

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee/s. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

- 1) Ulhasnagar No.4.
- 2) Division:- G (C.T.S.No.22917)
- 3) Type of construction:- Residential Flat.
- 4) Area of Flat:- ____ Sq.Meters (Carpet area as per Maha Rera Act).
- 5) Built up area for purpose of Stamp-Duty:- ____ Sq.Meters.
- 6) Market Rate :- Rs.55,400/- per Sq.Meter Built up area.
- 7) Market Value:- Rs.____/-.
- 8) Actual Value:- Rs.____/-.
- 9) Stamp-Duty- Rs.____/-.

MODEL FORM OF AGREEMENT FOR SALE OF A FLAT.

This Agreement For Sale of a **Residential FLAT** is made at Ulhasnagar, District Thane, State Maharashtra, this.....day of..... in the year Two Thousand and Twenty Two between:-

- 1) **"RANAS CONSTRUCTION"** [Having its Permanent Account Number AAOFR5160L], Through its Partner, **Shri Rajesh S/o Godhumal Dumbani**, Hindu, Adult, aged about 42 years, occupation business, residing at Room No.25 of Blk.No.C-5, Near Netaji Garden, Ulhasnagar-5, District Thane, hereinafter called the **"VENDOR/BUILDER"** (Which term and expression shall unless repugnant to the context or meaning thereof, include his heirs, executors, administrators and assigns.).....Party of the One Part.

AND

2) Shri _____ S/o _____ [Having his/her/their Permanent Account Number _____], Hindu, Adult, aged about ____ years, occupation _____ residing at _____ hereinafter called the "**PURCHASERS**" (Which term and expression shall unless repugnant to the context or meaning thereof, include his/her/their heirs, executors, administrators and assigns.).....Party of the Other Part.

WHEREAS the Vendor/Builder aforesaid has proposed to construct a Ground Floor + Six Storied building in the name and style of "**MANNAT AVENUE**" the construction work of which is in progress at C.D. hold land of **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey Sheet **No.53**, Assessed by Ulhasnagar Municipal Corporation under **Property No.39DO008585300 (Old Property No.39/1899)** of **Ward No.39, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters. At ground Floor the Vendor/Builder aforesaid has proposed to provide one Electric Room, Pump Room, Lift Gala, Staircases for going to upper storied, Stilt for Parking & Open Space all around the building for garden and parking purposes and on all other Floors (1st Floor to 6th Floor), the Vendor/Builder aforesaid has proposed to construct the Residential flats (Two Flats on each Floor), hereinafter be referred to as the "**SAID BUILDING**" for the sake of brevity.

AND WHEREAS the Vendor/Builder aforesaid has acquired the above said property i.e. **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey Sheet **No.53**, Assessed by Ulhasnagar Municipal Corporation under **Property No.39DO008585300 (Old Property No.39/1899)** of **Ward No.39, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters, as under:-

WHEREAS originally one Shri Himat Yadhav Jadhav was an absolute owner of above said property i.e. Room No.261 of Blk.No.A-131, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards, which he had acquired by way of purchase from the Government of India, Through the Managing Officer, Office of the Additional Collector, Thane,

Ulhasnagar Township. Vide C.D. (Conveyance Deed) issued under **Sr.No.AC/Accom/C-4/CD/Sr.No.504** dated **29/04/1983**. The copy of above said C.D (Conveyance Deed) is attached herewith this Agreement for Sale and marked as "**Annexure-A**".

AND WHEREAS Shri Himat Yadhav Jadhav had sold the above said said property i.e. Room No.261 of Blk.No.A-131, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards, to (i) Dr. Alka W/o Subhash Tribhuwan & (ii) Shri Subhash S/o Laxman Tribhuwan under a Registered Sale Deed No.850 dated 27/04/2001 Registered in the Office of the Sub-Registrar, Ulhasnagar-1. The copy of Index II of above said Sale Deed is attached herewith this Agreement for Sale and marked as "**Annexure-B**". Subsequently the said property i.e. Room No.261 of Blk.No.A-131, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards was changed in the joint names of (i) Dr. Alka W/o Subhash Tribhuwan & (ii) Shri Subhash S/o Laxman Tribhuwan in the records of the Office of the Sub-Divisional Officer, Ulhasnagar Division, Ulhasnagar. Vide letter of Change of Name issued under Sr.No.SDO/C-4/GBP/ME.No.183 dated 30/06/2001. The copy of above said letter of Change of Name is attached herewith this Agreement for Sale and marked as "**Annexure-C**".

AND WHEREAS the above said persons i.e. (i) Dr. Alka W/o Subhash Tribhuwan & (ii) Shri Subhash S/o Laxman Tribhuwan had sold the above said said property i.e. Room No.261 of Blk.No.A-131, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards, to Arun Amarlal Chichiria HUF Through its Karta Shri Arun S/o Amarlal Chichiria, by a Sale Deed Registered in the Office of the Joint Sub-Registrar, Ulhasnagar-1 at Sr.No.1548 dated 22/07/2016. The copy of Index II of above said Sale Deed is attached herewith this Agreement for Sale and marked as "**Annexure-D**".

AND WHEREAS Arun Amarlal Chichiria HUF Through its Karta Shri Arun S/o Amarlal Chichiria, had sold the above said property i.e. Room No.261 of Blk.No.A-131, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards, to Vendor/Builder herein i.e. "RANAS CONSTRUCTION", Through its Partner, Shri Rajesh S/o Godhumal Dumbani, by a

Sale Deed Registered in the Office of the Joint Sub-Registrar, Ulhasnagar-1 at Sr.No.106 dated 08/01/2021. The copy of Index II of above said Sale Deed is attached herewith this Agreement for Sale and marked as "**Annexure-E**". Subsequently the above said property i.e. Room No.261 of Blk.No.A-131, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards, is changed in the name of the Vendor/Builder aforesaid in the records of the Property Card bearing Sr.No.22917 by the Taluka Inspector of Land Records (City Survey Officer), Ulhasnagar, under Transfer (Mutation) Registered Sr.No.4074 date 21/10/2021. The copy of above said Property Card is attached herewith this Agreement for Sale and marked as "**Annexure-F**".

AND WHEREAS the Vendor/Builder herein has applied for the approval of Revised building plan on dated 02/03/2022 in the Office of the Ulhasnagar Municipal Corporation and the same has been approved and sanctioned by the Ulhasnagar Municipal Corporation on 09/03/2022. Vide Building Plan along with Building Permission issued under Sr.No.UMC/TPD/B.P/66/20/653 dated 09/03/2022. The copy of Commencement Certificate is attached herewith this Agreement for Sale and marked as "**Annexure-G**" and the copy of building plan is attached herewith this Agreement for Sale and marked as "**Annexure-H**", "**Annexure-H-1**" & "**Annexure-H-2**".

AND WHEREAS The Search Report & Legal Title Report in respect of the above said property i.e. **Room No.261** of **Blk.No.A-131**, bearing **C.T.S. No.22917** shown in Survey **Sheet No.53, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters is issued by Advocate Sandeep B. Ailsinghani (B.L.S. LL.B, LL.M., D.C.L., PGD.- I.P.R.) on dated 19/07/2022 & 20/07/2022. The copy of Search Report dated 19/07/2022 attached herewith this Agreement for Sale and marked as "**Annexure-I**" and copy of Legal Title Report dated 20/07/2022 is attached herewith this Agreement for Sale and marked as "**Annexure-J**".

THUS the above said property i.e. **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey **Sheet No.53**, Assessed by Ulhasnagar Municipal Corporation under

Property No.39DO008585300 (Old Property No.39/1899) of **Ward No.39, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters is free from all encumbrances, liens, charges, etc. and if any other person would claim any right over the same, the Vendor/Builder aforesaid will be held responsible to answer the claim so made.

AND WHEREAS the Vendors/Builders aforesaid have registered their above said project i.e. **"MANNAT AVENUE"** under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority at Mumbai on dated _____. The authenticated copy is attached herewith this Agreement for Sale and marked as '**Annexure-K**'.

AND WHEREAS the Vendors/Builders aforesaid have agreed to sell a Residential Flat, admeasuring about _____ **Sq.ft.** (Carpet area), known as **Flat No. _____** on _____ **Floor** of **"MANNAT AVENUE"** the construction work of which is in progress at C.D. hold land of **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey **Sheet No.53**, Assessed by Ulhasnagar Municipal Corporation under **Property No.39DO008585300 (Old Property No.39/1899)** of **Ward No.39, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters, more particularly described in the Schedule written hereunder and hereinafter called the **"SAID FLAT"** for the sake of brevity.

AND WHEREAS the Vendor/Builder has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor/Builder aforesaid has appointed a structural Engineer RAJ CONSULTANTS for the preparation of the structural design and drawings of the buildings and the Vendor/Builder aforesaid accepts the professional supervision of the Architect and the structural Engineer till the completion of the said building.

AND WHEREAS by virtue of the Conveyance Deed (Sale Deed) and all other related documents (Which are

attached herewith this Agreement From '**Annexure-A**' to '**Annexure-J**' the Vendor/Builder aforesaid has sole and exclusive right to sell the flats in the said building the construction work of which is in progress on the free hold land described hereinabove and the Vendor/Builder aforesaid has sole and exclusive right to enter into Agreement/s with the Purchasers of the flats of said building and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchasers, the Vendor/Builder aforesaid has given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Builder Architects JIGLEKAR ASSOCIATES and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Builder, authenticated copies of Property card, extract and other related documents of revenue record showing the nature of the title of the Vendor/Builder to the project land on which the flats in said building are constructed have been attached hereto and marked as '**Annexure-A**' to '**Annexure-J**' respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been attached hereto and marked as '**Annexure-H**', '**Annexure-H-1**' & '**Annexure-H-2**'.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/Builder and according to which the construction of the building and open spaces have been provided for on the said project have been attached hereto and marked as '**Annexure-H**'.

AND WHEREAS the authenticated copies of the plans and specifications of the said flat agreed to be purchased

by the Purchasers, as sanctioned and approved by the local authority have been attached and marked as '**Annexure-H-1**'.

AND WHEREAS the Vendor/Builder has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/Builder while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Vendor/Builder has accordingly commenced the construction of the said building in accordance with the plan approved and sanctioned by the Ulhasnagar Municipal Corporation and the Vendor/Builder shall complete the construction work and other work of the said building in accordance with the plan approved and sanctioned by the Ulhasnagar Municipal Corporation and thereafter, the Vendor/Builder aforesaid shall apply for the issue of Work Completion Certificate in the Office of the Ulhasnagar Municipal Corporation and the Vendor/Builder aforesaid has agreed with the Purchasers that the Vendor/Builders aforesaid shall give the copy of work completion/occupation certificate as and when the same will be issued by the Ulhasnagar Municipal Corporation or any other concerned authority in this behalf.

AND WHEREAS the Purchasers aforesaid have applied to the Vendor/Builder for allotment of a Flat No. _____ on _____ floor in "**MANNAT AVENUE**" the construction work of which is in progress at C.D. hold land of **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey **Sheet No.53**, Assessed by Ulhasnagar Municipal Corporation under

Property No.39DO008585300 (Old Property No.39/1899) of Ward No.39, Ulhasnagar-4, District Thane, admeasuring about 250 Sq.yards equivalent to 209.10 Sq.Meters.

AND WHEREAS the carpet area of the said flat is _____ square meters and "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts (Which is admeasuring about _____ Sq.Meters Carpet area), balconies area (Which is admeasuring about _____ Sq.Meters Carpet area) appurtenant to the said flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, the Parties herein relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement for Sale, and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchasers have paid to the Vendor/Builder a sum of Rs. _____ (Rupees _____ only) being the part payment of the sale consideration amount of the said flat agreed to sell by the Vendor/Builder to the Purchasers as advance payment or Application Fee (the payment and receipt whereof the Vendor/Builder do hereby admit and acknowledge). The above said amount is not more than the 10% of the total sale consideration amount. The Purchasers aforesaid have agreed to pay the balance sale consideration amount of Rs. _____ (Rupees _____ only) to the Vendor/Builder in the manner hereinafter appearing in clause No.1 (1.c) of this Agreement for Sale.

AND WHEREAS, the said building of the Vendor/ Builder is registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on dated _____ bearing Sr.No. _____ and as per section 13 of the said Act the Vendor/Builder herein has required to execute a written Agreement for sale of said flat with the Purchasers being in fact

these presents and also to register said Agreement for Sale under the Registration Act, 1908 with concerned Sub-Registrar Office.

In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Vendor/Builder hereby agrees to sell to the Purchasers and the Purchasers hereby agrees to purchase the said flat from the Vendor/Builder on the terms and conditions mentioned herein below.

NOW THEREFORE, THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Vendor/Builder has proposed to construct the said building consisting of ground and 6 (Six) upper floors on C.D. hold land of i.e. **Room No.261 of Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey **Sheet No.53**, Assessed by Ulhasnagar Municipal Corporation under **Property No.39DO008585300 (Old Property No.39/1899)** of **Ward No.39, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters in accordance with the plans, designs and specifications as approved by the concerned local authority i.e. Ulhasnagar Municipal Corporation from time to time.

Provided that the Vendor/Builder shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the flat of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

- 1.a** The Purchasers hereby agrees to purchase from the Vendor/Builder and the Vendor/Builder hereby agrees to sell to the Purchasers a Flat No._____, carpet area admeasuring _____ sq. metres on _____ floor in the said building (hereinafter referred to as "the flat") as shown in the Floor plan thereof hereto annexed and marked '**Annexure-H-1**' for the agreed on lump sum sale

consideration amount of Rs._____ (Rupees _____) including the price of the common areas and facilities appurtenant to the flat, the nature, extent and description of the common areas and facilities which have been seen by the Purchasers at site. (The price of the said flat includes the price of the common areas and facilities and common parking spaces at ground floor). The Vendor/Builder will not charge any extra amount from the Purchasers for the common areas and facilities to be provided by the Vendor/Builder aforesaid in said building and common parking spaces at ground floor to be provided by the Vendor/Builder aforesaid.

1.b The total aggregate consideration amount for the said flat including the price of the common areas and facilities appurtenant to the said flat, is Rs._____.

1.c The Purchasers have paid on or before the execution of this agreement a sum of Rs._____ (Rupees _____ only) as advance payment (including application fees). The amount received by the Vendor/Builder aforesaid from the Purchasers is not exceeding the 10% of the total sale consideration amount. The balance sale consideration amount of Rs._____ (Rupees _____ only) will be paid by the Purchasers to the Vendor/Builder aforesaid in installments as per work of said building to be completed by the Vendor/Builder aforesaid from time to time.

A. Rs._____ will be paid to the Vendor/Builder aforesaid after the execution of Agreement for Sale, in respect of the said flat (The amount received by the Vendor/Builder aforesaid from the Purchasers will not exceeding the 30% of the total sale consideration amount).

B. Rs._____ will be paid to the Vendor/Builder aforesaid after the completion of plinth work of the said proposed building (The amount received by the Vendor/Builder

aforesaid from the Purchasers will not exceeding the 45% of the total sale consideration amount).

- C. Rs._____ will be paid to the Vendor/Builder aforesaid on the completion of all slabs work including podiums and stilts of the proposed building in which said flat is situated. (The amount received by the Vendor/Builder aforesaid from the Purchasers will not exceeding the 70% of the total sale consideration amount).
- D. Rs._____ will be paid to the Vendor/Builder aforesaid on the completion of walls, internal plaster, floorings, doors and windows of the said flat. (The amount received by the Vendor/Builder aforesaid from the Purchasers will not exceeding the 75% of the total sale consideration amount).
- E. Rs._____ will be paid to the Vendor/Builder aforesaid on the completion of Sanitary fittings, staircases, lifts, borewell, lobbies upto the floor level of said Apartment (The amount received by the Vendor/Builder aforesaid from the Purchasers will not exceeding the 80% of the total sale consideration amount).
- F. Rs._____ will be paid to the Vendor/Builder aforesaid on the completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building in which the said flat is situated. (The amount received by the Vendor/Builder aforesaid from the Purchasers will not exceeding the 85% of the total sale consideration amount).
- G. Rs._____ will be paid to the Vendor/Builder aforesaid on the completion of the two lifts, water pumps, electric fittings, electro, mechanical and environment requirement, entrance lobby, plinth protection, paving of areas appertain and all other requirements as may be prescribed in Agreement for

Sale of the proposed said building in which the said flat is situated. (The amount received by the Vendor/Builder aforesaid from the Purchasers will not exceeding the 95% of the total sale consideration amount).

H. Rs. _____ will be paid to the Vendor/Builder aforesaid against and at the time of handing over the possession of the said flat to the allottee on or after the receipt of occupancy certificate or completion certificate.

Our building is small building on the piece of land admeasuring about 423.22 Sq.Meters. At present the booking of flats in Ulhasnagar City is very slow, but the work of construction of said building will be going on in full speed from the own funds of the Vendor/Builder herein. The Purchasers aforesaid shall pay the 10% amount of total cost of Flat to the Vendor/Builder herein at the time of signing of Allotment letter, further the 20% amount of total sale consideration amount will be paid by the Purchasers to the Vendor/Builder herein after the execution of Agreement of Sale, in respect of said flat, further 60% amount will be paid by the Purchasers to the Vendor/Builder herein as per the work to be completed by the Vendor/Builder aforesaid and installments will be fixed in allotment letter at the time of booking of flat. The last installment of 5% amount will be received from the Purchasers at the time of possession and the possession will be delivered to the Purchasers after the submission of application for the issue of completion/occupation certificate in the Office of the Ulhasnagar Municipal Corporation. The details about the forfeit of this Agreement for Sale are given in allotment letter.

1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Builder by way of G.S.T or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Builder). On demand by the Vendor/Builder aforesaid, the Purchasers aforesaid have to pay the G.S.T

as per the rules and regulations of Central Government from time to time.

- 1.e** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Vendor/Builder undertakes and agrees that while raising a demand on the Purchasers/Allottees for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Builders shall enclose the said notification/ order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/Allottees.
- 1.f** The Vendor/Builder may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchasers/Allottees by discounting such early payment @ of ____ per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchasers/ Allottees) by the Promoter.
- 1.g** The Vendor/Builder shall confirm the final carpet area that has been allotted to the Purchasers/Allottees after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon the confirmation by the Vendor/Builder. If there is any reduction in the carpet area within the defined limit then Vendor/Builder aforesaid shall refund the excess money paid by the Purchasers/Allottes within forty five days with annual interest at the rate specified in Rules, from the date when such an excess amount was paid by the Purchasers/Allottees. If there is any increase in the carpet area allotted to Allottee(s), the Vendor/Builder

shall demand additional amount from the Purchasers/ Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement for Sale.

- 1.h** The Purchasers authorizes the Vendor/Builder to adjust/ appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Vendor/Builder may in its sole discretion deem fit and proper. The Purchasers/Allottees undertake not to object/demand and or direct to the Vendor/Builder to adjust their payments in any manner. The Vendor/Builder aforesaid has sold the said flat to the Purchasers on lump sum sale consideration amount of Rs._____.
- 2.1** The Vendor/Builder hereby observed, performed and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the concerned local authority i.e. Ulhasnagar Municipal Corporation at the time of sanctioning the said plans and thereafter before handing over possession of the said flat to the Purchasers, shall apply for the issue of occupancy and or completion certificate in the office of the local body i.e. Ulhasnagar Municipal Corporation, till the issue of the occupancy certificate/completion certificate by the local body i.e. Ulhasnagar Municipal Corporation. The Vendor/ Builder aforesaid shall give the copy of application for the issue of occupancy and or completion certificate submitted by the Vendor/Builder aforesaid in the Office of the local body i.e. Ulhasnagar Municipal Corporation to the Purchasers and the Vendor/Builder aforesaid shall give the copy of occupancy and or completion certificate to the Purchasers aforesaid as and when the same will be issued by the local body i.e. Ulhasnagar Municipal Corporation.
- 2.2** Time is essence for the Vendor/Builder as well as the Purchasers/Allottees. The Vendor/Builder shall abide by the time schedule for completing the project and handing over the Flat to the Purchasers/Allottees and common areas to the association of the allottees after receiving the

occupancy certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Builder as provided in clause 1(c) herein above. ("Payment Plan")

3. The Vendor/Builder hereby declares that the Floor Space Index available as on date in respect of the project land is 532.19 square meters only and Vendor/Builder has planned to utilize Floor Space Index by availing of TDR as mentioned in the Development Control Regulation, which is applicable to the said building. The Vendor/Builder shall obtain the further Floor Space Index as per rules and regulations and same shall be utilized by him on above the 6th Floor of the said building. The Vendor/Builder aforesaid shall not utilize the excess Floor Space Index at Ground Floor of the said building. The Purchasers aforesaid have agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Vendor/Builder by utilizing the FSI on the present rules, Regulations and bye-law and on the understanding that the future FSI to be granted by the local body as per the rules, regulation and bye-laws shall belong to Vendor/Builder only and shall be utilize by them on above the 6th Floor of the said building for which the Purchasers shall not raise any objection of any sort in future.

- 4.1 If the Vendor/Builder fails to abide by the time schedule for completing the said building and handing over the possession of said flat to the Purchasers/Allottees, the Promoter agreed to pay to the Purchasers/Allottees who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchasers/Allottees, for every month of delay, till the handing over of the possession of said flat. The Purchasers/Allottees agrees to pay to the Vendor/Builder, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchasers/Allottees to the Vendor/Builder aforesaid

under the terms of this Agreement for Sale from the date the said amount is payable by the Purchasers/Allottees.

- 4.2** Without prejudice to the right of Vendor/Builder aforesaid to charge interest in terms of sub clause 4.1 above, on the Purchasers/Allottees committing default in payment on due date of any amount due and payable by the Purchasers/Allottees to the Vendor/Builder aforesaid under this Agreement for Sale (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/Allottees committing three defaults of payment of installments, the Vendor/Builder shall at his own option, may terminate this Agreement:

Provided that, Vendor/Builder shall give notice of fifteen days in writing to the Purchasers/Allottees, by Registered Post AD at the address provided by the Purchasers/Allottees and mail at the e-mail address provided by the Purchasers/ Allottees, of his intention to terminate this Agreement for sale and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers/Allottees fails to rectify the breach or breaches mentioned by the Vendor/Builder aforesaid within the period of notice then at the end of such notice period, Vendor/Builder aforesaid shall be entitled to terminate this Agreement for Sale.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Builder aforesaid shall refund to the Purchasers/Allottees (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor/Builder aforesaid) within a period of 45 days of the termination, the installments of sale consideration of the said flat which may till then have been paid by the Purchasers/Allottees to the Vendor/Builder.

- 4.3** That before the execution of this Agreement for Sale, the Purchasers aforesaid have inspected the documents of said

building and they are fully satisfied regarding the title of the Vendor/Builder, on the land underneath the said building and also the plans and specifications of said building, hereafter the Purchasers/Allottees aforesaid shall not raise any objection regarding the title of the Vendor/Builder aforesaid on the said building and the land underneath the said building in which the said flat is situated.

4.4 That before the execution of this Agreement for Sale, the Purchasers/Allottees have inspected the maps and design of said flat No.____ on ____ Floor and said building in which the said flat is situated and the Purchasers aforesaid are fully satisfied with the situation and location of said flat.

4.5 That the Purchasers/Allottees aforesaid have taken the inspection of construction work of said building completed by the Vendor/Builder aforesaid till the execution of this Agreement for Sale and the Purchasers/Allottees aforesaid are fully satisfied with the construction and quality of material used in the said building. The Vendor/Builder aforesaid has assured the Purchasers/Allottees that he shall use the best quality of material in the entire building. The Purchasers/Allottees have full right to take the inspection of construction work of said building at any time till the taking of possession of said flat from the Vendor/Builder aforesaid.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lift with particular brand, or price range (if unbranded) to be provided by the Vendor/Builder in the said building and said flat as are set out in the list of Amenities in Allotment letter.

6. That the Vendor/Builder aforesaid shall complete the construction work and other work of the said building and said flat in all respects as agreed with the Purchasers/Allottees aforesaid and the Vendor/Builder aforesaid has agreed to hand over the possession of the said flat to the Purchasers/Allottee on or before the _____ day of

_____ 2024 after the receipt of full and final sale consideration amount of Rs. _____ from the Purchasers aforesaid. If the Vendor/Builder aforesaid fails or neglects to give possession of the said flat to the Purchasers/Allottees on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/Builder aforesaid shall be liable on demand to refund to the Purchasers/Allottees the amount already received by him in respect of the said flat with interest at the same rate as may mentioned in the clause No.4.1 hereinabove from the date the Vendor/Builder aforesaid received the sum till the amounts and interest thereon is repaid.

Provided that the Vendor/Builder shall be entitled to reasonable extension of time for giving delivery of said flat on the aforesaid date, if the completion of building in which the said flat is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession:-

The Vendor/Builder aforesaid shall complete the construction work of the said building and shall apply for the issue of occupancy certificate in the Office of the Ulhasnagar Municipal Corporation as early as possible by the Vendor/Builder herein. The Vendor/Builder aforesaid has assured the Purchasers that he shall hand over the copy of the occupancy certificate and or completion certificate as and when he shall receive the same from the Office of the Ulhasnagar Municipal Corporation.

7.2 The Purchasers herein have agreed with the Vendor/ Builder, that the Purchasers shall take the possession of the said flat from the Vendor/Builder on or before the

_____ day of _____ 2024 by paying the full and final sale consideration amount of Rs. _____/- to the Vendor/Builder as described in clause No.1.c (Terms A to H) above.

7.3 Purchasers to Pay Maintenance Charges:-

That the Purchasers aforesaid have to take the possession of the said flat from the Vendor/Builder on or before the _____ day of _____ 2024 by paying the full and final sale consideration amount of amount of Rs. _____/- to the Vendor/Builder as described in clause No.1.c (Terms A to H) above and from the that day the Purchasers have to pay the maintenance charges in respect of the said flat to the Vendor/Builder aforesaid. If the Purchasers fails to pay the balance sale consideration amount of Rs. _____/- to the Vendor/Builder on or before the _____ day of _____ 2024, then the Purchasers shall pay the interest on balance sale consideration amount for the delay period and liable for the payment of maintenance charges from the month of _____ 2024 regularly to the Vendor/Builder aforesaid.

7.4 If within a period of five years from the date of handing over the possession of said flat to the Purchasers, the Purchasers brings to the notice of the Vendor/Builder any structural defect in the said flat or the said building (If the Purchasers have not made any change in structure without the written permission of the Vendor/Builder herein) in which the said flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Builder at his own cost and in case if it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Vendor/Builder, compensation for such defect in the manner as provided under the Rules & Regulations Maha Rera Act, 2016.

8. The Purchasers shall use the said flat or any part thereof or permit the same to be used only for purpose of residence use and the Parking space at Ground Floor of said building

will be used as common amenity for the parking of vehicles by all the members or Purchasers of the said building with their mutual settlements, other than the allotted parking to the Flat holders of said building, the remaining open area will be used for the parking and garden purposes with the mutual settlement of the flat holders of said building and also as per the rules, regulations & byelaws prepared by the members of said building.

9. The Purchasers along with other Purchasers of flats in the said building shall join in forming and registering the Society or Association or a Limited Company to be known as **"SHYAM AANGHAN" Co-Operative Housing Society or organisation or limited**. The Members or the Purchasers of flats of said building will have no right to change the name of said building without the written permission from the Vendor/Builder aforesaid, for this purpose also from time to time sign and execute the applications for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Vendor/Builder within seven days of the same being forwarded by the Vendor/Builder to the Purchasers herein, so as to enable the Vendor/Builder to register the Co-Operative Housing Society Limited and or the common organisation of the Purchasers of flats in said building. No objection shall be taken from the Purchasers herein if any changes or modifications 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 Housing Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Vendor/Builder shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transfer to the society or Limited Company all the right, title and the interest of the Vendor/Builder in the structure of said Building in which the said flat is situated.

9.2 The Vendor/Builder herein shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Builder in the land on which the said building is constructed.

9.3 That the Vendor/Builder have already informed to the Purchasers at the time of execution of this Agreement of Sale, that the said flat will become ready for use and occupancy on or before the ____ day of _____ 2024, the Purchasers aforesaid will be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said flat) from the ____ day of _____ 2024 towards the outgoings in respect of the land on which the said building is constructed and said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government authority, water charges, common lights, repairs and salaries of clerks, bills collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the land underneath the said building and said building to the Vendor/Builder, until the Society or Limited Company is to be formed and the structure of the said building and the land underneath the said building will be transferred to it, the Purchasers shall pay to the Vendor/Builder such proportionate share of outgoings as may be determined. The Purchasers further agrees that till the Purchasers share is so determined the Purchasers shall pay to the Vendor/Builder provisional monthly contribution as may be fixed by the Flats Purchasers of the said building per month towards the outgoings. The amounts so paid by the Purchasers to the Vendor/Builder shall not carry any interest and remain with the Vendor/Builder until a conveyance of said building is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the said building the aforesaid deposits (less deduction provided for in this Agreement for Sale) shall be

paid over by the Vendor/Builder to the Society or the Limited Company, as the case may be.

10. The Purchasers aforesaid have agreed with the Vendor/Builder that they shall pay the expenses for the formation of the Co-Operative Housing Society or Limited Company/Federation/Apex body and they shall also pay proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
11. At the time of registration of conveyance of the structure of said building, the Purchasers aforesaid shall pay to the Vendor/Builder, their (Purchasers herein) share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the land underneath the said building, the Purchasers shall pay to the Vendor/Builder, their (Purchasers herein) share of stamp duty and registration charges payable, by the said Society or Limited Company, Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the land underneath the said building to be executed in favour of the Society, Limited Company, Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/BUILDER.

The Vendor/Builder hereby represents and warrants to the Purchasers as follows:

- i) The Vendor/Builder has clear and marketable title in respect of the land on which the work of said building is in progress, as declared in the title report attached with this Agreement for Sale and have the requisite rights to carry out development upon the land on which the work of said building is in progress, and also have actual, physical and legal possession of the land for the implementation of the work of said building;

- ii) That the Vendor/Builder has lawful rights and requisite approvals of the competent Authorities to carry out development of the said building and shall obtain requisite approvals from time to time to complete the development of the said building.
- iii) There are no encumbrances upon the project land or the Project.
- iv) There are no litigations pending before any Hon'ble Courts of law with respect to the project land or Project;
- v) All approvals, licenses and permits issued by the competent authorities in respect of the said building and the land underneath the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said building and the land underneath the said building shall be obtained by following due process of law and the Vendor/Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said building and the land underneath the said building and common areas;
- vi) The Vendor/Builder has the right to enter into this Agreement for Sale and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers aforesaid created herein, may prejudicially be affected;
- vii) The Vendor/Builder has not entered into any Agreement for Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the land on which the work of said building is in progress, including the Said building and the said flat which will, in any manner, affect the rights of the Purchasers aforesaid under this Agreement for Sale;

- viii) The Vendor/Builder confirms that the Vendor/Builder is not restricted in any manner whatsoever from selling the said Flat to the Purchasers herein in the manner contemplated in this Agreement for Sale;
- ix) At the time of execution of the conveyance deed of the structure of said building to the association of the Purchasers of said building the Vendor/Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure of said building to the Society, Limited Company, Apex Body and or the Association of the Purchasers of the said building.
- x) The Vendor/Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said building to the competent Authorities;
- xi) No notice from the Government (State Government & or Central Government) or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the land underneath the said building) has been received or served upon the Vendor/Builder in respect of the land underneath the said building and/or the said building.

13. The Purchasers themselves and or bring to notice of all persons into whosoever hands the said flat may come, hereby covenants with the Vendor/Builder aforesaid as follows:-

- a) To maintain the said flat at the Purchasers own cost in good tenantable repair and condition from the date that of possession of the flat will be taken and shall not do or suffer to be done anything in or to the said building in which the said flat is situated which may be against the rules, regulations or bye-laws. The Purchasers shall not

change, alter or make any addition into the said flat or any part thereof, and or in said building in which the said flat is situated without the written permission of the local authorities, if required.

- b)** Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or the structure of said building in which the said flat is situated or storing of which goods are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lift, common passages or any other structure of said building in which the said flat is situated, including entrances of the said building in which the said flat is situated and in case any damage is caused to the building in which the said flat is situated or on account of negligence or default of the Purchasers herein in this behalf, the Purchasers herein shall be liable for the consequences of the breach.
- c)** To carry out at their own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it will be delivered by the Vendor/ Builder to the Purchasers and shall not do or suffer to be done anything in or to the building in which the said flat is situated or which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers herein committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d)** Not to demolish or cause to be demolished the said flat 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 said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said flat is situated and shall keep the portion, sewers, drains and pipes in the said flat and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building in which the said flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural of the said flat without the prior written permission of the Vendors/Builders and/or the Society or the Limited Company.

- e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any open portion of the said building in which the said flat is situated.
- f) That after the receipt of possession of the said flat by the Purchasers from the Vendor/Builder herein the Purchasers shall not make any change or alter in the outside and inside common elevation of the said building. It will be the duty of the members of the building to maintain the beauty of the elevation from time to time by contributing the expenditure as per the ratio of flats after the receipt of possession of flats.
- g) That after the receipt of possession of the said flat by the Purchasers from the Vendor/Builder herein the Purchasers (All the Flat Purchasers of said building) have no right to change the outside walls colour & outside common elevation colour and design. The Purchasers aforesaid along with other members of the said building shall coat with the same colour and design as and when the members of the building shall find it necessary. The expenditure thereof will be borne and paid by the members of the said building as per the ratio of flats.
- h) That the Purchasers aforesaid shall not claim any right of ownership on the terrace floor, Lifts, Staircases, Open area on Ground Floor, Stilt Parking of the said building i.e. **"SHYAM AANGHAN"**. The Purchasers aforesaid along with the other Flat holders of said building i.e. **"SHYAM AANGHAN"** shall enjoy the same as a common amenity. The rights of ownership will remain with the

Vendor/Builder aforesaid till the Conveyance of the structure of said building & the Conveyance of the Land underneath the said building. Till the formation of Co-Operative Housing Society by the Flat Purchasers of the said building, the Vendor/Builder aforesaid has full right to construct any upper storey on the terrace floor of the said building, if the excess F.S.I. granted by the Government of Maharashtra or any local body. The Vendor/Builder aforesaid shall construct any upper storey on terrace floor of the said building after getting the revised approved building plan from the competent authority.

- i) That after the receipt of possession of the said flat by the Purchasers aforesaid from the Vendor/Builder herein, the Purchasers aforesaid along with the other Flat holders of the said building i.e. **"SHYAM AANGHAN"** shall enjoy all the common amenities which will be provided by the Vendor/Builder herein in the said building i.e. **"SHYAM AANGHAN"**. The Purchasers aforesaid shall be liable to pay the maintenance charges of common amenities as per the ratio of flats along with the other members of the said building i.e. **"SHYAM AANGHAN"**.
- j) That the Parking area at Ground Floor, Lifts, Staircases for going to upper story, Water-Tank, Drainage Pipe Lines, Open Passages, Lobbies, open area at Ground Floor & Terrace Floor of the said building i.e. **"SHYAM AANGHAN"** will remain the joint and common property for all the flat Purchasers of the said building and will be enjoyed jointly by all the Flat Purchasers of the said building, no one Flat Purchasers will claim any individual ownership right on the same. After the receipt of possession of flats by the Purchasers of said building, all the necessary charges required from time to time for the maintenance of the above amenities will be paid and borne by all Flat Purchasers of the said building i.e. **"SHYAM AANGHAN"** as per the ratio of flats. The Vendor/Builder aforesaid will not be responsible for the future expenditure required for the maintenance of the above common amenities.

- k)** Pay to the Vendor/Builder within fifteen days of demand by the Vendor/Builder, their 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 said flat is situated.
- l)** 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 authority, on account of change of use of the said flat by the Purchasers for any purposes other than for purpose for which it is sold.
- m)** The Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said flat until all the dues payable by the Purchasers aforesaid to the Vendor/ Builder under this Agreement for Sale are fully paid up.
- n)** The Purchasers shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- o)** Till a conveyance of the structure of the building in which said flat is situated is executed in favour of Society/Limited Company, the Purchasers shall permit the Vendor/Builder and his surveyors and agents, with or without workmen

and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- p) Till a conveyance of the land on which the construction work of said building is in progress in which said flat is situated is executed in favour of Apex Body or Federation, the Purchasers shall permit the Vendor/Builder and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
14. The Vendor/Builder shall maintain a separate account in respect of sums received by the Vendor/Builder from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which he has been received.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said flat or any part thereof. The Purchasers/ Allottees shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

16. VENDOR/BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SAID FLAT:

The Vendor/Builder after the execution of this Agreement of sale, he shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who have agreed to purchase the said flat from the Vendor/Builder herein.

17. BINDING EFFECT

Forwarding this Agreement to the Purchasers by the Vendor/Builder does not create a binding obligation on the part of the Vendor/Builder or the Purchasers until, firstly, the Purchasers signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser aforesaid and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Builder herein.

18. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/plot/building, as the case may be.

19. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties herein.

20. PROVISIONS OF THIS AGREEMENT FOR SALE APPLICABLE TO PURCHASERS/SUBSEQUENT PURCHASERS.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said building shall equally be applicable to and enforceable against any subsequent Purchasers of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

21. THE VENDOR/BUILDER SHALL NOT TRANSFER THE TERRACE TO THIRD PERSON IN ANY MANNER:-

That the Vendor/Builder aforesaid has no right to sell or transfer the final terrace floor of the said building to any third person in any manner. The Vendor/Builder aforesaid and or the Flat Purchasers of the said building will have no right to give the terrace floor of the said building on rental basis to any company for fixing the V-Sat Antenna or hoardings, etc. The Terrace floor of the said building will be kept open for ever and will remain the common amenity for the all Flat Purchasers of the said building i.e. "**SHYAM AANGHAN**".

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT FOR SALE:-

Wherever in this Agreement for Sale it is stipulated that the Purchasers have to make any payment, in common with other Flat Purchasers of said building, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the flats in the Project.

23. PLACE OF EXECUTION:-

The execution of this Agreement for Sale shall be complete only upon its execution by the Vendor/Builder through its authorized signatory at the Vendor/Builder's Office, or at some other place, which may be mutually agreed between the Vendor/Builder aforesaid and the Purchasers herein, in after the Agreement is duly executed by the Purchasers herein and the Vendor/Builder or simultaneously with the execution of the said Agreement for Sale shall be

registered at the office of the Joint Sub-Registrar, Ulhasnagar-1 or any other concerned registration office. Hence this Agreement for Sale shall be deemed to have been executed at Ulhasnagar, District Thane, State Maharashtra.

24. The Purchasers and/or Vendor/Builder shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Builder will attend such office and admit execution thereof.
25. That all notices to be served on the Purchasers herein and the Vendor/Builder aforesaid as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers herein or the Vendor/Builder aforesaid by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchasers:-

Shri _____
R/o _____
Email: _____

Address of Vendor/Builder:-

"RANAS CONSTRUCTION",
Shop No.1 on Ground Floor of
"MURLI MANOHAR PLAZA",
Near Shanti Sagar Hotel, Kurla Camp Road,
Ulhasnagar-5, District Thane.
Email: rajeshdumbani@yahoo.com

It shall be the duty of the Purchasers herein and the Vendor/Builder aforesaid to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing

which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Builder aforesaid or the Purchasers herein, as the case may be.

26. JOINT PURCHASERS:-

That in case there are Joint Purchasers all communications shall be sent by the Vendor/Builder aforesaid to the Purchasers whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Purchasers.

27. Payment of Stamp Duty, Registration fees & Document handling charges for this Agreement for Sale:-

The charges towards stamp duty, Registration fees & Document handling charges of this Agreement for Sale shall be borne by the Purchasers alone.

28. Dispute Resolution :-

Any dispute may arise between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Ulhasnagar courts will have the jurisdiction for this Agreement for Sale.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement For Sale at Ulhasnagar, District Thane, State

Maharashtra, in the presence of attesting witness, signing as such on the day month and year first above written.

SCHEDULE-I

Description of the land underneath the said Building and all other details.

ALL that piece or parcel of C.D. hold land, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters, known as **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey **Sheet No.53**, Assessed by Ulhasnagar Municipal Corporation under **Property No.39DO008585300 (Old Property No.39/1899)** of **Ward No.39, Ulhasnagar-4**, District Thane, Taluka and Sub-District Registration Ulhasnagar, District Registration Thane, Non-Agricultural, situated within the limits of Ulhasnagar Municipal Corporation and bounded as under:-

To the East :- Back of said property & Road.

To the West :- Front Door of Room & Road.

To the North:- Room No.260 of Blk.No.A-130, Ulhasnagar-4.

To the South:- Room No.262 of Blk.No.A-131, Ulhasnagar-4.

SCHEDULE-II

(Details of Flat under Sale)

ALL that piece or parcel of the Residential use flat, admeasuring about _____ **Sq.ft.** (Carpet area), known as **Flat No._____** on _____ **Floor** of "**MANNAT AVENUE**" the construction which is in progress at C.D. hold land of **Room No.261** of **Blk.No.A-131** bearing **C.T.S. No.22917** shown in Survey **Sheet No.53**, Assessed by Ulhasnagar Municipal Corporation under **Property No.39DO008585300 (Old Property No.39/1899)** of **Ward No.39, Ulhasnagar-4**, District Thane, admeasuring about **250 Sq.yards** equivalent to 209.10 Sq.Meters, Taluka and Sub-District Registration Ulhasnagar, District Registration Thane, Non-Agricultural, situated within the limits of Ulhasnagar Municipal Corporation and bounded as under:-

To the East :- Back of said property & Road.

To the West :- Main Entrance Gate of Building & Road.

To the North:- Room No.260 of Blk.No.A-130, Ulhasnagar-4.

To the South:- Room No.262 of Blk.No.A-131, Ulhasnagar-4.

IN WITNESS WHEREOF, the Vendor/Builder herein and the Purchasers aforesaid have set their respective hands to this Agreement for Sale, on the place, date, month and year first mentioned hereinabove in the presence of the witnesses.

SIGNED AND DELIVERED BY THE WITHIN NAMED Vendor/Builder:

Signature:-

Shri Rajesh S/o Godhumal Dumbani

Partner of "RANAS CONSTRUCTION".

SIGNED AND DELIVERED BY THE WITHIN NAMED Purchasers:

1. Shri

Signature:-

2. Smt.

Signature:-

WITNESSES:-

1. Signature:-

Name:-

Age:-

Adhar Card No.

Address:-

2. Signature:-

Name:-

Age:-

Adhar Card No.

Address:-s