

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Panvel on this
___ day of _____, 2018.

BETWEEN

SHREE SIDDHIVINAYAK DEVELOPERS, (PAN No.) through
partners 1. Mr. Vasudev Gangaram Bade, Age 34 years, Pan No. ALJPB5775F 2.
Mr. Sandeep Dilip Shewale, Age Years, Pan No....., having their office at.
118, Prajapati Arcade, Plot no 22/23, Sector 15 A, Neel- Kamal Hotel, New Panvel
(E), Tal. Panvel, Dist - Raigad, 410206. Hereinafter called as "THE BUILDERS/
DEVELOPERS/ PROMOTERS" (which expression shall unless it be repugnant to
the context and meaning thereof be deemed to mean and include the partner or
partners for the time being of the said Firm and their respective heirs, executors,
administrators and assigns) **PARTY OF THE FIRST PART.**

AND

(1) _____, Age ____ years,
Occupation: _____, (PAN: _____), Residing at - _____

(2) _____, Age ____ years,
Occupation: _____, (PAN: _____), Residing at - _____

Panvel, Dist. Raigad, hereinafter called as "PURCHASER/ALLOTTEE/S" (Which
expression shall unless repugnant to the context or meaning thereof, mean &
include their heirs, executors, administrators and permitted assigns etc.) **PARTY
OF THE SECOND
PART.**

WHEREAS,

The original Owners Miss. Priyanka Aaba Lengare & Mr. Satish Gopal Zanjad
are absolutely seized and possessed of and are otherwise well and sufficiently
entitled to the land admeasuring 0-12.10 of land bearing survey no 17, Hissa No. 2
of Village - Shivkar, Tal - Panvel, Dist - Raigad, as more particularly described
in the schedule hereunder written, (The above-mentioned Main/original owner

Purchaser

Developer

(Miss. Priyanka Aaba Lengare & Mr. Satish Gopal Zanjad), hereinafter for sake of brevity called and referred to as "land owners".)

And, Whereas The said property was originally owners his due to paucity of funds and lack of building construction experience has decided to develop the said land through the Developers, therefore executed the development agreement dated/2018 on the terms and conditions mentioned therein.

By and under Development Agreement dated/2018 duly registered with the office of the Sub-Registrar of Assurances at Panvel vide its Doc. No./2018, executed between Miss. Priyanka Aaba Lengare & Mr. Satish Gopal Zanjad and the Builder herein, the Builder herein did acquire all Development rights, title and interest in said Land, where in situated at Village – Shivkar, Tal – Panvel, Dist – Raigad, within the limits & Division and District of Raigad, Sub-Division and Taluka - Panvel and within the jurisdiction of sub-Registrar of Assurance at Panvel, which is more particularly described in the schedule hereunder written,

SCHEDULE OF PROPERTY

Village – Shivkar, Tal – Panvel, Dist – Raigad.

Village	Survey No.	Hissa No.	Area (H-R-P)	Assessment Rs. Ps.
Shivkar	17	2	0-12-1	1.94

(The above mentioned property hereinafter for sake of brevity called and referred to as "The Said Property" or "Said Land".)

And, The Owners had also executed a Power of Attorney dated/2018 in favour of the promoter for the purpose of carrying out development project upon the project land, which power of attorney has been duly registered with the office of the Sub-Registrar of Assurances at Panvel vide its Doc. No./2018. The said Power of Attorney is still valid and is in force and effect.

Whereas, the Developer with intention to develop the said land and carrying out construction of the proposed new building on the said land, got prepared the plan from their Architects and obtain building permission granted and plans sanctioned. In the above circumstances, the Builder are entitled to develop the said land by constructing residential cum commercial building as per the building plans sanctioned by the concerned authorities.

AND WHEREAS the PROMOTERS has entered into a standard Agreement with an Architect M/s. Nagarkars & Associates having its registered Office at C-112, 1st floor, Munoth Residency, Opp. Hoc Colony, Panvel- 410206, Dist – Raigad, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the PROMOTERS has appointed a M/s. STRUCON CONSULTING ENGINEERS having its registered Office at Shop no. 4, Giri Vihar, N.R. Bedhakar, HSP; Thane(W), as a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings to issue proportionate completion certificate for the work completed by the PROMOTER.

AND WHEREAS the PROMOTER have appointed KPG ASSOCIATES, having its registered Office at Shop no. 11, Prajapati Arcade, Sector-15A, plot no. 22/23, New Panvel, as the Chartered Account to maintain the accounts for the said Project for withdrawal of amounts from the separate Bank Account to be specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.

AND WHEREAS accordingly Building Construction permission is also granted BY CIDCO bearing No. CIDCO\NAINA\Panvel\Shivkar\BP-147\CC\2018\2053, dated. 30/08/2018, construction permission was granted for Type of ground + 3 floor for residential and commercial use upon said land.

AND WHEREAS while sanctioning the said Plans, CIDCO/NAINA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and the said buildings, which shall have to be duly observed and performed.

AND WHEREAS the said Developers have is about to commence the construction of building known as "SHAMBHAVI RESIDENCY" as per the Plans and specification approved and the development permission granted by the CIDCO/NAINA/Collector including such addition, modification, revisions, alternations, therein in if any from time to time as may be approved Proper authority.

AND WHEREAS the said Developers expressed their intention to sale of the flats in the propose buildings to the prospective flat purchasers on ownership basis.

AND WHEREAS Allottee/s is/are offered Flat/Shop bearing No. _____ on _____ Floor (hereinafter referred to as the "SAID FLAT") in the Wing "...." of complex "SHAMBHVI RESIDENCY" (hereinafter referred to as the "SAID COMPLEX") which is to have Total carpet area of _____ Sq.Mtrs. constructed in the phase of said project by the Promoter.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat (Apartment)/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS by virtue of the Deed of Conveyance the Promoter has sole and exclusive right to sell the Flats (Apartments)/Shop in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments)/Shop to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects 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 thereunder;

AND WHEREAS The Search cum Title Certificate, dt./2018, issued by Adv. RAJESH PATIL, Advocate Having Office at 09, Munoth Residency, Opp. Hoc Colony, Panvel- 410206, Dist – Riagad. has been seen and inspected by the PURCHASER and a copy thereof has been annexed hereto, marked as Annexure 'A' respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure B -1.

AND WHEREAS the authenticated copies of the sanctioned plans of the building by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure B-2.

Purchaser

Developer

absolute discretion of the Developers and if the Developer agree to carry out such modification the flat/shop purchaser shall pay the cost thereof immediately.

- 2) The flat/shop Purchasers hereby agrees to purchase from the Developer and the Developer hereby agree to sale to the Purchasers a flat No. —, on the —rd floor, Wing —, of the said building admeasuring about — Square Feet Carpet area with — Square Feet of attached balcony of the said building to be known as "SHAMBHAVI RESIDENCY", hereinafter called "the said premises" in the said building under construction by the Developer as per the plans and specification seen and approved by them and which is more particularly described in the schedule written hereunder & shown by red color boundary line on the block plan attached to this agreement for a lump sum price of Rs. —/- (Rupees — only) That said price is fixed on lump sum basis and has no bearing whatsoever on the actual area of the said premises. The aforesaid lump price shall be paid by the Purchasers to the Developer in the manner given below:

1. Rs. —/- 10% of the purchase price on booking.
 2. Rs. —/- 20% of the purchase price on Agreement for sale /Plinth Certificate.
 3. Rs. —/- 10% on completion 1st Slab.
 4. Rs. —/- 10% on completion 2nd Slab.
 5. Rs. —/- 10% on completion 3rd Slab.
 6. Rs. —/- 10% on completion 4th Slab.
 7. Rs. —/- 10% on completion of the brick work.
 8. Rs. —/- 15% on completion of plaster work.
 9. Rs. —/- 5% at the time of possession.
- Rs. — 100%
- 3) The time for payment of the installments of the purchase price as provided in clause no. 2 above shall be of the essence of this contract. The certificate of the RCC Consultant/Architects of the Developer shall be conclusive proof that the plinth or the respective slab etc. are completed and payment shall be made by the Purchasers to the Developer within seven days from the receipt of a notice from the Developer to the Purchasers, time being of the essence, informing the Purchasers that the Plinth or the respective stage of work has been completed, the Purchasers shall make the payment as herein provided. The Purchasers shall not be entitled to raise any objections as regards the completion of plinth or the completion of the respective stage of work or in regard to the certificate of the Developer Architects/RCC consultant.
- 4) The Flat Purchasers agrees to pay to the Developer interest at twenty four percent per annum on all the amounts which become due and payable by the Purchasers to

Developer

Purchaser

- holders of the said premises in the side premises in the said building. The Purchasers alone shall also proportionately pay all stamps, registration and other out-of pocket expenses. The proportionate share of such costs, charges and expenses payable by the Purchasers shall be paid by them immediately on demand. The Developer shall not contribute anything towards such expenses.
- 48) The Purchasers agrees to pay service tax if any applicable for this transaction from his own pocket, the Developer is not liable to pay the same. If the Developer pays the same from his own pocket the Purchasers shall be re-imbrues the same before taking possession of the said flat.
- 49) The Purchasers shall lodge this Agreement for registration with registering authorities within the time specified under the Indian Registration Act and inform the Developer to admit execution thereof.
- 50) This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules 1964 or any other provision of law applicable hereto.

THE SCHEDULE ABOVE REFERRED TO

THE FIRST SCHEDULE

The Developer is absolutely seized and possessed of as otherwise well and sufficiently entitled to the property lying and being situated at Village – Shivkar, Tal – Panvel, Dist – Raigad, within the limits & Division and District of Raigad, Sub-Division and Taluka - Panvel and within the jurisdiction of sub-Registrar of Assurance at Panvel, which is more particularly described in the schedule hereunder written,

SCHEDULE OF PROPERTY

Village – Shivkar, Tal – Panvel, Dist – Raigad.

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Shivkar	17	2	0-12-1	1.94

SECOND SCHEDULE ABOVE REFERRED TO

The building which is being constructed on the said property mentioned in first schedule hereinabove of flat No. _____, on the _____rd floor, Wing – _____, of the said building admeasuring about _____ Square Feet Built Up area with _____ Square Feet of attached open terrace and parking place No. _____ admeasuring _____ Square Feet area on ground floor of the said building to be known as “SHAMBHVI RESIDENCY”

Developer

Purchaser

On the terms and conditions stated above both the parties have entered into this agreement and in witness thereof they have signed and completed this agreement at Panvel on the day date first herein above written.

SIGNED AND DELIVERED)

BY THE WITHIN NAMED DEVELOPER)

Shri Siddhivinayak Developers through partners ,

MR. Vasudev Gangaram Bade

Mr. Sandeep Dilip Shewale

In the presence of.....)

1.)

2.)

SIGNED AND DELIVERED)

By the within named PURCHASERS)

Mr.....,

Mrs.....

In the presence of.....

1.)

2.)

RECEIPT

I say received total Rs. _____/- (Rupees _____ only) in following manner

1. Rs. _____/- (Rupees _____ Only) by Cheque bearing no....., dated .../.../2018, drawn onBank,

Purchaser

Developer

We say Received
Shree Siddhivinayak Developers Through partners

MR. Vasudev Gangaram Bade

Mr. Sandeep Dilip Shewale