

## AGREEMENT FOR SALE

Flat/Shop No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, admeasuring area \_\_\_\_\_ Sq. Mtrs.  
 Carpet + \_\_\_\_\_ Sq. Mtrs. encl. balconies, in the building known as "THE  
**ORBIS", Building Consisting Ground + 7 Upper Floors,**  
 Gat No. /Hissa No. 37/3, Gat No./Hissa No. 31/2B, Gat No. /Hissa No.  
 37/2K, Manje Chavane, Tal-Panvel, Dist. Raigad.  
 (Project RERA registration number – \_\_\_\_\_)

THIS AGREEMENT made and entered into at \_\_\_\_\_ on this \_\_\_\_\_  
 day of \_\_\_\_\_, 2019.

### BETWEEN

**M/s. SHIKHAR ENTERPRISES** through its Partner **MR.** \_\_\_\_\_  
 \_\_\_\_\_, having address at **Flat No.**  
**604, Kusum Anant Co-op. Hsg. Ltd., Plot No. 12, Final Plot No. 206/24,**  
**MCCH Society, Old Panvel-410 206., Dist. Raigad.,** hereinafter called as  
**"THE DEVELOPERS/BUILDERS"** (which expression shall unless it be  
 repugnant to the context or meaning thereof be deemed to mean and include its  
 partner/s for the time being of the said Firm and their respective survivors/s of  
 them and the heirs, executors and administrators of such last survivor, partner  
 and their or his or her assigns) of the **ONE PART.**

## AND

MR. \_\_\_\_\_, age \_\_\_\_ years, (PAN No. \_\_\_\_\_), (AADHAR CARD NO. \_\_\_\_\_) adult, Indian Inhabitants, residing at \_\_\_\_\_, hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of OTHER PART

WHEREAS :

A. The Original owner Mr. Sunil Dukhya Sonawale has sold his share in joint property Gat No. /Hissa No. 37/3, admeasuring area about 0 Hectar 18 R 30 Prati, out of which 50% share i.e. 0 Hectar 09 R 5 Prati, (Total Admeasuring area 950 Sq. Mtrs.), Mauje- Chavane, Tal- Panvel, Dist. Raigad., to 1) Mr. Jayantilal R. Masuriya, 2) Mr. Mahendra C. Jain, 3) Mr. Anil Kanji Nor, 4) Mr. Naresh R. Jain & 5) Mr. Manoj Radheshyam Nishkalank by entering into an Sale Deed (Khardikhat) on dt. 01.07.2016, which is duly registered in the office of Sub Registrar Panvel-3, vide its Sr. No. PVL3-4191-2016, Receipt No. 5993, dt. 01.07.2016,

The owner 1) Mr. Sunil Dukhya Sonavale, has sold his share in joint property Gat No. /Hissa No. 37/3, admeasuring area about 0 Hectar 19 R 0 Prati, out of which 50% share i.e. 0 Hectar 9 R 5 Prati, (Total Admeasuring area 950 Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad., to M/s. Shikhar Enterprises through its Partners 1) Mr. Mahendra C. Jain, & 2) Mr. Madanlal Ratanlal Chaplot by entering into an Sale Deed (Khardikhat) on dt. 14.02.2017, which is duly registered in the office of Joint Sub Registrar Panvel-1, vide its Sr. No. PVL1-985-2017, Receipt No. 1338, dt. 14.02.2017.

(hereinafter referred to as "The Said Land No. 1").

- B. Thereafter the above said document of Land No. 1 submitted to Talathi Office- Chavane, to register Mutation, accordingly by verifying all documents Talathi officer recorded Mutation Entry No. 1056 on that basis 7/12 Extract has been recorded the name of Developers/ Builders.
- C. The Original owner **Mr. Krupa Anil Patil & Mr. Ramdas Kisan Mharanyar** has sold his share in joint property Gat No./Hissa No. 31/2B, admeasuring area about 0 Hectar 38 R 30 Prati out of which 50 % share i.e. 19 R 15 Prati, (Total Admeasuring area 1915 Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad., to 1) Mr. Jayantilal R. Masuriya, 2) Mr. Mahendra C. Jain, 3) Mr. Anil Kanji Nor 4) Mr. Naresh R. jain, 5) Mr. Manoj Radheshyam Nishkalank by entering into an Sale Deed (Khardikhat) on dt. 01.07.2016, which is duly registered in the office of Sub Registrar Panvel-3, vide its Sr. No. PVL3-4192-2016, Receipt No. 5994, dt. 01.07.2016.

The owner **Mr. Sunil Dukhiya Sonavale** has sold his share in joint property Gat No. /Hissa No. 31/2B, admeasuring area about 0 Hectar 32 R 30 Prati, out of which 50% share i.e. 0 Hectar 19 R 15 Prati, (Total Admeasuring area 1915 Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad., to M/s. Shikhar Enterprises through its Partners 1) Mr. Mahendra C. Jain, & 2) Mr. Madanlal Ratanlal Chaplot by entering into an Sale Deed (Khardikhat) on dt. 14.02.2017, which is duly registered in the office of Joint Sub Registrar Panvel-4, vide its Sr. No. PVL1-983-2017, Receipt No.1336, dt. 14.02.2017.

(hereinafter referred to as "The Said Land No. 2").

- D. Thereafter the above said document of Land No. 2 submitted to Talathi Office- Chavane, to register Mutation Entry, accordingly by verifying all documents Talathi officer recorded Mutation Entry No. 1062 on that basis 7/12 Extract has been recorded the name of Developers/ Builders.

- F. The Original owner 1) Mr. Vasant Vithya Sonavale, 2) Mr. Santosh Sukrya Urf Sukhdev Sonavale, 3) Mr. Anand Sukrya Urf Sukhdev Sonavale, 4) Smt. Sunita Sukrya Urf Sukhdev Sonavale, 5) Smt. Pooja Pradip Kadam, & 6) Mr. Nivesh Bhaurao Mohite has sold the said joint property Gat No. /Hissa No. 37/2K, admeasuring area about **Hector 0 R 47 R 0 Prati 0**, (Total Admeasuring area 4700 Sq. Mtrs.), **Mauje Chavane, Tal-Panvel, Dist. Raigad.**, to 1) Mr. Sunil Dukhlya Sonavale, 2) Mr. Jayantilal R. Masuriya, 3) Mr. Mahendra C. Jain, 4) Mr. Anil Kanji Nor 5) Mr. Naresh R. Jain & 6) Mr. Manoj Radheshyam Nishkalank by entering into an Agreement for Sale (Sathekhat) on dt. 29.09.2016, which is duly registered in the office of Joint Sub Registrar Panvel-1, vide its Sr. No. PVL1-6597-2016, Receipt No. 10295, dt.29.09.2016, Thereafter both the parties entered in Sale Deed (Kharedikhat) on dt. 09.03.2017, which is duly registered in the office of Joint Sub Registrar Panvel-4, vide its Sr. No. PVL4-2443-2017, Receipt No. 3427, dt. 18.03.2017.

Thereafter the above said Mr. Sunil Dukhlya Sonavale, has owner of the 50% Shares of the above said Gat No. /Hissa No. 37/2K, admeasuring area about **0 Hector 47 R 0 Prati**, out of which 50% share i.e. **0 Hector 23 R 5 Prati**, (Total Admeasuring area 2350 Sq. Mtrs.), **Mauje Chavane, Tal-Panvel, Dist. Raigad.**, hence he again sold his shares to M/s. Shikhar Enterprises through its Partners 1) Mr. Mahendra C. Jain & 2) Mr. Madanlal Ratanlal Chaplot & Confirming party i.e. 1) Mr. Naresh R. Jain, 2) Mr. Manoj Radheshyam Nishkalank 3) Mr. Mahendra C. Jain, 4) Mr. Jayantilal R. Masuriya, 5) Mr. Anil Kanji Nor, has given their consent by entering into an Sale Deed (Khardikhat) on dt. 14.08.2017, which is duly registered in the office of Joint Sub Registrar Panvel-4, vide its Sr. No. PVL4-14056-2017, Receipt No. 19134, dt. 08.12.2017, (hereinafter referred to as "The Said Land No. 3).

- F. Thereafter the above said document of Land No. 3 submitted to Talathi Office- Chavane, to register Mutation Entry, accordingly by verifying all documents Talathi officer recorded Mutation Entry No. 1069 on that basis 7/12 Extract has been recorded the name of Developers/ Builders.
- G. The said Builders/Developers has become lawful owner of Land No. 1 to 3 and submitted application to the Tahsildar for Non Agricultural (N.A.) of the said lands and also required permission for construction. Accordingly Tahsildar of Panvel submitted their letter पत्र क. क. मशा/ जमीनवाव-१/कात-१/वांधकाम परवानगी/के.नं.६२/२०१७ dt. 13.03.2018 to the Collector of District Raigad, at Alibaug and the said Nagar Rachana & Mulya Nirdharan Vibhag Raigad, Alibaug (TPA) submitted their letter जा. क. ससनर.राअ/वि.शे./ वाप/मौजे चावणे/ता.पनवेल/सं.न. ३१/२ व व इतर /१६८ dt. 22.01.2019 to the Collector of District Raigad, at Alibaug. Accordingly by considering the letters from Tahsildar of Panvel & Nagar Rachana & Mulya Nirdharan Vibhag Raigad, at Alibaug (TPA) the Collector of District Raigad, at Alibaug allowed the present Developer to construct the Residential plus commercial permission including converted the said lands into N.A. (Non Agricultural) & put some terms and conditions and which are detailed mentioned in their letter vide its No. क.मशा/एल.एन.ए.१(ब)/एस. आर.१०१/ २०१७, दि. १७.०५.२०१९.
- H. The said lands are required to be developed and constructed thereon as per the plans, specifications approved by the Collector of District Raigad.
- I. As per the Plans approved by the Collector of District Raigad the Builders commenced constructing building's thereon as per the Plans and Specifications approved, elevation sections and the development permission granted by the Collector including such addition, modification, revisions, alterations therein if any, from time to time as may be approved by the Collector.

- J. The Builders have agreed to dispose of the Flat/s/Shop/s in the proposed new building as on ownership basis to the prospective PURCHASER/S.
- K. The Building constructed on the said lands will be known as "THE ORBIS".
- L. The Flat/s/Shop/s Purchaser/s has approached to the Builders for allotment of a Flat/s/Shop/s.
- M. The Architect issued letter on which the area has been described as per RERA which carpet area has been taken in the Agreement consider as per New Act.
- N. Relying upon the said applications, declarations and agreement, the Builders agreed to sell the Flat/s/Shop/s to the Purchaser/s at the price and on the terms and conditions hereinafter appearing.
- O. After the inspection of all documents relating to land No. 1 & 3 including 7/12 Extract and mutation entries mentioned therein & other document. After satisfaction the Purchaser/s have requested the Builders to allot a Flat/Shop bearing **Flat No.** \_\_\_\_\_, on the \_\_\_\_\_- **Floor**, \_\_\_\_\_ **Wing**, Survey No. /Hissa No. \_\_\_\_\_, Mauje Chavane, Tal- Panvel, Dist. Raigad., admeasuring area about \_\_\_\_\_ **Sq. Mtrs. + Balcony (Carpet area as per RERA)** on ownership basis as agreed to by and between them.

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

- 1. This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules

framed there under, under the provisions contained in the Real Estate (Regulation and Development) Act 2016, the Developer/Builder and all references herein shall be read and constructed accordingly. The said Real Estate (Regulation and Development) Act, 2016 (RERA) shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. The Developer/Builder shall construct the said building consisting of Ground + Seven upper floors, on the land in accordance with the plans, design, specifications which have been approved by the concerned authority and seen and approved by Flat/s/Shop/s PURCHASER/S with such variations and modifications as the Developer/Builder may consider necessary or as maybe required by the concerned local authority / the Government to be made in them or any of them. The PURCHASER/S hereby agrees to such variations & modifications.
3. The PURCHASER/S has/have prior to the execution of this Agreement satisfied themselves about the title of Developer/Builder to the said lands and no requisition or objection shall be raised upon The Developer/Builder in any matter relating thereto.
4. The PURCHASER hereby agrees to purchase the said **Flat/s/Shop/s No.** \_\_\_\_\_, on the \_\_\_\_\_ - Floor, \_\_\_\_\_ Wing, Survey No. /Hissa No. \_\_\_\_\_, Manje Chavane, Tal-Panvel, Dist. Raigad., admeasuring area about \_\_\_\_\_ Sq. Mtrs. + Balcony (Carpet area as per **RERA**) for the lump sum price of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) and subject to the terms and conditions hereinafter contained.
5. The fixture, fittings and amenities to be provided by the BUILDER in the said Flat/s/Shop/s are those mentioned in the brochure and the PURCHASER/S has/have satisfied themselves about the same.

6. It is clarified that the Carpet area is the area of the unfinished dimensions of area of thickness of walls, national balcony area, the doors jambs area, the cupboard area, flower bed area, loft area, recessed area below the window sills, terrace area, which are exclusively attached to the Flat/s/Shop/s and also as proportionate area of Stair case, common passage, top terrace, lift machines room area, pump rooms, area open to the sky appurtenant to the Building and other common areas are exclusive to the carpet area. The PURCHASER/S has/have verified and accepted that Super Covered Area is inclusive of Carpet area plus proportionate share in common passage, Top Terrace, lift machine rooms, staircase, walls, lift-walls, area open to the sky, appurtenant to the Building and other common areas in the Flat/s/Shop/s. And the PURCHASER/S is/are fully satisfied to the Said Super Covered Area and hereafter shall not raise any objections with regard to the same.
7. AND WHEREAS the PURCHASER/S has/have agreed to pay price/ Consideration being **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in respect of the said Flat/s/Shop/s as follows:-
- A. The PURCHASER hereby paid to the Builder a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).**
- B. And the balance consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid as per payment schedule.

**PAYMENT SCHEDULE**

| Sr. No | Stage                                                       | % Due        |
|--------|-------------------------------------------------------------|--------------|
| 1      | On Booking                                                  | 10 %         |
| 2      | Within 15 days from Part Payment Agreement                  | 20 %         |
| 3      | On completion of plinth                                     | 15 %         |
| 4      | On completion of 1 <sup>st</sup> RCC Slab                   | 6 %          |
| 5      | On completion of 2 <sup>nd</sup> RCC Slab                   | 6 %          |
| 6      | On completion of 3 <sup>rd</sup> & 4 <sup>th</sup> RCC Slab | 6 %          |
| 7      | On completion of 5 <sup>th</sup> & 6 <sup>th</sup> RCC Slab | 6 %          |
| 8      | On completion of 7 <sup>th</sup> & 8 <sup>th</sup> RCC Slab | 6 %          |
| 9      | On completion of Brick Work                                 | 5 %          |
| 10     | On completion of Plastering work                            | 5 %          |
| 11     | On completion of plumbing & tiling work                     | 5 %          |
| 12     | On completion of painting work                              | 5 %          |
| 13     | On possession                                               | 5 %          |
|        | <b>TOTAL</b>                                                | <b>100 %</b> |

8. It is expressly agreed by and between the Parties hereto that in respect of the above payments, **time of payment according to the Schedule of payment is the essence of the contract.** Without prejudice to the BUILDER's other rights under the agreement, the Purchaser/s shall be liable, at the option of the Developer/Builder, to pay to the Developer/Builder interest at the rate of 18% per annum on all amounts due and payable by the PURCHASER/S under this agreement if any such amount remains unpaid for 7 days or more after becoming due. **AND on conditions herein contained, the Developer/Builder shall be entitled at its own option to terminate/cancel this Agreement.**
9. It is expressly agreed by and between the Parties hereto that after registration of the part payment agreement/Agreement
10. If the PURCHASER/S committing default in payment of each of the installments specified in the Payment as annexed hereto on his respective due dates (time being essence of the contract) due and payable by the PURCHASER/S to the Developer/Builder under this Agreement (including his proportionate share of taxes levied or to be levied by the concerned authorities) and on the PURCHASER/S committing breach of any of the terms and conditions herein contained,

the Developer/Builder shall be entitled on its own option to terminate / cancel this Agreement in default of payment as per schedule mentioned above automatically. The Developer/Builder shall, however on such termination/Cancellation refund to the PURCHASER/S the balance amount without any interest, if any, after deducting the delayed payment charges & if any losses from the amounts which may till then have been paid by the PURCHASER/S to the Developer/Builder within a period of three months from the date of such termination / cancellation and on termination thereof the Developer/Builder shall be at liberty to dispose off and sell the said premises to such person or persons at such price as the Developer/ Builder may in its absolute discretion think fit and the PURCHASER/S shall not be entitled to question such sale or to claim any amount whatsoever from the Developer/Builder.

10. In any event the PURCHASER/S desires to cancel booking /allotment of the Flat/s/Shop/s made in favour of the PURCHASER/S, the Developer/Builder shall not be bound to cancel the booking / allotment of the Flat/s/Shop/s.
11. **The Purchase price mentioned is exclusive of stamp duty, registration, GST and other legal charges payable to the regulatory authorities at the time of registration of this Agreement.**
12. THE Developer/Builder shall endeavor to hand over possession of the Flat/s/Shop/s to the PURCHASER/S on or before **31<sup>st</sup> December 2023** provided that the Developer/Builder shall be entitled to reasonable extension of time for giving delivery of said Flat/s/Shop/s, if the completion of the building in which the said Flat/s/Shop/s is/are to be situated is delayed on account of ....
  - i) Non-availability or steep rise in price of steel, cement and other building material, water or electricity supply.

- ii) War, Civil Commotion, strike, labour dispute or act of God and / or any other natural calamity and other cause beyond the control of the Developer/Builder.
  - iii) Any notice, order, rule notification of the government and / or other public or Competent Authority.
  - iv) Non payment of the amounts by the PURCHASER/S on due dates and as per the Schedule of Payment.
13. If for reason beyond the control of the Developer/Builder, as mentioned in clause no. 12 the Developer/Builder is unable to give possession by the said date, then it is agreed by and between the parties hereto that the said date shall be deemed to have been automatically deemed to have been automatically extended by the period during which the deemed to have been automatically extended by the period during which the PURCHASER/S to take possession on a specified date of possession and possession shall be delivered by the developers / builder provided all the amount under this agreement otherwise at law are paid by the PURCHASER/S to The Developers/Builders and all necessary papers for possession as also various form, applications, letter, paper, writings or documents required for the formation of the society or to be given to various authorities are duly filed in, signed, executed and delivered by the PURCHASER/S.
14. THE Developer/Builder shall not be liable for any loss, damage, injury or Delay due to Maharashtra State Electricity Dist. Co. Ltd., causing delay in sanctioning and supplying electricity or due to local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using /occupying the Flat/s/Shop/s.
15. The Flat/s/Shop/s PURCHASER/S shall use the Flat/s/Shop/s or any part there in for or permit the same to be used only for the purpose of residence/commercial. The PURCHASER/S shall use the stilt or parking

space if allotted by the BUILDER, only for purpose of keeping or parking the PURCHASER'S own vehicle. It will charge extra amount (which doesn't including in total consideration of the said Agreement). The PURCHASER/S agrees not to change use of the Flat/s/Shop/s or premises without prior consent in writing of the Developer/Builder. Any unauthorized change of use by the PURCHASER/S shall render this agreement void and the PURCHASER/S in that event shall not be entitled for any rights rising out of the Agreement.

16. The PURCHASER/S hereby agrees to take the possession of the Flat/s/Shop/s on Part Occupancy or Full Occupancy Certificate from concerned authority. And shall not raise any Objection and / or claim on future construction work to be carried out on the same land and shall be at inconvenience due to the same. After issuance Occupancy Certificate builder will not allow purchaser/s or purchaser/s will not demand to make any changes in Flat/Shop.
17. The Developer/Builder shall in respect of any amount unpaid by the PURCHASER/S under the terms and conditions of this Agreement have a first lien and charge on the said Flat/s/Shop/s agreed to be acquired by the PURCHASER/S.
18. Upon delivery of possession, the PURCHASER/S shall be entitled to the use and take occupation of the said Flat/s/Shop/s without hindrance but without any further claim at anytime as to the workmanship or quality of material used in the said premises. The Developer/Builder shall handover to the PURCHASER/S the said Flat/s/Shop/s that has been purchased by the PURCHASER/S after the Developer/Builder has obtained the completion or occupancy certificate, while taking possession it is the duty of the purchasers to take proper inspection Flat/s/Shop/s and suggest defects within 8 days after that Developers is not responsible to repair any damages made by the Purchaser/s and if the flat has been altered the entire responsibility of the said alteration and defect is upon the purchaser/s.

19. If the PURCHASER/S takes the possession and does not pay outgoings, he loses all benefits of the agreement for sale of Flat/s/Shop/s signed by him with the Developer/Builder and in that case the building in which the defaulter's Flat/s/Shop/s is/are situated and the said building is having a common electric meter then the Developer/Builder shall disconnect the electric connection given to the defaulter's Flat/s/Shop/s since the outgoings include common electric charges like staircase lighting, pump energy consumption, pump operator charges, sweeper salary etc.
20. The Developer/Builder/ First Part shall form and register the Housing Society. The purchaser/s shall co-operate as and when necessary and present to execute the documents.
21. The PURCHASER/S shall take possession of the said Flat/s/Shop/s within a period of 10 days from the DEVELOPER/BUILDER giving written notice to the PURCHASER/S intimating that the said Flat/s/Shop/s is/are ready for use and occupation. He shall use the parking space if any allowed to him for the purpose of parking his own vehicle.
22. All notices to be served on the Flat/s/Shop/s PURCHASER/S as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat/s/Shop/s PURCHASER/S by registered post / courier or under certificate of posting at his address specified below:-

MR/MRS/MISS, \_\_\_\_\_

Address :- \_\_\_\_\_

23. The PURCHASER/S (doth) hereby covenant with the DEVELOPER/BUILDER as follows:
  - a) To maintain the said Flat/s/Shop/s at the PURCHASER'S own cost in good condition from the date of possession of the Flat/s/Shop/s is/are taken and shall not do or suffer to be done

anything in or to the building in which the Flat/s/Shop/s is/are situated, staircase or any passages which may be against the rules, regulations or bye-laws of the Concerned Authority or any other Authority or change / alter or make addition in or to the Building in which the Flat/s/Shop/s is/are situated and the Flat/s/Shop/s itself or any part thereof.

- b) Not to store in the Flat/s/Shop/s any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/s/Shop/s etc., is situated or storing of which goods is objected by the Concerned Authority or other authority and shall not carry or caused to be carrying heavy packages to upper floors which may damage or likely to damage the staircase, common passages, lift or any other structure of the building in which the Flat/s/Shop/s is/are situated. Any damages caused to the structure of the building on account of negligence or default of the PURCHASER/S on this behalf, the PURCHASER/S shall be liable for the consequences of the breach of this clause.
- c) To carry at his own cost all internal repairs to the said Flat/s/Shop/s in the same conditions state and order in which it was delivered by the DEVELOPER/BUILDER to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Flat/s/Shop/s is/are situated or the Flat/s/Shop/s which may be given and to observe the Rules and Regulations and bye-laws of Concerned Authority or Co-operative Society or any other Authority. And in the contravention to the above provision, the PURCHASER/S shall be responsible and liable for consequences thereof to Co-operative Society, to Concerned Authority and any other Public Authority.
- d) Not to demolish or cause to be demolished the Flat/s/Shop/s or any part thereof, at any time or make or cause to be made any addition

or alteration of whatever nature in or to the Flat/s/Shop/s or any part thereof, or any alteration in this elevation and outside colour scheme of the building in which the Flat/s/Shop/s is/are situated and shall keep the portion, sewers, drains, pipes in the Flat/s/Shop/s and appurtenances thereof in good, tenantable repairs and conditions, and in particular so as to support shelter and protect the other part of the building in which the Flat/s/Shop/s is /are situated and shall not chisel or in any other way damage columns, beams, walls slabs or R.C.C. parts or other structural members in the Flat/s/Shop/s without the prior written permission of the DEVELOPER/BUILDER and/or the Society or Limited Company.

- e) Not to do or permit to be done any Act or things which may render void or voidable any insurance of the said land and the building in which the Flat/s/Shop/s is/are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat/s/Shop/s in the compound or any portion of the said land & building in which the Flat/s/Shop/s is/are situated.
- g) Pay to DEVELOPER/BUILDER within 7 days of demand by the DEVELOPER/BUILDER, his share of Security Deposit demand by Concerned Authority or Government or any other Authority for giving water, electricity, or any other services connection to the building in which the Flat/s/Shop/s is/are situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by Concerned Authority and/or Government and / or other public viz. user for the purpose other than residential purpose.

- i) The PURCHASER/S shall observe and perform all the rules and regulations which the Society, apartment Owners Association or the Limited Company may adopt at its inception and the additions alteration/documents thereof that may be made from time to time for protection and maintenance of the said building and the Flat/s/Shop/s therein and the observance and performance of the building rules, Regulations and bye-laws for the time being of Concerned Authority and of Government and other bodies. The PURCHASER/S shall observe and perform all the stipulations and conditions laid down by the Society / Apartment Owners Associations / Limited Co. regarding the occupation and use of the Flat/s/Shop/s in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) The PURCHASER/S shall not let, transfer, assign or part with PURCHASER/S interest or benefit of this agreement or part with the possession of the Flat/s/Shop/s unit all the dues payable by the PURCHASER/S to the DEVELOPER/BUILDER under this agreement are fully paid up and only if the PURCHASER/S had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the PURCHASER/S has obtained the permission in writing of the DEVELOPER/BUILDER for such transfer.
- k) Till a Conveyance of building in which Flat/s/Shop/s is/are situated is executed, the PURCHASER/S shall permit the DEVELOPER/BUILDER and his Surveyors and Agents with or without workmen, and other, 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 conditions thereof.

24. The PURCHASER/S herewith agree and confirm not to start or do the following activities in the said Flat/s/Shop/s and will also not lease/rent to any person/s for doing the non-permissible activities, viz. any kind of beer bar, Flour Mill, Mutton /Chicken Flat/s/Shop/s (butcher Flat/s/Shop/s), wine Flat/s/Shop/s, ladies Dancing Bar and Clubs in any circumstances. The PURCHASER/S will not sell/lease the said Flat/s/Shop/s to any person/s without prior permission of the DEVELOPER/BUILDER, Society and will ensure that the above said activities/business are not carried in the said Flat/s/Shop/s.
25. Restaurant, Recreation Clubs etc. will not be permitted in the said Building without the written consent of the DEVELOPER/BUILDER.
26. THE PURCHASER/S along with the other PURCHASER/S of Flat/s/Shop/s in the building shall join in forming and registering a Society Owner's Society to be known as "\_\_\_\_\_ Co-op. Hsg. Soc." and also from time to time sign and execute the application for registration and / or membership and other papers, documents necessary for the formation of the Society or Apartment Owner's Association and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign, so as to enable the DEVELOPER/BUILDER to register the organization of the PURCHASER/S under Section-10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flat Rules, 1964. No objection shall be taken by the PURCHASER/S if any changes or modifications are made in the draft/bye-laws or the memorandum and/or articles of the Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or by any other Government Authority.
27. In the event of Co-operative Society being formed and registered before the sale or disposal by the DEVELOPER/BUILDER of all Flats/Flats, terraces spaces in the said Building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to overall

control of the DEVELOPER/BUILDER in respect of any of the matters concerning the said unsold Flat/s/Shop/s and all amenities pertaining to the same and in particular the DEVELOPER/BUILDER shall have absolute authority and control as regards the disposal of the unsold flats/Flats/terraces/car parking spaces at any stage and to receive and appropriate the sale price in respect thereof and all the PURCHASER/S of such unsold flats/Flats/terrace/car parking spaces shall be admitted as members of the Co-operative Society with the same rights and same benefits and subject to and without any reservation and conditions whatsoever and the PURCHASER/S shall consent to admit such PURCHASER/S of unsold Flat/Flats/Car parking as a member of such Co-operative Society as aforesaid without raising any objections whatsoever and without charging any transfer fee and/or donation whatsoever and/or maintenance charges from such PURCHASER/S of unsold Flat/Flats/Car parking. However the DEVELOPER/BUILDER shall pay the Property Tax of the unsold Flats / Flats / Car parking which shall be under the control and management of the DEVELOPER/BUILDER alone.

28. All costs, charges including the stamp duty and registration fees G.S.T. (As per Applicable) and other taxes which shall be levied by the legal authority payable in respect of this agreement shall be borne and paid by the PURCHASER/S only and the proportionate share of stamp duty and registration of Conveyance Deed in favour of co-operative Housing Society, to be executed by the DEVELOPER/BUILDER shall be borne and paid by the PURCHASER/S and the DEVELOPER/BUILDER shall in no way either be liable or responsible for the same.
29. THE PURCHASER/S shall be liable to bear and pay the proportionate share of the outgoings in respect of the said Flat/s/Shop/s and building namely local taxes, N.A. taxes, betterment charges or such other levies by the Concerned Local Authorities /or Government Water Charges, Insurance Premium, expenses for common lights, repairs and salaries of

Clerks, Bill Collectors, Watchmen, Sweepers, and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the Society/Apartment Owner's Association is formed and the land and building transferred to it, the PURCHASER/S shall pay per month to the DEVELOPER/BUILDER @ Rs.---/- per Sq. Mtrs. THE PURCHASER/S further agrees that till the PURCHASER/S share is so determined, the PURCHASER/S shall pay to the DEVELOPER/BUILDER provisional monthly contribution towards the outgoings.

30. After the Company / Society / Association as the case may be is formed, the PURCHASER/S shall pay his contribution / outgoings directly to the said Company / Society / Association.
31. THE PURCHASER/S undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
32. THE PURCHASER/S shall at no time demand partition of his interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impart able and it is agreed by the PURCHASER/S that the DEVELOPER/BUILDER shall not be liable to execute any document for that purpose in respect of the said Flat/Shop /Car parking in favour of the PURCHASER/S.
33. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Flat/s/Shop/s and such terrace space are intended for the exclusive use of the respective terrace Flat/s/Shop/s PURCHASER/S. The said terrace /open space in front of the Flat/s/Shop/s shall not be enclosed by the Flat/s/Shop/s PURCHASER/S till the permission in writing is obtained from the DEVELOPER/BUILDER as well as from the concerned local authority. The PURCHASER/S of terrace Flat/s/Shop/s hereby undertakes that he

shall use the said terrace in such way that the Flat/s/Shop/s PURCHASER/S below the said terrace shall not be disturbed and he/they shall maintain the said terrace at his own cost.

34. It is hereby agreed that the terrace (i.e. Terrace above the Top floor) and stilts on the said buildings shall always belong to the DEVELOPER/BUILDER and they shall be entitled to deal with and dispose off the same in the manner they deem fit. In the event of the DEVELOPER/BUILDER obtaining permission from the CIDCO and / or concerned authority for constructing any Flat/s/Shop/s Premises on the terrace and stilts, then the DEVELOPER/BUILDER shall be entitled to dispose off such Flat/s/Shop/s Premises constructed by him on the terrace or stilts on such terms as the DEVELOPER/BUILDER may deem fit and PURCHASER/S shall not object for the same. The terrace (i.e. above the Top floor) of the building, the parapet wall shall always remain the property of the DEVELOPER/BUILDER and the DEVELOPER/BUILDER shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the DEVELOPER/BUILDER shall exclusively be entitled to the income that may be derived by display of the said advertisement. The PURCHASER/S hereby undertakes that he will not raise any objection for the same.
35. THE DEVELOPER/BUILDER shall at all the times hereinafter at the request and cost of the PURCHASER/S execute any document or documents as the PURCHASER/S may require for perfectly securing unto the said Flat/s/Shop/s.
36. Whereas the transaction covered by this Agreement at present is not understood to be sale liable to tax under sale Tax laws. If however, by reason of any amendment to the Constitution or enactment or amendments of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction or liable to tax the same shall be payable

by the PURCHASER/S along with other PURCHASER/S of the building. If any of the tax or increase in Development tax is levied by the Government, CIDCO or any other authority, authorities on the sale of the said Flat/s/Shop/s etc, and/or at the incidents of this transactions, the PURCHASER/S shall be liable to pay the same to the DEVELOPER/BUILDER as and when it is levied by the Government, CIDCO etc

37. The DEVELOPER/BUILDER shall have the right to make addition and / or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd. / NMMC. It is expressly agreed that the DEVELOPER/BUILDER alone shall be entitled to any F.S.I. which may become available in respect of the said property and / or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the Union of India or the Corporation or any other public or private body or authority, as the case may be, and the PURCHASER/S further confirm/s that the DEVELOPER/BUILDER shall be entitled to utilize the said F.S.I. by constructing additional Building or Buildings or floor/s or tenements or structures on the said land and said Property as the DEVELOPER/BUILDER may desire without any interruption dispute or objection by the PURCHASER/S or any other Co-operative Society, or any other body or organization of prospective PURCHASER/S of the Flat/s/Shop/s / Premises in the said building of Complex in any manner whatsoever.
38. WHEREAS it is agreed that in future if any company, or other shall use the terrace of the said building for erecting their Tower / Antenna or for Advertisement then the rent/compensation/profit earn for that shall be received from the company shall be given to the Developer/Builder and Purchaser/s shall not raise any objections with regard to the same.

39. WHEREAS the name of the building to be constructed for the members of the Co-operative Housing Society shall be “\_\_\_\_\_” and shall not be changed without the written permission of the DEVELOPER/BUILDER.

#### **SCHEDULE OF LAND No. 1**

Gat No. /Hissa No. 37/3, admeasuring area about 0 Hectar 18 R 30 Prati, out of which 50% share i.e. 0 Hectar 09 R 5 Prati, (Total Admeasuring area 950 Sq. Mtrs.), Mauje- Chavane, Tal-Panvel, Dist. Raigad.,

Plus

Gat No. /Hissa No. 37/3, admeasuring area about 0 Hectar 19 R 0 Prati, out of which 50% share i.e. 0 Hectar 9 R 5 Prati, (Total Admeasuring area 950 Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad.,

#### **SCHEDULE OF LAND No. 2**

Gat No./Hissa No. 31/2B, admeasuring area about 0 Hectar 38 R 30 Prati out of which 50 % share i.e. 19 R 15 Prati, (Total Admeasuring area 1915 Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad.,

Plus

Gat No. /Hissa No. 31/2B, admeasuring area about 0 Hectar 32 R 30 Prati, out of which 50% share i.e. 0 Hectar 19 R 15 Prati, (Total Admeasuring area 1915 Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad.,

**SCHEDULE OF LAND No. 3**

Gat No. /Hissa No. 37/2K, admeasuring area about Hectar 0 R 47 R 0 Prati 0,

(Total Admeasuring area 4700 Sq. Mtrs.), Mauje Chavane, Tal-Panvel,

**Dist. Raigad.**

**Plus**

Gat No. /Hissa No. 37/2K, admeasuring area about 0 Hectar 47 R 0 Prati, out

of which 50% share i.e. 0 Hectar 23 R 5 Prati, (Total Admeasuring area 2350

Sq. Mtrs.), Mauje Chavane, Tal-Panvel, Dist. Raigad.,

**Total Admeasuring area of Land No. 1 to 3 is 1-04-30 area.**

**SECOND SCHEDULE OF FLAT/SHOP**

Flat/Shop No. \_\_\_\_\_, \_\_\_\_\_ Floor, admeasuring area \_\_\_\_\_  
 Sq. Mtrs. Carpet + \_\_\_\_\_ Sq. Mtrs. encl. balconies, in the building known  
 as "\_\_\_\_\_" standing on Gat No. /Hissa No. 37/3, Gat No./Hissa No.  
 31/2B, Gat No. /Hissa No. 37/2K, Mauje Chavane, Tal-Panvel, Dist.  
 Raigad.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

by the within named **"THE DEVELOPER/BUILDER"**

**M/s. SHIKHAR ENTERPRISES**

through its Partner

MR. \_\_\_\_\_,

In the presence of .....

1.

2.

SIGNED, SEALED AND DELIVERED

by the within named **"THE PURCHASER/S"**

MS. \_\_\_\_\_,

In the presence of .....

1.

2.

## RECEIPT

**RECEIVED** the sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) from the Purchaser/s MS. \_\_\_\_\_, the part and advance payment in respect of Flat/Shop No. \_\_\_\_\_, \_\_\_\_\_ Floor, admeasuring area \_\_\_\_\_ Sq. Mtrs. Carpet + \_\_\_\_\_ Sq. Mtrs. encl. balconies, in the building known as "\_\_\_\_\_" standing on Gat No. /Hissa No. 37/3, Gat No./Hissa No. 31/2B, Gat No. /Hissa No. 37/2K, Manje Chavane, Tal- Panvel, Dist. Raigad., as agreed under these presents.

### DETAILS OF PAYMENT

| Date  | Cheque | Amount      | Bank       |
|-------|--------|-------------|------------|
| ----- | -----  | Rs. _____/- | _____ BANK |
|       |        |             |            |
|       |        |             |            |
|       |        |             |            |
|       |        |             |            |

WE SAY RECEIVED

Rs. \_\_\_\_\_/-

**M/s. SHIKHAR ENTERPRISES**  
through its Partner MR. \_\_\_\_\_,  
**(DEVELOPER/BUILDER)**

Witnesses :-

1)

2)

