, internal passages, windowsills and door jams in the Flat. The said price fixed on lump sum basis has no bearing whatsoever on the actual area of the said Flat/ Shop/ Unit. The amount of the service tax for the above said Flat/ Shop/ Unit shall come to Rs. _____/- (RUPEES _____ ONLY). This amount may change or increase/decrease in future as may be implemented amended and modified by the concerned authority and The Builder s shall accordingly intimate and collect the same from The Purchaser(s). The Purchaser(s) hereby agree(s) to pay the above said vat on or before execution of these presents and service tax along with the payment of the installment amount as and when due for payment.

3) The Purchaser(s) agree(s) to pay to The Builder s The Purchaser price of Rs. _____/- (RUPEES _____ ONLY) a super the payment schedule set out in the “fourth schedule” hereunder written. If The Purchaser(s) commit(s) default in payment of any of the installments aforesaid on their respective due dated (time being essence of the contract). The Builder s shall be at liberty to terminate this agreement. On The Builder s terminating this Agreement under this clause, they shall be at liberty to sell the said premises to any other person as The Builder s any deem fit at such price as The Builder s may determine and The Purchaser(s) shall not be entitled to question such sale or to claim any amount whatsoever form The Builder s. The amount received till the date of termination of the Agreement will be refunded to The Purchaser(s) after deducting _____%(_____) of the total Agreement value of the premises and the total interest payable due to delayed payments of the previous installments till the date of cancellation by The Builder s to The Purchaser(s) only after The Builder s have disposed off/sold the said premises to any other purchaser(s).

4) The Builder s shall in respect of any amount unpaid by The Purchaser(s) under this Agreement, have a first lien and/or charge on the said premises agreed to be acquired by The Purchaser(s).

5) Any delay or indulgence by The Builder s in enforcing the terms of this Agreement or forbearance on their part or giving extension of time by The Builder s to The Purchaser(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of The Builder s of any breach of this Agreement by The Purchaser(s) nor shall the same in any manner prejudice the rights of The Builder s. Without prejudice to The Builder s' rights under this Agreement and/or in law, The Purchaser(s) shall be liable to pay delay payments charges at the rate of 24% per annum on all amount due and payable by The Purchaser(s) under this Agreement (if such amount remains unpaid for 10(ten) days after its due date/demand).

6) The Builder s hereby agree(s) to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any when may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises of The Purchaser(s), obtain form The Concerned Local Authority Occupation and/or Completion Certificates in respect of the said Flat.

7) The fixture, fittings and amenities to be provided by The Builder s in the premises and the said building are those that are set out in The "Third Schedule" mentioned hereunder.

8) The Purchaser(s) shall use the Flat/ Shop/ Unit or any part thereof or permit the same to be used for the purpose of the residence he/she/they shall use the garage or parking space only for the purpose of for keeping or parking the Flat/ Shop/ Unit purchaser's own vehicle.

9) The Purchaser(s) along with other purchaser(s) of Flat/ Shop/ Unit in The Building shall join in forming and registering the society or a limited company to be known by such name as The Builder s may decide for this purpose from time to time, to sign and executed the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including the

bye-laws of the proposed society and duly fill in, sign and return to The Builder s within 30 (Thirty) days of the same being forwarded by The Builder s to The Purchaser(s), so as to enable The Builder s To Register The Organization of the Flat/ Shop/ Unit Purchaser(s) under section 10 of the said act within the time limit prescribed by rule 6 of the Maharashtra Ownership Flats (Regulation Of Promotion Of Construction, Sale, Management And Transfer) Act, 1963 on objection shall be taken by The Purchaser(s) if any changes or modifications are made in the draft bye-laws or the memorandum and /or article of association as may be required by the registrar of co-operative societies or the registrar of companies as the case may be, or any other competent authority.

10) Unless it is otherwise agreed to by and between the parties hereto that The Builder s shall within 4 (Four) months of Registration Of The Society or limited company as aforesaid cause to be transferred to the society or limited company all the right, title and the interest of the builders and or the lessor in all the parts of the said land together with the building by obtaining or executing the necessary conveyance and or assignment of lease of the said land and the said building in favour of such conveyance/assignment of lease shall be in keeping with the terms and provision of This Agreement.

11) In case The Builder s are acting as an agent of the lessor of the said land then, The Builder s hereby agreed that they shall, before handing over possession of the Flat/ Shop/ Unit of The Purchaser(s) and in any event before execution of a conveyance/ assignment of lease of the said land in favour of a corporate body to be formed of The Purchaser(s) of The Flat/ Shop/ Unit and The Building to be constructed on the said land make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any including any right, title, interest or claim or any part in or over the said land and shall as far as practicable ensure that the said land is free from all encumbrances and that The Builder s have absolute, clear and marketable title to the said land so as to enable them to convey to the said society/limited company such absolute, clear and marketable title of n the execution of conveyance/assignment of lease of the said land by The Builder in favor of the said society/limited company.

12) The Above Purchase price does not include the following charges:

- a) Stamp Duty, Registration And Other Charges Payable To The Concerned Authorities.
- b) Water Connection Charges, Electricity Connection Charges Infrastructure Development Charges And Drainage Charges.
- c) Electric Cable Lying Charges
- d) Land And Development Building Charges.
- e) Legal Charges For Documentation
- f) Transfer Fees To CIDCO LTD
- g) Water Resource Development Charges.
- h) Service Charges Of Electric Connection/Eclectic Sub-Station, Water Connection Deposit And Meter Charges, Development Charges And Any Other Charges Of Deposits Payable To Any Authority Concerned.
- i) Service Tax, Vat, Any Other Taxes, Cess that shall be levied or become livable by CIDCO or any other Government Authorities and also such other charges, escalations imposed by CIDCO or any other Government Authorities.

13) THE BUILDER shall not be liable for any loss, damage or delay due to Maharashtra state electricity distribution co. ltd. Causing delay in sanctioning and supplying electricity or due to the corporation/local authority concerned causing delay in giving/supplying permanent water connection or such other service connection necessary for using/occupying the said premises.

14) On getting the occupancy certificate, The Builder shall be at liberty to handover possession of the said premises of he purchaser(s) even though permanent electricity and water connections are not sectioned by the respective authorities, The Purchaser(s) shall not be entitle to make any claim/demand on The Builder s for the delay in getting the permanent electric and water connections. On this builders offering possession of the said premises of The Purchaser(s), The Purchaser(s) shall be liable to bear and pay their proportionate share in the consumption of electricity and water.

15) THE BUILDER shall give possession of the premises of The Purchaser(s) on or before_____. If The Builder s fail or neglect to give possession of the Flat/ Shop/ Unit Of The Purchaser(s) on account of reasons beyond its control and of its agents as per the provisions of section 8 of Maharashtra Ownership Flat/ Shop/ Unit Act, by the aforesaid date or the date or dates prescribed in Section 8 of The Said Act, Then The Builder s shall be liable on demand to refund to The Purchaser(s) the amount already received by them in respect of the Flat/ Shop/ Unit with simple interest at the rate of 9 % per annum from the date The Builder s received the sum till the date the amounts and interest thereon is repaid. Provided that by mutual consent it is agreed that the dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the competent authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by The Builder s to The Purchaser(s) they shall subject to prior encumbrance if any be a charge on the said land as well as the construction of building in which the Flat/ Shop/ Unit are situated or were to be situated, provided that The Builder s shall be entitled to reasonable extension of time for giving delivery of Flat/ Shop/ Unit on the aforesaid date, of the completion of building in which the Flat/ Shop/ Unit is to be situated is delayed on account of:

- i) non-availability of steel or cement or such other materials
- ii) war, civil commotion or any act of god
- iii) Any Notice, Order, Rules, Notification Of The Government, Count Of Law and /or any Other Public Authority or for Non-Availability Of Water and/or Electricity Communication from the concerned authorities or for any reasons unforeseen or beyond the control of The Builder or due to force majeure.

16) Upon possession of the said premises being delivered to The Purchaser(s) he/she/they shall be entitled to the occupation of the said premises. The Purchaser(s) shall have no claim against The Builder In respect of any items of work in the said premises commencing a week after notice is given by The Builder s to The Purchaser(s) shall then be liable to bear and pay all taxes and charges for electricity and other services and outgoings payable in respect of the said premises form the date from which The Builder is obtain The Occupancy Certificate From The Corporation.

- 17) The Purchaser(s) shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i.e to any open spaces etc. which will remain the property of The Builder s until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as The Builder is may impose.
- 18) If there is any increase if F.S.I or any other benefits then such benefits shall go to The Builder . The Purchaser(s) or the member(s) of the proposed co-operative society, limited company or legal body shall not raise any objections to The Builder is utilizing such increased FSI and/or using/appropriating such benefits.
- 19) The Purchaser(s) agree(s) and bind(s) himself/themselves to pay regularly every month by the 5th of the each month to The Builder s until the lease or the transfer of the property is executed in favour of the co-operative society or limited company or other legal body as the case may be the proportionate share that may be decided by The Builder or co-operative society or limited company or legal body as the case may be in the following outgoing.
 - a) Insurance premium
 - b) All municipal assessment bills and taxes and outgoing that may firm time to time be levied against the said plots and/or building, water taxes and other charges.
 - c) Outgoing for the maintenance and management of the building, common light and other outgoing and collection charges incurred in connection with the said plot.

- d) The Purchaser(s) shall _____ initially deposit with The Builder before taking possession of the said premises a sum _____ of _____ Rs. _____/- (Rupees _____ only) towards the aforesaid expenses for a period of 12 (twelve) months in advance. The said sum shall not carry interest and will remain with The Builder s until the transfer/lease is executed in favour of a co-operative society, limited company or legal body as aforesaid and on such transfer/lease being executed the balance of the amount of deposit shall be paid over to the co-operative society, the limited company or legal body as the case may be. The Purchaser(s) shall also keep deposited with The Builder s at the time of taking possession a sum of 600/- (Rupees Six Hundred Rupees Only) as the share money and membership fee.
- e) It is agreed that in the event the corporation levied any additional charges or cess over and above the lease premium from The Builder by way of deposits, water resources development charges and/or land and building development charges, transfer charges infrastructure development charges etc., The Purchaser(s) shall pay the proportionate of such charges, cess, deposits etc. as may be demanded by The Builder s from time to time.
- 20) The Builder s shall maintain separate account in respect of the sums received from The Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the out going and shall utilize the amounts only for the purpose for which they have been received.
- 21) It is agreed that if one or more of such Flat/ Shop/ Unit are not taken/purchased or occupied by any person other than The Builder s at the time the building is ready for part occupation/occupations, The Builder s will be deemed to be the owners thereof until such Flats are agreed to be sold by The Builder s. The Purchaser(s) shall from date of possession maintain the said Flats at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flats, staircase and common passages which may be against the rules or bye-laws of the corporation or of The Builder s or the co-operative

society or limited company or such other legal body as the case may be. No structural/architectural alternation/modification or changes shall be carried out by The Purchaser(s) to the Flat. The Purchaser(s) shall be responsible for breach of any rules and regulations as aforesaid.

- 22) So long as each purchaser(s) in the said building shall both be separately assessed, The Purchaser(s) shall pay proportionate part of the assessments, taxes, cess etc in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon The Purchaser(s).
- 23) The Purchaser(s) shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him/her/them nor shall he/she/they at any time make or cause to be made any additions and /or alterations of whatsoever nature to the said premises The Purchaser(s) shall not permit the closing of verandah or lounges or balconies or terrace or make any alter ration in the election and outside color scheme of the Flat/ Shop/ Unit to be acquired by him/her/them.
- 24) The Purchaser(s) shall not store in the said premises any goods of hazardous or combustible nature or which tend to effect the construction or the structure of the said building or cause damage to the occupants of the building.
- 25) The said building shall always be known as “**THE PALM OAK**” . the name of the co-operative society or limited company or other legal body to be formed, may bear the same name. the name of the building however shall not be changed under any circumstances.
- 26) On the completion of the said building an on receipt by The Builder of the full payment of all the amounts due and payable to them by all The Purchaser(s) in the said building, The Builder s shall co-operative with The Purchaser(s) in forming , registering or incorporating a co-operative society or limited company or other legal body. The rights of the members of the co-operative society or limited company or to the legal body as the case may be shall be subject to the rights of The Builder s under the said agreements as aforesaid.

- 27) The Purchaser(s) shall be bound from time to time to sign all papers and documents with regard to the formation of the co-operative society or limited company and /or legal body and to do all the other things as The Builder s may require him/her/them to do from time to time for safeguarding the interest of The Builder s and of other purchaser(s) of the other premises in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto null and void.
- 28) When the co-operative society or a limited company and/or legal body is registered or incorporated and all the dues paid in full, The Builder s shall co-operate in executing the necessary assignments/transfers in favour of such co-operative society, limited company or legal body. The stamp duty, registration fees and legal charges shall be borne and paid by The Purchaser(s) proportionately.
- 29) Provided it does not in any way effect or prejudice the rights of the said premises, The Builder s shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said plot and in the building to be constructed thereon.
- 30) Noting contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment of the said plot or any part thereof or of the said building thereon or any part thereof.
- 31) The Purchaser(s) shall not let, sub-let, transfer or assign or part with possession of the said Flat/ Shop/ Unit without the consent in writing of The Builder s until all the dues payable by him/her/them to The Builder s under this Agreement are fully paid. The Purchaser(s) and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all papers and documents, applications and do all acts, deeds and things as The Builder s and /or the co-operative society or limited company and/or legal body as the case may required for safeguarding the interest of The Builder s and/or the other purchaser(s) in the said building.

- 32) The Purchaser(s) and the person to whom the said premises is let, sub-let, transfer, assigned or given possession of shall observe and perform all the bye-laws rules and regulation which the co-operative society or limited company at the time of registration may adopt and all the provisions of the memorandum and articles of association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said premises and all the rules and regulations and the bye-laws for the time being of the corporation or local authority or government or other public bodies. The Purchaser(s) and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulate conditions laid down by such co-operative society or limited company or legal body as the case may be regarding the occupation and use of the building and/or the said premises and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- 33) Subject to what is mentioned above, The Builder will form a co-operative society or limited company or legal body after having sold all the premises to The Purchaser(s) . All The Purchaser(s) shall extend their necessary co-operative in the formation of the co-operative society or the limited company. On the co-operative society or legal body being registered or limited company being incorporated, the right of purchaser(s) will be recognized by the said co-operative society or limited company or legal body and the rules and regulations framed by them shall be binding on The Purchaser(s).
- 34) The Builder 's Advocate shall prepare and /or approve the documents to be executed in pursuance of This Agreement and also bye-laws of the co-operative society or The Memorandum And Articles Of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body. His costs shall be borne and paid by the purchasers proportionately.

- 35) The stamp duty and registration charges and other charges incidental to their Agreement For Sale shall be born and paid by The Purchaser(s) only.
- 36) In case any security deposit or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other appropriate connection to the said building the same shall be payable by all The Purchaser(s) in proportionate share and The Purchaser(s) Agree(S) to pay on demand to The Builder s his/her/their share of such deposits/charges.
- 37) If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by The Corporation. Government or any other public authority in respect of the said plot or building the same shall be the responsibility of The Purchaser(s) of the said building and the same shall be borne and paid by all The Purchaser(s) in proportionate share.
- 38) THE BUILDER S shall have a right until execution of the Transfer/Assignment in favour of the proposed co-operative society or limited company or legal body to make additions. Alterations, put additional structure as may be permitted by the Corporation And Other Competent Authorities. Such addition. Alteration., structures will be the sole property of The Builder s who will be entitled to dispose of the same in any way they choose and The Purchaser(s) hereby consent to the same.
- 39) The unsold terrace of the building the parapet wall shall always remain the property of The Builder s and The Builder s shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and The Builder s shall be exclusively entitled to the income that may be derived by display of the said advertisement(s). the Agreement with The Purchaser(s) of the other Flats in the said building shall be subject to the aforesaid right to The Builder s who shall be entitled to use the unsold terrace including parapet wall and the walls and the water tank therein for any purpose including the display of advertisement and signboards.

- 40) It is expressly agreed and confirmed by The Purchaser(s) that the terraces which are attached to the respective Flat/ Shop/ Unit will be in exclusive possession of the said purchaser(s) of the said Flat/ Shop/ Unit and other purchaser(s) will not in any manner object to The Builder s selling the Flat/ Shop/ Unit with an attached terrace with exclusive rights of the said Purchaser(S) to use the said terraces.
- 41) The Purchaser(s) shall maintain at his/her/their own cost the said Flat/ Shop/ Unit agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of The Government Of Maharashtra, M.S.E.D CO. LTD, Corporation and Any Other Authorities and Local Bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in This Agreement.
- 42) The Purchaser(s) shall lodge this Agreement with sub-registrar of assurance at Panvel and intimate well in advance to The Builder.
- 43) THIS AGREEMENT shall always be subject to the term and conditions of The Tripartite Agreement and of The Agreement To Lease and also the lease to be granted by The Corporation and The Rules And Regulations, if any made by The Corporation and/or The Government Of Maharashtra and /or any Other Authority.
- 44) The Purchaser(s) hereby agree(s) to pay to The Builder s The Stamp Duty And Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards The Stamp Duty And Registration Charges that may have to be paid in respect of The Lease Deed/Deed Of Assign, empty to be executed by the corporation in favour of the co-operative society or limited company or any other legal body as may be formed by The Purchaser(s) of the premises in the said building.

- 45) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the corporation charges nay premium and/or another amount for the purpose of execution of The Deed Of Lease by The Corporation in respect of The Said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal body or if such deed of lease is already executed in favour of The Builder s and if any premium or any other amount is required to be paid to the corporation for the purpose of obtaining the permission for execution of The Deed Of Assignment/Transfer of the said lease by The Builder s in respect of the Said Plot and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal body, then such premium amount shall be borne and paid by The Purchaser(s) proportionately. In order to enable such co-operative society or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by The Corporation as aforesaid, The Purchaser(s) hereby agree(s) and bind(s) himself/herself /themselves to pay such co-operative society or limited company or a by other legal body his/her/their share in such premium and /or amount payable to the corporation in proportion to the area of the Flat/ Shop/ Unit in the said building.
- 46) The Purchaser(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenance thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own premises.
- 47) The Purchaser(s) shall at no time demand partition of his/her/their interest of their premises in the building. it is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by The Purchaser(s) that the building shall not be liable to execute any document for that purpose in respect of the said premises in favour of The Purchaser(s).

- 48) The Builder s shall not be liable to pay any maintenance or common expresses in respect of the unsold premises in the said building. The Purchaser(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levied. If any, which are imposed by the concerned local authority and /or government and/or other public authority.
- 49) The Purchaser(s) hereby give his/her/their express consent to The Builder s to raise an loans against the said plot and/or the said building under construction and to mortgage the same which any bank or any other financial institution or any other party. This consent is on the express understanding that any such loan locality shall be cleared by The Builder s at their own expenses on or before the formation of the co-operative society, limited company or other legal body.
- 50) The Builder s shall not be bound to carry out any extra additional work for The Purchaser(s) without there being a written acceptance by The Builder s to carry out the said additional extra work for The Purchaser(s) which again shall be at the sole discretion of The Builder s. If The Builder s have agreed to do any additional extra work for The Purchaser(s) The Purchaser(s) shall deposit the amount within 7 (seven) days from the date when The Builder s inform The Purchaser(s) the estimated cost for carrying out the said additional extra work. If The Purchaser(s) fail(s) to deposit the estimate cost for carrying out the said additional extra work of The Purchaser(s) agreed to be carried our by The Builder s, then The Builder s shall not be liable to carry out the additional/extra work in the premises of The Purchaser(s).
- 51) The Purchaser(s) undertake(s) to pay increase in 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.
- 52) The Purchaser(s) undertake(s) to pay Any Deposits, Insurance, Tax, Levies, Penalties, Cess, Service Tax, Vat Charges Etc, of whatsoever nature imposed by any government or local authorities and by increase thereof in aforesaid taxes and charges.

53) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made there under The Said Act.

54) The Promoter / Developer shall maintain a separate account in respect of sums received by the Promoter / Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

55) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter / Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

56) PROMOTER / DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter / Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

57) BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter / Developer does not create a binding obligation on the part of the Promoter / Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter / Developer. If the Purchaser (s) fails to execute and deliver to the Promoter / Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter / Developer, then the Promoter / Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

58) ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

59) RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

60) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /SUBSEQUENT PURCHASER S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

61) SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

62) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser (s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

63) FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

64) PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter / Developer through its authorized signatory at the Promoter / Developer 's Office, or at some other place, which may be mutually agreed between the Promoter / Developer and the Purchaser , in after the Agreement is duly executed by the Purchaser and the Promoter / Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Panvel.

65) The Purchaser and/or Promoter / Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter / Developer will attend such office and admit execution thereof.

66) That all notices to be served on the Purchaser and the Promoter / Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter / Developer by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME :- 1).

ADD :- _____

It shall be the duty of the Purchaser and the Promoter / Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter / Developer or the Purchaser , as the case may be.

67) JOINT PURCHASER S

That in case there are Joint Purchaser s all communications shall be sent by the Promoter / Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser s.

68) Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser .

69) Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the **MAHARERA** Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

70) GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Panvel courts will have the jurisdiction for this Agreement

FIRST SCHEDULE
DESCRIPTION OF THE LAND

All that piece or parcel of land known as Plot No – B-50, Sector No – 16, Ulwe 12.5% (Erstwhile Gaothan Expansion Scheme) Taluka – Panvel, District – Raigad, admeasuring about 649.85 sq. mtrs or thereabout and bounded as follows that is to say :-

On Or Towards North By : Plot No - 49

On Or Towards South By : Plot No – 51

On Or Toward East By : Plot No – 55 & 56

On Or Toward West By : Prop 24 Mtrs Wide Road.

SECOND SCHEDULE
DESCRIPTION OF THE FLAT

All that residential premises bearing Flat/ Shop/ Unit no __
 admeasuring_____ sq.mtrs carpet area and open terrace having
 carpet area _____ sq.mtrs on the ____floor of the building known
 as **THE PALM OAK** being constructed on **Plot No – B-50, Sector
 No – 16, Ulwe, Taluka – Panvel, District – Raigad.**

THIRD SCHEDULE**AMENITIES**

_____ **Plot No – B-50, Sector No – 16, Ulwe, Taluka –
Panvel, District – Raigad.**

- I) Good quality ceramic flooring in all rooms.
- II) Green marble kitchen platform with stainless steel sink.
- III) Glazed tiles in kitchen, bathroom and toilet up to window level.
- IV) Powder coated aluminum sliding windows.
- V) Concealed plumbing with good quality fittings.
- VI) Concealed copper wiring.
- VII) Sufficient electrical point for living, bed and kitchen.
- VIII) Cable tv point in living room.
- IX) Good quality paint for external surface of building.
- X) Lift of reputed make.
- XI) Checkered tiles on the building compound.
- XII) Distemper paint on internal walls.

FOURTH SCHEDULE

PAYMENT SCHEDULE

SR NO	PARTICULARS	PERCENT
1.	On Booking Amount	20%
2.	After Completion Of Plinth	10%
3.	On Completion Of The 1 st Slab	10%
4.	On Completion Of The 2 nd Slab	10%
5.	On Completion Of The 3 rd Slab	10%
6.	On Completion Of The 4 th Slab	10%
7.	On Completion Of The 5 th Slab	10%
8.	On Completion Of The 6 th Slab	10%
9.	On Completion Of The 7 th Slab	05%
10.	On Completion Of The Brick Work On Completion Of Plaster On Completion Of Flooring Electrification & Plumbing On Possession	05%
	Total	100%

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the within named BUILDER

M/S GAJORA INFRA

Through Its Partners

1) MR. DIPESH GOVIND GAJORA

(PAN NO – _____)

in the presence of

1.

2.

SIGNED AND DELIVERED BY THE

Within named PURCHASERS

1) _____

(PAN NO – _____)

2) _____

(PAN NO – _____)

in the presence of.....

1.

2.

RECEIPT

Received the sum of **Rs.** _____/- **(RUPEES**
 _____**ONLY)** from the Purchaser
 _____towards the Part And Advance Payment
 against the total sale price **Rs.** _____/- **(RUPEES**
 _____**ONLY)** to be paid to the Seller/transferor
 by the Purchaser in respect of the sale **Flat/ Shop/ Unit No -**
 _____, **Building No-** _____, _____ **Floor, Building Known As**
THE PALM OAK situated at Plot No - B-50, Sector No - 16, Ulwe,
Taluka - Panvel District - Raigad the property mentioned, as in
 Agreement .

Mode Of Payment :-

We SAY RECEIVED

Rs. _____ /-

M/S GAJORA INFRA
 Through Its Partners
MR. DIPESH GOVIND GAJORA

BUILDER

Witness:-

1.

2.