

Agreement for Sale

THIS AGREEMENT made at Panvel on this _____ day of _____ 2018.

BETWEEN

M/S. Skyline Infrastructure, a Partnership Firm, through its Partners, 1) Mr. Mayur Gangadhar shete, age 21 years 2) Mr. Vinayak Dagdu Patil, age 32 years 3) Mr. Ashwin Sunil Patil age 28 years having registered address: shop no. 4, Plot no 35, Sector 19, Dreamland Building, Kamothe, Navi Mumbai hereinafter called and referred to as the "**Developers**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their his or her assigns) **of the FIRST PART;**

AND

1)MR.,(Pan No.)
ageyears, 2)MR.....,(Pan No.
.....)age.....years,
r/o.....

hereinafter collectively referred to as **"THE PURCHASER"** (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **OF THE OTHER PART;**

WHEREAS:—

- (a) The corporation is the new town Development authority designated as the site for the new towns of Navi Mumbai ,as declared by government of Maharashtra (hereinafter referred to as the "state Government ")in exercise of its powers under subsection (1)a And (3A) of the Maharashtra Regional and Town planning Act 1966 (Maharashtra Act No xxxvll of 1966) (hereinafter referred to as the 'MRTP Act, 1966)
- (b) The state Government, as per section 113(A) Of the MRTP act 1966 acquired lands described therein and vested such lands in the corporation for development and disposal.
- (c) The corporation, as a part of the development of Navi Mumbai international Airpot namely "Navi Mumbai international Airport " with the approval of the state and central Government. (hereinafter referred to as the " project which includes development of land for the purposes allied thereto).
- (d) Except for land (s) , required for the project , were notified for acquisition before 01.01.2014 under the erstwhile land Acquisition Act 1894 (hereinafter referred to as the 'LA ACT , 1894 ") by the state Government.

- (e) The Right to fair compensation and Transparency in land Acquisition **Rehabilitation and Resettlement Act** 2013 (hereinafter referred to as the "LARR ACT , 2013 ") came into force w.e.f 01.01. 2014. Replacing the LA act 1894, Although the land for the project was notified under the LA 1894. Awards under section section 11 of the LA Act , 1894 have not been declared for certain lands as on 01.01.2014. Therefore, as per S. 24 of the LARR Act , 2013, the determination of compensation for such lands shall be in conformity with the LARR Act , 2013 , the determination of compensation for such lands shall be in conformity with the LARR Act ,2013.
- (f) Pursuant to section 108 (1) and 108 (2) of the LARR Act ,2013, the state Government vide Govt . Resolution urban development Dept .no. CID 1812/CR-274/UD-10 dtd.1st march 2014 (hereinafterreferred to as the "G.R. dated 01.03.2014) has ,in lieu of monetary compensation.provided for higher and better compensation in the form of developed Plots to the land owners, whose lands are to be acquired for the project. Accordingly , the corporation is obliged to allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of monetary compensation .
- (g) There are some structures erected on the land already acquired and in possession of the corporation . These structures are also required to be shifted due to the project. The state Govt .vide Govt. resolution of urban Development Dept. no CID-1812/CR-274/UD-10 dtd. 28th May 2014 (hereinafter referred to as the "G.R. dated 28.05.2014 ") has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a special case . In accordance with the Govt .resolution revenue and forest Dept. no. RPA-2014/CR-52/R-3 dt. 25thjune 2014 (hereinafter referred to as the " G.R. dated 25.06.2014), the district Rehabilitation officer has been authorized to determine the

eligibility of the structure owners , whose structures are situated on the land possessed by the corporation and required to be shifted as stated hereinabove, with the approval of the collector Raigad. As per G.R dated 25.06.2014, the plots are to be allotted by the corporation as per the applicable provisions of G.R dated 01.03.2014 G.R dated 28.05.2014 and as per circular issued by the corporation bearing no. " CIDCO/Vya.sa./Aa.Vi.Ta./2014 " dated .19.09.2014 and as determined by the district Rehabilitation officer Raigad, with the approval of the collector raigad , or as per the award declared by the deputy collector (Land Acquisition), as the case may be.

- (h) That 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte structure owners is having un – authorised structure on the land possessed by the corporation at Village Vaghivali vada Tal Panvel which is required to be shifted due to Deveolpment of the poroject . The Collector Raigad vide his Order No. NIL Dated 31/05/2017 determined eligible to 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte for the grant of a Plot of. 600 sq. mtr. For **Resettlement** and other benefit as per Govt. Ressionation dated 28th May 2014 hereinabove metioned the relevant detail of the structure of the Owner mentioned in the order of the Collector Raigad, eligibility determined etc is re produced as under
- (i) That by a Agreement to Lase dated 17/05/2018 executed between The Corporation as one part and 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte, of the other part the said Plot was allotted by the Corporation to the said 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte, the possession was handed over to 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte, on term and conditions contained in the said agreement
- (j) That by an Development Agreement dated 27/07/2018 executed between the 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte, and **M/S. Skyline Infrastructure,**

a Partnership Firm, through its Partners on the term and conditions contained in the said Development Agreement is registered with sub – registrar Panvel-1 on the same day at serial No. 7032/2018

- (k) That Parties to the Development Agreement agreed, that upon completion of the Development of building the Original Licensee - 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte, shall get 50% of the building and the developed area and the Developer shall keep 50% of the building and Developed area and each party shall have right to sell individually their respective shares in the Building without any interference of each other.
- (l) That all the term and conditions of the agreement to lease are applicable and binding on **M/S. Skyline Infrastructure**, a Partnership Firm and that by Power of Attorney dated 27/07/2018 executed between the 1)Shri Bharat Krishna Surte, 2)Shri Yogesh Ramdas Surte, and **M/S. Skyline Infrastructure**, a Partnership Firm, through its Partners on the term and conditions contained in the said Power of Attorney is registered with sub–registrar Panvel-1 on the same day at serial No. 7733/2018 That by letter dt. 07/08/2018 of the corporation issue Commencement Certificate in favour of Shri. Bharat Krishna Surte And Shri. Yogesh Ramdas Surte
- (m) That the Developers have appointed **ACKRUTI Architects & Interior Designers** as their Architect and **Prapti Associates** Consultants as RCC Consultant for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s;
- (n) That the developers have appointed MR. Pravin Vasant Thakur, Advocate, Shop No. 02, Shree Swami Samarth CHS, Old Post Office Road, Old-Panvel, 410 206 Raigad as

their advocate to look after all legal matter including search and title report for this project.

- (o) That the Developers propose to construct the residential building (s) as per the plans sanctioned and the development permission granted by the Corporation including such additions, modifications, revisions, and alterations, therein if any, from time to time as may be approved by the Planning Authorities;
- (p) That the Developers expressed their intention to dispose off their share of the Flats/Shops/Other Units in the proposed new building to be known as "**V Swasthik**" on OWNERSHIP BASIS to the prospective buyers.
- (q) That the developer intended to construct Residential building / Apartment over the said plot and have applied for permission to the Additional Town Planning Officer, Navi-Mumbai, and by letter dated 01/06/2018 bearing reference no. CIDCO/BP-15888/TPO (NM & K) 2018/2989, the Additional Town Planning Officer, Navi-Mumbai has granted development permission and commencement certificate for construction of building under the section 45 of the Maharashtra Regional Town Planning Act, 1966. A copy of the same is annexed here with.
- (r) That on demand of the flat/shops/ units purchaser, the Developer has given inspection to the purchaser of all the documents of title relating to the said plot, certificate of Title issued by the Advocate of the Developer, the building permission and the approved building plan.
- (s) That the Purchaser/s has/have satisfied himself/ herself/ themselves regarding the Developer marketable title of the said premises and the said purchaser/s being interested in purchasing a flat/ shop/ terrace to be constructed on the said property approached the Developer and after having satisfied gone through the conditions of eligibility laid down by Town Planning Authority and any other appropriate authority and on perusals of the plans and specifications the purchaser/s has/have approved and booked a flat

no. on the floor admeasuring about square meters area along with _____ square meters adjoining terrace area or there about in building " **V Swasthik** " which is more particularly described in SCHEDULE II for lump sum total consideration of **Rs...../- (Rupees only.)**

- (t) That while sanctioning the said plans, in respect of construction on the said plot, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said plot and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.
- (u) The Developers are entering into similar separate agreements with the several other persons and parties for the sale of flats/shops/car parking spaces etc. in the said buildings.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Developers shall construct the said building called " **V Swasthik** " on the said plot more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority. However, the Developers shall have to obtain prior consent in writing of the purchaser in respect of such variations or modifications which may adversely affect the flat of the

Purchaser agreed to be sold hereunder. The Developers subject to the aforesaid right of the Purchaser have the right to amend and/or modify the said plans for smooth and better development of the said plot without any reference to the Purchaser.

2. The Purchaser agrees to purchase from the Developers and the Developers agree to sell to the Purchaser Flat No. on floor admeasuring about square meters area along with _____ square meters adjoining terrace as shown in the Floor Plan thereof hereto annexed and marked Annexure ____ in the " **V Swasthik** " Building along with terrace are hereinafter collectively referred to as "**the said premises**" for the price of **Rs./-** including the proportionate price of the common areas and facilities appurtenant to the said premises The said price is fixed on lump sum basis has no bearing what so ever on the said actual area of the said flat. The said premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written. The Purchaser has paid to the Developers a sum of **Rs./- (Rupees only)** being part payment towards the sale price (the payment and receipt whereof the Developers hereby admit and acknowledge) and shall pay to the developers balance amount of purchase price of **Rs...../- (Rupees only)** in the manner provided in Third Schedule to this agreement.
3. It is agreed by and between the parties that the time is the essence of the contract and if the purchaser/s fails to pay two consecutive installments, the Developer are at the liberty to unilaterally terminate this Agreement and in such event the Developer shall refund to the purchaser/s the amount of installment paid by him to the Developer without interest less 10% which shall be retained by the Developer as administrative and cancellation charges. That from the amount of refund the developer shall first deduct 10% charges as mentioned hereinabove and pay amount of loan received by them from any financial institution on behalf of the purchaser and balance

amount if any shall be refunded to the purchaser. However, the Developers shall not be liable to pay any interest on the amount so refunded. Further, the Developers shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges etc. Upon the termination of this agreement, under this clause, the Developers shall be at liberty to sell the said flat to any other person of their choice and at such price as the Developers may deem fit and the purchaser shall not object to the same any loss is occasioned in said transaction that shall be made good by the purchaser to the developer.

4. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which 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 Flat to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.
5. The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those that are set out in the **Fourth Schedule** hereunder written.
6. The Developer will give possession of the said flat to the Purchaser AS pe Rera The Purchaser hereby agrees that if the possession is delayed due to:—

- (a) reasons beyond the control of the Developers as provided under Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date/s or
- (b) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property or

- (c) any notice, order, rules, notification of the Government and/or other public or competent authority; or
 - (d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (e) delay in grant of any NOC/permission/licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or
 - (f) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Developers to terminate this agreement under clause 4 mentioned hereinabove), in that event the period of possession will automatically stand extended.
7. If the Developers fail or neglect to give possession of the said premises to the Purchaser by the prescribed date as aforesaid on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, then the Developers' shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with simple interest at nine percent per annum from the date the Developers received the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser, he shall, subject to prior encumbrances, if any, have charge on the said plot as well as the construction or building thereon.
8. The Purchaser shall take possession of the premises upon the said premises being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this agreement within 8 days of the Developers giving written notice to the Purchaser intimating that the said premises is ready for use and occupation.

9. If within a period of One years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Developers any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Developers reasonable compensation for such defect or change.
10. The Purchaser shall use the premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and not for any other purpose.
11. The Purchaser along with other purchasers of premises in the building shall join in forming and registering an Association of Apartment Owners or a society or a limited company (sole option being with the Developers herein) as may be decided by the Developers to be known by such name as the Developers may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Developers within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the organization of the Purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules, 1964 No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye-laws or the Memorandum

and/or Articles 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.

12. After completion of the said building on the said plot and after the Developers have received the purchase price of all the premises and all other amounts payable by the purchaser thereof under the respective agreements, the Developers shall unless it is otherwise agreed to by and between the parties hereto, within 4 months of the registration of the Association/Society or limited company as aforesaid cause to be transferred to the Association/Society or a limited company all the rights, title and interest of the Developers in the said plot together with the building thereon by obtaining/or executing the necessary Deed of Conveyance or Deed of Assignment of lease of the said plot (or to the extent as may be permitted by the authorities) in favour of the said society or limited company as the case may be and such Deed of Conveyance or Deed of Assignment of lease shall be in accordance with the terms and provisions of the present agreement.
13. The Purchaser further agrees and accepts that from the date of the said premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (*i.e.* in the proportion to the floor area of the accommodation) of all outgoings in respect of the said plot and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.
14. Commencing a week after notice in writing is given by the Developers to the Purchaser that the premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned 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 the said land and building/s. Until the Society or Limited Company or Association of persons is formed and the said land and building/s transferred to it, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined.

15. The Purchaser further agrees that till the Flat Purchaser's share is so determined the Purchaser shall pay to the Developers provisional monthly contributions of as shall payable per month towards the said outgoings. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be. Unless the Purchaser has deposited with the Developers amount as applicable by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Developers shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills for the purchaser's premises. The Purchaser shall be liable to pay electricity bill of individual meters separately. It is understood that the Developers shall themselves look after the maintenance of the said plot and building/s thereof initially for six months from the date of completion of the building/s and apply the said deposit towards expenses on this account. If it is found by the Developers that the said deposit is not adequate or it is likely to be finished very soon, the Developers shall have the right to

demand the payment of additional deposit from the purchaser, and the purchaser hereby agrees to meet such requisition immediately without protest. However, as soon as possible the Developers shall form an ad hoc Committee of the Purchasers to which the account of expenses so incurred in this deed shall be handed over, together with surplus, if any. The said ad hoc committee thereafter shall be responsible for looking after the said property and operate the bank account till the formation of a registered co-operative society/Association of Apartment owners or the limited company, as the case may be. Thereafter, it is for the selected body of managing committee of the society or the Association of the Apartment or the limited company to decide about the quantum of monthly contributions towards maintenance charges etc.

16. The Purchaser shall pay amounts required for society registration, share capital, Conveyance, legal expenses etc to the developer.
17. The Purchaser himself with intention to bind himself and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with Developers as follows:—
 - (a) To maintain the said premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.
 - (b) Not to store in the said premises any goods which are

of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

- (c) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (d) Not to demolish or cause to be demolished the said 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 premises or any part thereof nor any alteration in the elevation, and outside colour scheme of

building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the premises without prior written permission of the Developers and/or society or the limited company or the local authority as the case may be.

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said plot and the building in which the said premises are situate.
- (f) Pay to the Developers within 7 days of demand by the Developers, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said premises are situate.
- (g) To bear and pay increase in local 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 Authorities on account of change of user of the said premises by the Purchaser or otherwise.
- (h) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific

permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers and not otherwise.

- (i) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the flat agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the DEVELOPERS and cause nuisance to neighbouring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said flat whether directly or indirectly through his/her/their agent or tenant, the DEVELOPERS shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the flat.
- (j) Till the deed of conveyance or deed of assignment of the said plot alongwith building in which the said premises are situated is executed, the Purchaser shall permit the Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.
- (k) The Purchaser shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and

regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the particular premises. The remaining portion of plot, property, other unsold flats/car parking spaces, common areas, etc. shall be the property of the Developers until the whole of the said plot and or any part thereof with building constructed thereon is transferred to the Co-operative society/limited company as mentioned herein.
19. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver or acquiescence on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Developers.
20. The Purchaser and/or the Developers shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.
21. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent

to the Purchaser by the pre-paid post under certificate at his/her/their addresses specified against their names above.

22. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and service, VAT tax (if applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.
23. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement without raising any objection whatsoever nature for the same.
24. The Developers shall take Exaction or 90 Percentage Fund From Any Bank or Financial Institution On the said flat and the purchaser shall not take any object to the same
25. All letters, receipts and/or notice issued by the Developer and dispatched under certificate of posting to the address known to them, to the purchaser/s shall fully and effectually and discharge the Developer and the same shall be deemed to have been duly served on the purchaser/s.
26. This agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made there under.

THE SCHEDULE I

SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land known as Plot No. 140, in
Sector No. R-5, Karanjade, (Pushpak), Tal. Panvel, Dist. Raigad

admeasuring 600.00 square meters or thereabout and bounded
that is to say:

North :
South :
East :
West :

(herein before referred to as the Said "PLOT")

SCHEDULE–II

Description of flat

Flat No., on the floor admeasuring about
square meters area along with _____ square meter adjoining
terrace in the building to be Known as “ **V Swasthik** ” and
constructed on the property described in the first schedule above
Building consists of ground Floor+ 4 floors

SCHEDULE III

G + 4 Story Building

Payment Schedule Residential Premises

SR.NO.	PAYMENT STAGE	PAYMENT DUE	Amount in Rs
1	At the time of Booking	10%	
2	At the time of execution of Agreement	20%	
3	At the time of Completion of Plinth	20%	

4	Commencement of 1 st Slab	10%	
5	Commencement of 2 nd Slab	10%	
6	Commencement of 3 th Slab	10%	
7	Commencement of 4 th Slab	5%	
8	Commencement of 5 th Slab	5%	
9	Commencement of Brick Work	3%	
10	Commencement of Flooring	2%	
11	On Possession	5%	
	Total	100%	

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT
THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND
YEAR FIRST HEREIN ABOVE MENTIONED.**

Signed and delivered by the }
Within named Purchaser (Developers) }
M/S. Skyline Infrastructure }

Partnership Firm, through its Parners, }

1) Mr. Mayur Gangadhar shete }

2) Mr. Vinayak Dagdu Patil , }

SIGNED AND DELIVERED)
BY THE WITHINNAMED PURCHASER)

1. _____)
PAN No. _____)

2. _____)
PAN No. _____)

in the presence of :

1) _____

2) _____

R E C E I P T

RECEIVED a sum of Rs. _____/- (Rupees

only) from the Purchaser by cheque/DD/Pay order No.
_____, DT. _____, drawn on
_____ Bank,
_____ Branch being part/full payment of consideration
towards the sale of flat/shop No. _____ on _____ floor
_____ wing described in second schedule.

WITNESS :

WE SAY RECEIVED

1) _____

Revenue
stamp to
be affixed

2) _____

Developer

