

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered at Dombivli, Tal. Kalyan on
this ____day of _____, 2022.

BETWEEN

MR.EXPERT HOME CONSTRUCTION LLP THROUGH PARTNER YUVRAJ KONDIBA KAMBLE , Age _____ years, Pan No._____, a promoter , having its office at **1ST FLOOR, Prashanti CHS Ltd, Near HP Gas Agency, Agarkar Road,Dombivali (East)**, hereinafter for the sake of brevity and convenience called and referred to as "**THE Promoter** ", (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all the present and future partners, their legal heirs, executors, representatives, administrators and assigns) of the **FIRST PART**.

AND

_____, Aged- __ Years, PAN - _____, Indian inhabitant, Both residing at:- _____. Herein after referred to as "**THE FLAT PURCHASER/S**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs administrators and assignees) of the **OTHER PART**.

AND WHEREAS the **Promoter** are seized, possessed off and otherwise well and sufficiently entitled to and having rights, title and interest in the plot of land bearing **City Survey NO. 2158, area 332 sq.mtrs., situated at Mouje –Ayre , Dombivli (East), PIN 421201**, Tal. Kalyan, Dist. Thane, (more particularly described in the Schedule hereunder) hereinafter called as "**THE SAID PROPERTY**".

AND WHEREAS the said property is originally **MR.HUZEFA SHABBIR AKOLAWALA** owner of **City Survey NO. 2158, area 332 sq.mtrs., situated at Mouje –Ayre , Dombivli (East), PIN 421201**, hereinafter collectively referred to as "the said Owners".

AND WHEREAS the said land Owners is **MR.HUZEFA SHABBIR AKOLAWALA** and he is Given said land i.e Survey NO. 28/6, area 400 SQ.MTRS. out of 1010 sq.mtrs., situated at Mouje -Ayre , Dombivli (East), PIN 421201, to **MR.EXPERT HOME CONSTRUCTION LLP THROUGH PARTNER YUVRAJ KONDIBA KAMBLE for Development** . And they are registrar the development agreement and power of attorney rerated said land i.e Survey NO. 28/6, area 400 SQ.MTRS. out of 1010 sq.mtrs., situated at Mouje -Ayre , Dombivli (East), PIN 421201, with **MR.EXPERT HOME CONSTRUCTION LLP THROUGH PARTNER YUVRAJ KONDIBA KAMBLE** by Development Agreement dated **29/09/2021** Registered in the Office of Sub-Registrar **Kalyan** at Registrar Doc. No. **17804/2021 & on same date Registrar Power Of Attorney Under Doc No.17805/2021.**

AND WHEREAS as such the Builder has proposed to construct on the said property new multistoried buildings **as per sanctioned the plan.**(Hereinafter referred to as "The Said Building").

AND WHEREAS the Builder has entered into a standard agreement with an **Architect RACHANA ART** registered with the Council of Architects and such agreement is as the agreement prescribed by the Council of Architects; the Builder has appointed a structural Engineer for the preparation of the structural design and drawing of the building and the Builder accepts the professional supervision of the Architect and the structural Engineer till the completion of the Building.

AND WHEREAS by virtue the Builder along has the sole and exclusive right to sell the Flat/Shop in the said building to be constructed by the builder on the said land and to enter into agreement/s with the purchaser/s of the Flat/Shop and received the sale price in the respect thereof.

AND WHEREAS as demanded by the Flat/Shop Purchaser/s the builder has given inspection to the Flat/Shop Purchaser/s of all the documents of title relation to the said land, the said construction permission and the plans, designs and specification prepared by the Builder's Architect and of such other documents as are specified under the Maharashtra ownership Flat/Shop (Regulation of the Promotion of Construction, Sale, management and transfer) Act 1963 (hereinafter referred to as "The Said Act") and the rules made there under.

AND WHEREAS the copies of Certificate of Title issued by Advocate of the Builder, Adv. **Ramesh chavan** and copies of property card or extract of Village Forms VI or VII

and all other relevant revenue record showing the nature of the title of the Builder to the said land on which the Flat/Shop are constructed and the copies of the plans and specification of the Flat/Shop agreed to be Purchaser/s by the Flat/Shop Purchased approved by the KDMC have been annexed hereto and marked Annexure ' A' respectively.

AND WHEREAS the builder has got approved from the KDMC the plans, the specifications, elevations, sections and details of the said building vide their **Resolution No.: 2021-22/0098/03, Dated: 08/11/2021 .**

AND WHEREAS the builder has accordingly commenced construction of the said plans and specification approved by the KDMC , Thane.

AND WHEREAS the Flat/Shop Purchaser/s applied to the Builder for allotment of the **Flat No._____ on _____ Floor, admeasuring _____ sq.ft. Built up** area (including common areas) **(i.e. _____ sq. mtrs)** in the building known as **"SHANTI HEIGHTS"** situated at : Mouje -Ayre , Dombivali (East), PIN 421201, **Tal. Kalyan, Dist. Thane** for the sale price in the manner hereinafter appearing.

AND WHEREAS under section 4 of the Maharashtra ownership Flat/Shop Act 1965 the builder is required to execute a written agreement for sale of said Flat/Shop to the Flat/Shop purchase, to bring in fact these presents and also to register said agreement under the registration Act.

NOW THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO A FLOLOWS:

- 1) The builder shall construct the said building/s consisting **as per sanctioned the plan** on the said land in accordance with the plans designs, specification approved by the KDMC and which have been seen and approved by the Flat/Shop Purchaser/s with only such variation and modification as the builder may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them provide that the builder shall have to obtain prior consent in writing of the Flat/Shop Purchaser/s in respect of such variations or modifications which may adversely affect the Flat/Shop of the Purchaser/s.
- 2) The Flat/Shop Purchaser/s hereby agrees to purchase from the builder and the builder hereby agree to sell to the Flat/Shop Purchaser a **Flat No._____ on**

_____ Floor, admeasuring _____ sq.ft. Built up area (including common areas) (i.e. _____ sq. mtrs) in the building known as “SHANTI HEIGHTS” situated at : Mouje –Ayre , Dombivali (East), PIN 421201, Tal. Kalyan, Dist. Thane. Hereinafter referred as the total consideration of Rs. _____/- (Rupees _____Only) including proportionate price of the common area and facilities appurtenant to the premises the mature extent and description of the common area and facilities which are more particularly described in the Schedule hereunder written.

The Flat/Shop Purchaser/s agrees to pay consideration of the Flat/Shop viz the sum of Rs. _____/- (Rupees _____Only) to the Builder in the following manners:-

20%	on booking of the Flat/Shop	Rs. _____/-
15%	on completion of plinth	Rs. _____/-
15%	on completion of 1 st slab	Rs. _____/-
15%	on completion of 2 nd slab	Rs. _____/-
10%	on completion of 3 rd slab	Rs. _____/-
10%	completion of brick work	Rs. _____/-
10%	on fitting of Doors & Windows and Completing Internal & External Plaster	Rs. _____/-
5%	at the time possession/ Bank Loan	Rs. _____/-
_____	_____	_____
100%		Rs. _____/-

- 3) The builder hereby agrees to observe perform and comply with all the terms, condition, stipulations and restrictions, if any, which may have been imposed by the concerned local authority over possession of the Flat/Shop to the Flat/Shop Purchaser/s obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop.
- 4) The builder hereby declares that the Floor space Index available in respect of the said land is **332 sq. mtrs.** and that no part of the said Floor space index has utilized by the builder elsewhere for any purpose whatsoever, In case while developing the said land the builder has utilizes any Floor space index of any other land or property by way of Floor, space index, then the particulars of such Floor space index shall be disclosed by the builder to the Flat/Shop Purchaser/s The residential F.A.R.(F.S.I.) in the plot or the lay out not consumed will be

available to the builder till the transfer of plot in the name of society to be formed.

- 5) The Flat/Shop purchaser/s agreed to pay to the builder interest at 18% per annum on all the amount which become due and payable by the Flat/Shop Purchaser/s to the builder under the terms of this agreement from the date the said amount is payable by the Flat/Shop Purchaser/s to the builder.
- 6) On the Flat/Shop Purchaser/s committing default in payment on due date of any amount due and payable by the Flat/Shop Purchaser/s the builder under this Agreement subject to what has been stated in Para 3 above and lapse of a reasonable time thereby without any remedy of the 18% p.a. (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat/Shop Purchaser/s committing breach of any terms and conditions, the builder shall be entitled at his own option to terminate his agreement:-

Provided always that the power termination herein before contained shall not be exercised by the Builder unless & until the Builder shall give to the Flat/Shop Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect which it is intended to terminate the agreement and default shall have been made by the Flat/Shop Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

Provided further that termination of this Agreement as aforesaid the Builders shall refund to the Flat/Shop Purchase the installments of sale price of the Flat/Shop paid by the Flat/Shop Purchaser/s to the Builder, but the Builder shall not be liable to pay to the Flat/Shop Purchaser/s interest on the amount so refunded and upon termination of this agreement on refund of aforesaid amount so refunded and upon termination of this agreement on refund of aforesaid amount by the Builder. The Builder shall be at liberty to dispose of and sell the Flat/Shop to such person and at such price as the Builder may in his absolute discretion think fit.

- 7) The Builder has obtained the necessary permission from KDMC , Thane and has utilized the floor space index allowed by the said KDMC , Thane. However the Builder are absolutely entitled to consume the transfer of nominal membership in favour of the society formed of all prospective purchaser/s in such the

purchaser/s herein shall not raise any objection if the Builder will approve the revised plans and will erect/construct the additional F.S.I., as per their own sweet will. The contrary the Purchaser/s herein has given deemed consent for such additional alteration which the Builder may approve from the concerned competent authority and/or from the KDMC , Thane.

- 8) The fixtures, fittings and amenities to be provided by the Builder in the said building and the Flat/Shop are those that are set in Annexure hereto.
- 9) The builder shall give possession of the Flat/Shop to the Flat/Shop Purchaser/s on or before _____ if the builder fails or neglects to give possession of the Flat/Shop to the Flat/Shop Purchaser/s on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra ownership Flat/Shops Act, by the aforesaid date or dates prescribed in section 8 of the said Act, then builder shall be liable on demand to refund to the Flat/Shop Purchaser/s the amount already received by him in respect of the Flat/Shop with simple interest at nine per cent per annum from the date the builder received the sum till the date the amounts and interest thereon is repaid that by mutual consent it is agreed that dispute whether the stipulation is repaid that by mutual consent it is agreed that 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 to the Flat/Shop purchaser/s that shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flat/Shop are situated. Also Builder has agreed that the After Getting Rera Certificate or Completion Certificate or on Full and Final Payment Receipt they are doing Sale Deed.

Provided that the builder shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed o account of-

1. Non-availability of steel, cement, other building material, water or electric supply;
2. War, civil commotion or act of God;
3. Any notice, order, rule, notification of the Government and/ or other public or competent authority.

- 10)The Flat Purchaser/s shall pay to the builder separately the amount a sum of **Rs. _____/- (Rupees _____ only)** for **Electric Meter & Connection Charges, Legal Charges, Share Money expenses for Society formation, etc.**
- 11)The Builder shall maintain a separate account in respect of sums received by the Flat/Shop Purchaser/s advance of deposit, sums received on account of share capital for the promotion of the Co-operative Society or a Company or towards the outgoing legal charges and shall utilize the amounts only for the purpose for which they have been received.
- 12)The Flat/Shop Purchaser/s along with other purchaser/s of Flat/Shop in the building shall join in forming and registering the society to be known as **“SHANTI HEIGHTS”** and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of this Society and for becoming a member, including the bye- laws of the proposed society and duly fill in, sign, and return to the **Promoter** within 8 days of the same being forwarded by the builder to register the organization of the Flat/Shop Purchaser/s under section 10 of the said Act within the time prescribed by rule 8 of the Maharashtra Ownership Flt (regulation of the promotion of construction, sale Management and transfer) Rules, 1964. No Objection shall be taken by the Flat/Shop Purchaser if any changes or modification are made in the draft bye-laws as may be required by the registrar of Co-operative Societies or any other competent Authority.
- 13)Commencing a week after notice in writing is given by the builder to the Flat/Shop Purchaser/s that the Flat/Shop is ready for use and occupation, the Flat/Shop Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor areas of the Flat/Shop) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government Water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of said land and the building/s. until the society is formed and the said land and Building/s transferred to it, the Flat/Shop purchaser/s shall pay the builder such proportionate share of outgoing as may be determined. The Flat/Shop Purchaser/s further agrees that till the Flat/Shop Purchaser/s share is so determined the Flat/Shop Purchaser/s shall pay to the builder provisional monthly contributions of Minimum Rs.500/- per month

towards the outgoing. The amounts so paid by the Flat/Shop Purchaser/s to the builder shall not carry any interest and remain with the builder until a conveyance is executed in favour of the society as aforesaid. Subject to the provisions of section 6 of other said Act, on such conveyance be executed, till the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the builder to the society as monthly contribution and such proportionate share of outgoing shall be paid regularly on the 5th day of each and every month in advance by the Flat/Shop Purchaser/s and shall not withhold the same for any reason whatsoever.

14) At the time of Registration the Flat/Shop purchaser/s shall pay to the builder the Flat/Shop purchaser/s share of stamp duty and registration charges payable, if any, by the said society on the conveyance or instrument of transfer in respect of the said land and the building to be executed in favour of the society.

15) The Flat/Shop Purchaser/s for himself/ themselves with intention to bind all persons into whatsoever hand the Flat/Shop premises may come doth hereby covenant with the Developers as follows:

- a) To maintain the Flat/Shop premises at the Flat/Shop Purchaser/s own cost in good tenable repair condition and from the date the possession of the Flat/Shop premises is taken and shall not do or suffer to be done anything in or to the building in which The Flat/Shop premises is situated, staircase or any passage which may be against the Rules, Regulation or Bye-laws of concerned local or any other authority or change or make addition in or to the building in which the Flat/Shop premises is situated and the Flat/Shop premise itself any part thereof Also Builder has agreed that the After Getting Rera Certificate or Completion Certificate or on Full and Final Payment Receipt they are doing Sale Deed.
- b) Not to store in the Flat/Shop premises any goods which are hazardous combustible or dangerous nature or as so heavy as to damage the construction or structure of the building in which the Flat/Shop premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to the building in which the Flat/Shop premises is situated or the Flat/Shop premises on account of negligence or default of the Flat/Shop purchaser/s shall be liable for the consequence of the breach.

- c) To carry out his cost all internal repairs to the said Flat/Shop premises and maintain the same in the same condition state and order in which it was delivered by the Developers to the Flat/Shop purchaser/s and shall not do or suffer to be one anything ill or to the building in which the Flat/Shop premises is situated on the Flat/Shop premises which may be against the rules and regulation and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/Shop purchase committing any act in contravention of the above provisions the Flat purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and or other public authority.
- d) Not to demolish or cause to be demolished the Flat/Shop premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or premises or any part thereof, not any alteration in the elevation or out said colour scheme of the building in which the Flat/Shop premises is situated and shall keep the portions, sewers, drains, pipes in the Flat/Shop premises and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect the part of the building in which the Flat/Shop premises is situated and shall not chisel or in any other manner damage the columns, beams walls, slabs or RCC part or other structural member in the Flat/Shop premises without the prior written permission of the Builder and/or the limited company.
- e) Not to do permit to be done any act or thing which may render void or avoidable any insurance of the said land the building in which the Flat/Shop premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage's or other refuse or permit the same to be thrown from the said Flat/Shop premises in the compound of any portion of the said land and the building in which the Flat/Shop premises is situated.
- g) Pay the builder within 7 days of demand by the builder his share of security deposit demanded by the concerned local authority or Government or giving water electricity or any other service connection to the building in which the Flat/Shop is situated.
- h) That the Flat/Shop Purchaser/s shall not let, sub – let, transfer, assign or part with Flat/Shop Purchaser/s interest or benefit factor of this agreement or part

with the passion of Flat/Shop/until all the dues payable by the Flat/Shop Purchaser/s had not been guilty or breach of or non-observance of any of the terms and conditions of this agreement and until and Flat/Shop purchase has intimated in writing the builder and obtain his written consent.

- i) The Flat/Shop Purchaser/s shall observe and perform all the rules and regulation which the Society or the limited company may adopt at its inspection in and additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance of the said building and the Flat/Shop therein and for the observance and the Flat/Shop therein and for the observance and performance of the building Rules, Regulation and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat/Shop purchaser/s shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other in accordance with the terms of this agreement.
 - j) Till the conveyance of all the Flat/Shop premises in the proposed building is executed the Flat/Shop purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
- 16) Nothing contained in the agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Shop premises or of the said plot and building or any part thereof. The Flat/Shop Purchaser/s shall have no claim save and except in respect of the Flat/Shop premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces, etc., will remain the property of the Developers until the said land and building is transferred as hereinabove mentioned.
- 17) Any delay tolerated or indulgence shown by the owners in enforcing the terms of this agreement or any forbearance or giving of time to the Flat/Shop Purchaser/s by the building shall not be construed as a waiver on the part of the Building of any breach or non-compliance of any of the term and conditions of this agreement by the Flat/Shop purchaser nor shall the same in any manner prejudice the rights of the owners.

- 18)The Flat/Shop purchasers and the building shall present this agreement as well as the conveyance at the proper registration office within the time limit prescribed by the registration act and the builder will attend such office and admit execution thereof.
- 19)If any of the tax is levied by the Government, semi Government Municipal Corporation or any other authority or authorities on the sale of the said premises etc. and/or any of the sale of the said premises etc., and/or any of the incidents of this transaction then the Flat/Shop purchaser shall be liable to pay the same to the developers as and when it is levied by the KDMC , Thane and Government authorities etc.
- 20)All notices to be served on the Flat/Shop Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat/Shop Purchaser/s by the registered post A.D under Certificate of positing at his/her address specified above.
- 21)This agreement shall always subject to the provisions of the Maharashtra Ownership of Flat/Shop Act (Mah. Act No. XV of 1963) and the rules made there under.
- 22)It is also understood and agrees by and between the parties hereto that the terrace space in front of or adjacent to terrace Flat/Shop in the said building, if any, shall belong exclusively to the respective purchaser/s of the terrace Flat/Shop. The terrace Flat/Shop shall not been closed the Flat/Shop Purchaser/s.
- 23)It is agreed by the Purchaser/s, that if the Government levy any Service Tax – Vat, for Purchasing of Flat/Shop/Office/basement then, it shall be paid by the purchasers along without any objection and Developer is not responsible or liable to pay or bear such payment.

SCHEDULE -1.

ALL THAT PIECE OR PARCEL OF PLOT OF NON AGRICULTURE LAND **City Survey NO. 2158, area 332 sq.mtrs., situated at Mouje –Ayre , Dombivli (East), PIN 421201**, Tal. Kalyan, Dist. Thane, within the limits of KDMC, Taluka and Sub-Registration Kalyan, Dist. Thane and bounded as follows:-

On or towards East :
On or towards West : **As per records of rights.**
On or towards South :
On or towards North :

SCHEDULE-II.

ALL THAT PIECE OR PARCEL OF Self contained **Flat No._____ on _____ Floor,**
admeasuring _____ sq.ft. Built up area (including common areas) **(i.e. _____**
sq. mtrs) in the building known as “**SHANTI HEIGHTS**” situated at : Mouje –Ayre ,
 Dombivali (East), PIN 421201 , **Tal. Kalyan, Dist. Thane,** the proposed building to be
 constructed on the plot of land bearing **City Survey NO. 2158, area 332 sq.mtrs.,**
situated at Mouje –Ayre , Dombivli (East), PIN 421201, Tal. Kalyan, Dist. Thane,
 within the limits of KDMC, Taluka and Sub-Registration Kalyan, Dist.Thane.

WITNESSWHEREOF THE PARTIES HERETO HAS HEREUNTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS TO THEREON THE DAY AND YEAR
SECOND HEREIN ABOVE MENTIONED:

SIGNED, SEALED AND DELIVERED

By the within named “Builder /Developers”

MR.EXPERT HOME CONSTRUCTION LLP THROUGH PARTNER
YUVRAJ KONDIBA KAMBLE

In the presence of

1) Mr._____

2) Mr._____

SIGNED, SEALED AND DELIVERED

By the within named “TRANSFEREE /PURCHASERS”

In the presence of

1) Mr._____

2) Mr._____

RECEIPT

I say Received a sum of Rs. _____/- (**Rupees _____ Only**) in respect of **Flat No._____ on _____ Floor, admeasuring _____ sq.ft. Built up** area (including common areas) (**i.e. _____ sq. mtrs**) in the building known as “**SHANTI HEIGHTS**” situated at : Mouje -Ayre , Dombivali (East), PIN 421201, **Tal. Kalyan, Dist. Thane, City Survey NO. 2158, area 332 sq.mtrs., situated at Mouje -Ayre , Dombivli (East), PIN 421201,** from _____

Witnesses

I say, received,

1.

2.

**MR.EXPERT HOME CONSTRUCTION LLP
THROUGH PARTNER YUVRAJ KONDIBA
KAMBLE**

