

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Naigaon on this _____
day of _____ 201____

BETWEEN

M/S SUMATINATH ENTERPRISES a partnership firm
having his office **Shop No.13, Mrud Kishor, Dattapada**
Subway, S.V Road Borivali (west) Mumbai - 400096
hereinafter referred to as "**THE BUILDER**" (which expression
shall unless it be repugnant to the context or meaning
thereof, mean and include his heirs, executors and
administrators) of **ONE PART**.

AND

SHRI/SMT/M/S _____

Indian inhabitant residing at _____

_____ hereinafter called "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrator and permitted assigns) of **OTHER PART**.

WHEREAS SHRI GOPIKISAN GOPINATH PATIL & Ors (hereinafter referred to as "**OWNERS**") are entitled to all that piece and parcel of N A land bearing New S.No.85, old S.No.358, H.No.2, admeasuring 0-34-4 H.R assessed at Rs.2.62, New S.No.85, Old S.No.358, H.No.3, admeasuring 0-36-4 H.R., assessed at Rs.1.94, or thereabout situate, lying and being at revenue Village Chandrapada, Tal. Vasai, Dist. Thane. (more particularly described in the first schedule hereunder & hereafter referred to as the "**SAID LAND**" for brevity's sake).

AND WHEREAS owners have applied to collector Thane for conversion of said land and collector Thane by its order No. REV/DESK-1/T-9/NAP/SR-186/2010, dated 29/10/2010 had granted permission to use said land along with other land for non-Agricultural purpose.

AND WHEREAS owners have prepared Housing scheme and submitted same to the planning authority of Vasai-Virar sub-region i.e. CIDCO by its order No.CIDCO/ATPO(BP)/VVSRCBP-09/CC/2013/32 dated 09/07/2013 had sanction building plan and issued commencement certificate in respect of the said land.

AND WHEREAS by development agreement dated 17/04/2014 duly registered with sub-registrar vasai under document No. Vasai5-1967-2014 dated 17/04/2014 owners have granted development right in respect of said land to builder herein as per terms and conditions contained in the said development agreement.

AND WHEREAS builder have appointed **M/S. AJAY WADE & ASSOCIATES** as their architects & structural engineer for the purpose of preparation of plans, supervision of construction of building and looking after the structural designs, drawings of the building plans.

AND WHEREAS the builder has sole and exclusive right to develop the said land and to sell the residential flats and shops retain by them in the said buildings to be constructed by them on the said land and to enter into agreement with purchaser of flats and to receive sale price in respect thereof.

AND WHEREAS on demand of Flat purchaser the Builder has given inspection to the Flat purchaser, of all the documents of title relating to the said property, N.A. permission, Building Permission, Plans, Specification and agreements.

AND WHEREAS the builder herein is entitled to develop the said land as per the terms & conditions of building permission & N.A. permission **AND WHEREAS** builder has proposed to construct building consisting of Ground and ____ upper floors.

AND WHEREAS the Flat purchaser has verified the said documents and is satisfied about the same **AND WHEREAS**

copies of the certificate of title issued by M/S K.A SANGHAVI & CO. advocate of the Builder, copies of 7/12 extract and copies of plans and specification of the flat agreed to be purchased by the flat purchaser have been annexed hereto and marked as Exhibit A, B & C respectively

AND WHEREAS necessary plans, Specification, elevation, section and details of the said building are approved by local authority on certain terms & conditions **AND WHEREAS** the Builder has commenced the construction of the building as per sanctioned plans **AND WHEREAS** the Flat purchaser wants to purchase flat/shop No. _____ on _____ floor wing _____ in the building to be known as "GOPIKISHAN PATIL COMPLEX" (more particularly described in the third schedule hereunder written and hereinafter referred to as "SAID FLAT" for brevity's sake).

AND WHEREAS prior to the execution of this agreement, the Flat Purchaser has paid to the Builder a sum of Rs. _____/- (Rs. _____ only) Being earnest money/deposit as part payment of the sale price of the Flat/shop agreed to be sold to the Flat purchaser and the Flat purchaser has agreed to pay balance amount in the manner set out hereunder:

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The purchaser hereby agreed to purchase Flat/shop No. _____ on _____ floor, wing _____ in building to be known as "GOPIKISHAN PATIL COMPLEX" admeasuring _____ sq.ft. equivalent to _____ sq.mtrs. carpet which is inclusive of the area of balconies (which shall hereinafter be called the said Flat in the said building) as per the plans and specification seen and approved by him/her/them and also

agreed that the builders has full right and absolute authority to make such variations and modifications therein as Builders may deem fit or as may be necessary/required to be done at the instance of Government, CIDCO/Municipal Corporation or any other local authority.

2. The purchaser hereby agrees to purchase the Flat/shop No. _____ on _____ floor, wing _____ in the building to be known as "GOPIKISHAN PATIL COMPLEX" as per the plan and specification seen and approved by him/her/them for a total consideration of Rs. _____/- (Rs. _____) to be paid in the manner given below. (Time being the essence of these agreement).

- a. Rs. _____/- as earnest money on or before the execution of these agreement.
- b. Rs. _____/- on or before completion of plinth work
- c. Rs. _____/- on or before completion of first slab.
- d. Rs. _____/- on or before completion of Second slab.
- e. Rs. _____/- on or before completion of third slab
- f. Rs. _____/- on or before completion of fourth slab
- g. Rs. _____/- on or before completion of fifth slab
- h. Rs. _____/- on or before completion of Sixth slab
- i. Rs. _____/- on or before completion of Seventh slab
- j. Rs. _____/- on or before completion of Eighth slab
- k. Rs. _____/- on or before completion of brick work.
- l. Rs. _____/- on or before completion of outside plaster
- m. Rs. _____/- on or before completion of inside plaster.
- n. Rs. _____/- on or before possession of the said Flat to the purchaser.

3. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the

of the builders sending a notice to the flat Purchaser/s calling upon him/her/them to make payment of the same. The builders will send such notice under certificate of posting at the address mentioned hereinafter to the flat Purchaser/s and such posting will be sufficient discharges to the builders.

4. The fixtures, fittings and amenities to be provided by the builder in the said building and in the flat are those as described in the Annexure "B" hereunder written.

5. The Builder agree to hand over the possession of the said flat to the purchaser on or before _____ subject to however availability of cement, steel and other building material and subject to any act of God such as earthquake, flood or any other natural calamity, act of enmity, war or any other cause beyond the control of the builder and also subject to the others terms and condition herein contained and also subject to the payment of all the amounts due and payable by the purchaser's under this agreement and under such similar agreements with other purchasers in due time.

6. The purchaser agrees to pay all the amounts payable under the terms and conditions of this agreement as and when due, time in this respect of this agreement being the essence of the contract. The builders shall not be bound to give any notice of payment of the amounts due under this agreement and the absence of notice shall not be taken as an excuse for non-payment of any amount or amounts on due dates. The builders will not be responsible for the delay in the completion of the building and possession of the flats caused due to delayed payment of purchaser/s.

7. Without Prejudice to the builders right under this agreement and/or in law, the builders shall be entitled to claim and the flat Purchaser/s Shall be liable to pay to the builders interest at the rate of 21% p.a. on all such amounts which may become due and payable remains unpaid for more than 7 days by him/her/them under this agreement and all taxes and other outgoings from the due date of payment till the amounts are duly paid even if possession is delayed. This provision is without prejudice to the rights of the builder as provided hereunder.

8. The tenure of the said land is free hold.

9. The purchaser shall on before the execution of this agreement pay a sum towards the stamp duty chargeable by the government at applicable rates and its incidental charges as applicable from time to time.

10. The purchaser agree to pay to the builder any other expenses and/or deposit towards the expenses, taxes, charges as may be decided by the builder from time to time towards the local taxes, maintenance charges and other outgoing expenses etc.

11. The purchaser shall maintain at his/her/their own costs, the said flat agreed to be acquired by him/her/them in the same conditions state and order in which it is delivered to him/her/them and shall abide by all the rules and regulations of the government, CIDCO/Municipal Corporation and other authorities from time to time and at all times in force and shall also attend, answer and be responsible for all the notice or violations of any condition contained in these presents and it is expressly agreed that

the purchaser has agreed to acquire the said flat subject to the terms and contained in these presents.

12. The builder shall not be liable to share the maintenance charges, water charges and common electricity charges in respect of the unsold flat. The builder will bear the local body assessment, if any payable till the possession of the flat is handed over to the purchaser.

13. The builder without effecting or prejudicing the right or interest of the purchaser created in respect of the said flat under this agreement shall always be at liberty to sell, assign and/or otherwise deal with their interest in the said land and building or any part thereof.

14. If hereinafter any charge/taxes are levied by or payment required to be made to any government authorities or local body either on the building or otherwise the purchaser on being called upon by the builder shall pay to the builder his/her/their share thereof on or before taking possession or as may be required or demanded by builder.

15. The builder shall in respect of any amount liable to be paid by the purchaser under this agreement have a first lien and charge on the said flat/shop to be acquired by the purchaser. It is expressly agreed by the purchaser that he/she/they will not create any third party interest nor encumber or deal with it in any manner whatsoever until he/she/they obtained previous consent in writing of the builders.

16. The purchaser shall not be entitled to claim partition of his/her/their share in the said land and/or the said building

and the same shall always remain undivided and impartisible.

17. The purchaser hereby agreed not to use the said flat/shop for any other purpose whatsoever nature other than the purpose for which the same is acquired.

18. The said building shall always be known as "GOPIKISHAN PATIL COMPLEX" and this name shall not be changed at any time for any reason whatsoever.

19. In the event of amended in law if any F.S.I. is available then in such event builders alone or their predecessor in title has a right to consume the said F.S.I. by constructing additional floors as permitted by CIDCO/Municipal Corporation or any local authority.

20. The Builders shall have a right to construct additional storeys or to put up additional structures in the said building or in open space as may be permitted by the government and other competent authorities. Such additional structures will be the sole property of the Builders and the Builders shall be entitled to dispose off such additional storeys and structures put up by them as they deems fit and proper and the purchaser hereby irrevocably consent for the same. The open space, well, garden, common amenities, terraces of the building, the compound, walls in the said property and also the outer-walls of all the flat in the said building shall be subject to the aforesaid right of the Builders. The Builders shall always be entitled to use said terraces and compound including the parapet walls, compound walls and other walls of the building for any purpose including display of advertisements and sign board

and the purchaser shall not be entitled to raise any objection or to any rebate in the price of flat agreed to be acquired by him/her/them, and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.

21. The purchaser shall have no claim save and except in respect of the particular flat hereby agreed to be acquired, i.e. all the open spaces, lobbies, staircases, terraces etc. shall always remain the property of the builder.

22. The purchaser shall pay his/her/their proportionate share of all the existing future assessments, taxes and outgoing of every description for the time being payable by the occupier in respect of the said land and the building thereon and the premises and the anything for time being thereon.

23. The purchaser hereby agrees that in the event of the amount by way of betterment charges or development taxes or any other tax or payment of a similar nature becoming payable by the Builders, the same shall be reimbursed by the purchaser to the Builders in proportion of the area of the Flat agreed to be acquired by the purchaser and in determining the amount the decision of the Builders shall be conclusive and binding on the purchaser.

24. The purchaser agrees to abide by all the rules and regulations framed or to be framed by the Builders at any time and from time to time and all times and generally to do all and upon the purchaser to do in the interest of the said property and purchaser of other flat.

25. The purchaser shall also pay his/her/their proportionate share of insurance premium to keep the building in the said property insured against loss or damage by fire.

26. The purchaser shall at no time demolish or cause to be demolished or make additional and alteration in the said flat or make or cause to be made therein any new construction of any nature whatsoever in the said flat or building without prior consent in writing of the Builders.

27. The purchaser shall not do or cause to be done or permitted to do any nuisance or annoyance in or upon the premises or anything which shall cause unnecessary annoyance, inconvenience, hindrance or disturbance to the other purchasers of other flat and or the property in the neighborhood.

28. The Builders shall not be responsible for any damage due to the act of god such as earthquake, flood or other natural calamity, act of enmity, war or any other cause beyond the control of Builders.

29. In addition to his/her/their covenant hereinabove contained the purchaser do hereby agree and covenant with the Builders that within 7 days from the date of posting of intimation, the purchaser shall pay to the Builders:

(a) The proportionate share of the taxes, rates, assessments, duties and other levies and outgoings which shall become due & payable for the said land & building from time to time or which may hereafter imposed by the CIDCO/ municipal

corporation and/or any government/ semi government or local authority and

(b) The Proportionate share of other outgoings and of the maintenance charges.

(c) Security Deposit as security for the due payment of the share of the said local and/or government/semi government taxes and other outgoings and maintenance charges.

30. The purchaser shall take possession of the Said flat/shop within 7 days from the date of the Builders giving notice that said premises is ready for occupation and on payment of all balance amounts, then due under this agreement to the Builders and upon delivery of such possession the purchaser shall be entitle to use and occupy the said flat/shop without any hindrance and without any claims as to any item of work etc against Builders.

31. The Builders shall have full right to sell/Let-out or allot open space, ground, space adjoining the flat, space below the staircase, stilts, mezzanine floor, parking space, terrace adjoining to above flat, loading and unloading platform to any purchaser and purchaser of flat irrevocably grant consent for the same and shall have no right and/or shall have no objection of any nature whatsoever in respect thereof.

32. If the purchaser in any other way fails and neglect to perform and/or observe any of the stipulation on his/her/their part to be performed or to be observed herein contained, the Builders shall be entitle to rescind this agreement and on such recession by the Builders, this agreement shall absolutely be forfeited to the Builders and

the purchaser have no claim for refund or repayment of the earnest money and/or other amount already paid by the purchaser and the purchaser hereby irrevocably agrees for such forfeiture of the amount paid by him/her/ them and purchaser further irrevocably consent to lose and forfeit all his/her/ their benefits under this agreement and shall be liable to immediate ejection from the said premises and it is further expressly agreed that right given to the Builders shall without prejudice to the other rights, remedies and claims whatsoever of the Builders against the purchaser.

33. Under no circumstances possession of the flat shall be given to the purchaser herein unless and until all the monies including cost of extra work and all other amount due and payable have been paid by the purchaser to Builders and all necessary documents and paper as required by the Builders is signed by the purchaser.

34. If the Builders is not able to give possession of the said flat owing to any unavoidable circumstances or the circumstances beyond the control of the builder, the purchaser shall not be entitle to claim for damages and/or compensation of any nature whatsoever but shall be entitled to receive back money paid by him/her/them with simple interest at 9% p.a. This provision is without prejudice to the rights of the Builders and in such event all money payable towards the stamp duty, registration fee, legal cost of this agreement with all expenses, outgoing will stand forfeited

and the purchaser shall not claim for refund or repayment of the same in any manner whatsoever.

35. The purchaser agrees that he/she/they shall not hold liable the Builder for any addition/ alteration/ modification or improvement that may be made in the original plans which the Builder may make, provided that such addition /alteration/modification or improvement shall not materially affect to the position or dimension of the flat to be acquired by the purchaser.

36. The Builders do hereby covenant with the purchaser that on purchaser paying all money due and payable by him/her/them under this agreement and carrying out his/her/their obligation and covenants under this agreement, the purchaser shall be entitle to peacefully hold and enjoy the said flat without any interruption by the Builders or any person claiming through them.

37. In case any Security deposit is demanded by government, local body or electric supply co. or any other concerned authorities before or after giving water connection and/or electric connection to the proposed building, same shall be payable by the purchaser in proportion to the share to be decided by Builders. Further in case the authorities require Meter to be fixed for individual flat or otherwise on payment of charges same shall be borne and payable by the purchaser alone. The purchaser shall pay his/her/their share of security deposit, water bill/electricity charges and meter charges within a week of demand being made by the Builders.

forbearance of or the grant of time to the purchaser shall not be considered as a waiver on the part of Builders.

39. Purchaser herein is/are liable to pay service tax/local body Tax/VAT or any other Tax under the applicable law on or before execution of this Agreement and decision of builder is final and binding on purchaser.

40. The purchaser agree and undertake to lodge this agreement for registration immediately after execution with the sub-registrar Vasai and give intimation thereof in writing with serial no. and date to enable the Builders to admit the execution of the same, and to take all necessary steps for getting the same registered in accordance with the provision of law. All cost and charges of stamping and registration shall be borne and payable by the purchaser alone and Builders will not be liable contribute any amount in respect of the same.

41. The Builders shall not be responsible for any repairs within the said flat from the date of possession.

42. The purchaser has agreed to pay to the builder his/her/their proportionate share in the expenses towards development of common garden in the said property.

43. All Notices to be served on the flat purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the flat purchaser/s under certificate of posting to his/her/their/its address given below:

44. This Agreement shall always subject to the provisions of the Maharashtra ownership Flat Act and Maharashtra ownership Flat Rule, 1964, or any other provision of law as applicable from time to time.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of NON-AGRICULTURAL land bearing New S.No.85, old S.No.358, H.No.2, admeasuring 0-34-4 H.R assessed at Rs.2.62, New S.No.85, Old S.No.358, H.No.3, admeasuring 0-36-4 H.R., assessed at Rs.1.94, or thereabout situate, lying and being at revenue Village Chandrapada, Tal. Vasai, Dist. Thane. within the registration Sub-Dist of Vasai and within the registration Dist. Thane and bounded as follows:

ON OR TOWARDS EAST :

ON OR TOWARDS WEST :

ON OR TOWARDS NORTH :

ON OR TOWARDS SOUTH :

SECOND SCHEDULE ABOVE REFRRRED TO

ALL THAT FLAT/SHOP No. _____ **admeasuring** _____ sq.ft. equivalent to _____ sq.mtrs. carpet/built-up area on _____ floor, wing _____ in Building to be known as "GOPIKISHAN PATIL COMPLEX" with proportionate share of common area and facilities appurtenance to the said property.

SHRI _____

2.

The withinnamed **"PURCHASER"**

SHRI/SMT/M/S. _____

In the presence of.....

1.

2.

Partner

64795/2013
 Foreign Assets Service
 ACP/SH/ML