

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Navi Mumbai on this ____ day of, 2019

BETWEEN

D. K. GROUP BUILDERS AND DEVELOPERS THROUGH ITS PARTNERS MRS. VARSHA LALWANI & MR. NARESH LALWANI, having registered Office atDudhe Vitevari, Plot No.1, Shop No.12, Sector 3A, Karanjade, Tal. Panvel, Dist. Raigad 410206(hereinafter referred to as **“OWNERS / DEVELOPERS”**)(which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include their heirs, executors and administrators) of the **ONE PART**

AND

MR./MRS.an adult, Indian Inhabitant, residing at....., (hereinafter referred to as the **“PURCHASERS”**) (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) of the **SECOND PART**;

AND

(1) SHRI. DNYANESHWAR SHANKAR KARAVKAR, (2) SHRI. SANJAY SHANKAR KARAVKAR & (3) SHRI. TUKARAM SHANKAR KARAVKARall adults,Indian Inhabitants, residing atKolhi (Kopar), Post. Pargaon, Tal. Panvel, Dist. Raigad-410206, (hereinafter referred to as the **“CONFIRMING PARTY ”**) (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) of the **THIRD PART**;

WHEREAS –

1. The City and Industrial Development Corporation of Maharashtra Limited, a company incorporated under the Companies Act, 1956 (1 of 1956) hereinafter referred to as **“THE CORPORATION”**is the New Town Development Authority declared for the area

designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub Sections (1) & (3A) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as "THE SAID ACT").

2. The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Section 113 of the said Act;
3. The Corporation as a part of the development of Navi Mumbai has decided to establish an International Airport namely "Navi Mumbai International Airport" with the approval of the State and Central Government (hereinafter referred to as the "Project" which includes development of land for the purpose allied thereto).
4. It is appears that, except for land(s) already in possession of the Corporation, the remaining private land(s) required for the Project, were notified for acquisition before 01.01.2014 under the erstwhile Land Acquisition Act 1894 (hereinafter referred to as the "LA ACT", 1894") by the State Government.
5. Pursuant to section 108 (1) and 108 (2) of the LARR Act 2013 the State Government vide Govt. Resolution Urban Development Dept.No.cid-1812/CR-274/UD-10 dtd 1st March 2014 (hereinafter referred to as the "G.R. dated 01.03.2014") has, in lieu of monetary compensation provided for higher and better compensation in the form of developed plots to the land Owners whose lands are to be acquired for the project. Accordingly, the Corporation is obliged to allot a plot to the land Owners concerned if he has opted for compensation in the form of developed plot in lieu of monetary compensation.
6. It is observe that, there are some structures erected on the land already acquired and in possession of the Corporation. These structures are also required to be shifted due to the Project. The State Govt. vide Govt. Resolution of Urban Development Dept.No.CID-1812/CR-274/UD-10 dtd 28th May 2014 (hereinafter

referred to as the "G.R. dated 28.05.2014") has taken the decision to grant plots and other benefits to the concerned structure Owners for their resettlement as a Special Case in accordance with the Govt. Resolution Revenue and Forest Dept. No RPA-2014/CR-52/R-3 dtd 25th June 2014 (hereinafter referred to as the "G.R. dated 25.06.2014") the District Rehabilitation Officer has been Authorised to determine the eligibility of the structure Owners whose structures are situated on the land possessed by the Corporation and required to be shifted as stated hereinabove, with the approval of the Collector-Raigad. As per G.R. dtd 25.06.2014, the plots are to be allotted by the Corporation as per the applicable provisions of G.R. dated 01.03.2014. G.R. dtd 28.05.2014 and as per circular issued by the Corporation bearing no. "CIDCO / Vya. Sa. / Aa. Vi. Ta. / 2014" dated 19.09.2014 and determined by the District Rehabilitation Officer Raigad with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (Land Acquisition) as the case may be.

7. The CIDCO has issued the letter Allotment on dated 05/08/2015 and has agreed to allot the **PlotNo. 251, Totally Admeasuring 700 Sq. Mtrs. Situated at Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.-Raigad, to (1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar.**
8. **AND WHEREAS** the CIDCO acquired the land of **(1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar** in its process for development. The Corporation laid down plots at village-Vadaghar, Pushpak Node, in its Punarvasan Scheme at **PlotNo. 251, Totally Admeasuring 700 Sq. Mtrs. Situated at Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.-Raigad,** (hereinafter referred to as "**the Said Plot**") on such piece of the land so acquired by the State Government & vested in the Corporation for being leased to its intending Lessee.
9. By virtue of Agreement to Lease executed on dated 30th day of July, 2018 & duly registered before the Sub Registrar of

Assurances at Panvel 4 vide Doc. Sr. No. PVL4-9468-2018, on dated 02/08/2018, made and executed between City Industrial Development Corporation of Maharashtra Ltd., (hereinafter referred to as “**the said Corporation**”) of the **ONE PART AND (1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar**, (hereinafter referred to as “**the Original Licensees**”), of the **OTHER PART**. The Corporation granted lease of the said Plot to the Original Licensees for a period of 60 years.

10. The Developers have agreed to develop the **Plot No. 251**, Totally **Admeasuring 700 Sq. Mtrs.** Situated at **Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.-Raigad**, as per terms and conditions agreed upon between them in development agreement. It is mutually agreed upon both the parties that the Land Owners **(1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar** (“the Original Licensees”), will be entitled for 50% : 50% of total proposed construction area on the said plot.
11. **WHEREAS** the Original Licensee/ Land Owners want to assign the development right in favour of **D. K. Group Builder & Developers Through Its Partners Mrs. Varsha Lalwani & Mr. Naresh Lalwani**, (“the Developers”). By virtue of Development Agreement executed on dated **8th February 2019** between **(1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar** (“the Original Licensees”), & duly registered before the Sub Registrar of Assurances at Panvel Vide Doc. No. PVL-4-1487/2019. on dated 08/02/2019.
12. **WHEREAS** as per development agreement it is mutually agreed between **D. K. Group Builder & Developers Through Its Partners Mrs. Varsha Lalwani & Mr. Naresh Lalwani**, (“the Developers”) And **(1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar** (“the Original Licensees”) are entitled for 50% of total proposed construction area & the Developers will be

entitled for 50% of the total proposed construction area on **PlotNo. 251,**

13. The commencement certificate has been issued by CIDCOLtd., by its letter bearing No. CIDCO / BP – 16627 / TPO (NM & K) / 2019 / 4842, on dt. 12/06/2019, in favour of **(1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar**("the Land Owners").
14. The Owners / Developershave agreed to complete the construction work on the said Plot in the name of **"VARAPRADAA APARTMENT"**(hereinafter referred to as "the said Building") as per the approved plan & commencement certificate.
15. The purchaser/s hereby agrees to acquire the said Flat/shop bearing No. _____on _____ floor in _____ wing having a carpet area of _____ Sq. Mtrs. and undivided proportionate share in the common area such as common passage, staircase, lift, terrace area, meter room, underground tank, overhead tank stilt area and common facilities provided in the said building for the total consideration of Rs._____/ - (Rupees_____only) plus other deposit /charges, the description of the Flat is more clearly described in the Second Schedule hereunder written.
16. The purchaser/s has/have agreed to pay price/consideration in respect of the said Flat/Shop in accordance with the provision of the construction, sale, Management & Transfer act, 1963, and in accordance with the progress of the construction work.
17. By executing this Agreement the purchaser/s has/have accorded his/her/their consent as required under Section 9 of MAHARASTRA OWNERSHIP FLATS (regulation of Promotion, Sale, management & Transfer) Act 1960, whereby the Owners/Developers will be entitled to mortgage or create charge on any Flat/ Shop which is not hereby agreed to be sold by the Owners/Developers.
18. By Executing this Agreement the Purchasers/s has/ have accorded his / her / their consent whereby the owner / Developer will be entitled to make such alterations in the structures in

respect of the said Flat / Shop agreed to be Purchased by the Purchaser/s in the said Building as may be necessary and expedient in the opinion of their Architect / Engineer provided that such alteration/modifications are approved by the CIDCO / Planning Authority. The Owners / Developer expects to complete the construction of the said building on the said land by _____ or by such further date as may be necessary. In the event of any unforeseen circumstances beyond the control of the Owner / Developer, the time for completion of the project may be suitably extended.

19. The Owner/ Developer intends that the various purchasers of Flat / Shop themselves form a Co-operative Housing Society and would take over the said Plot/s together with the building standing thereon in accordance with provisions of Maharashtra Ownership Flat Act.
20. The Owners/Developers has given inspection of the following documents and purchaser has taken full, free and complete inspection of the same and the purchaser has expressed satisfaction in respect thereof and has agreed not to raise any objection hereafter.
 - i. Allotment Letter issued by CIDCO Ltd, Vide its Bearing ref. No. CIDCO / AVIT / PUNARSTHAPANA / KOLHI / 2015 /3268, to the Land Owners i.e. (1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar on dated 05/08/2015.
 - ii. Agreement to Lease dated 30th day of July, 2018 executed between City Industrial Development Corporation of Maharashtra Ltd. "The Corporation" And (1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar "The Original Licensee".& duly registered before the Sub Registrar of Assurances at Panvel 4 vide Doc. Sr. No. PVL4-9468-2018, on dated 02/08/2018.
 - iii. Development Agreement dt. 8th February 2019, between the said Developers i.e. D. K. Group Through Its Partners

Mrs. Varsha Lalwani & Mr. Naresh Lalwani, And (1) Shri. Dnyaneshwar Shankar Karavkar, (2) Shri. Sanjay Shankar Karavkar & (3) Shri. Tukaram Shankar Karavkar ("The Original Licensee" & duly registered before the Sub Registrar of Assurances at Panvel Vide Doc. No. PVL-4-1487/2019. On dated 08/02/2019.

- iv. Commencement certificate ref. No. CIDCO / BP – 16627 / TPO (NM & K) / 2019 / 4842, on dt. 12/06/2019,
- v. Title Certificate issued by Advocate Mrs. Swati Palande dtd. 23/02/2019

21. The Owners / Developers have agreed to provide/procure the amenities to the purchaser/s as set out in the Annexure- I hereunder written subject to the provision of this Agreement Annex-I.

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

1. The Owners/Developers shall construct building known as **"VARAPRADAA APARTMENT"** on Plot No. **251**, Situated at **Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.-Raigad**, as per the plans, designs and specifications, inspection and approved by the purchaser/s with such variations and modification as the Owners/Developers may consider necessary or as may be required by any public authority to make in any of the flat. The Purchaser/s hereby consents to such variation. The Purchaser/s has/have prior to the execution of the Agreement satisfied herself/himself/themselves about the title of the Owners/Developers of the said Plot and no requisition or objection shall be raised upon the Owners/Developers in any matter relating thereto.
2. The Purchaser hereby agrees to acquire the said flat bearing No. _____, admeasuring about _____ Sq. Mtrs. Carpet area & _____ Sq. Mtrs. of F.B. area + C. B. area + Terrace area on the _____ Floor (hereinafter referred to as "the said Flat") in the said building known as **"VARAPRADAA APARTMENT"** on

PlotNo. 251, Situated at **Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.- Raigad**, and more particularly described in the Second Schedule hereunder written for the lump sum price of Rs. _____/- (Rupees _____only).

3. The purchaser/s shall pay to the Owners/Developers the sum of Rs. _____/- (Rupees _____ only) on and before the execution of this Agreement as the earnest money (the payment and receipt whereof the Owners/Developers hereby admit and acknowledge) and the balance of the purchase price be paid in the manner as specified below.
4. The Purchaser/s hereby agrees' to pay to the Owners/Developers the said purchase price of Rs. _____/- in the following manner:-
 - (a) Rs. _____/- To be paid on or before execution of this Agreement.
 - (b) Rs. _____/- On Completion of Plinth
 - (c) Rs. _____/- To be paid when the First slab is cast.
 - (d) Rs. _____/- To be paid when the Second slab is cast.
 - (e) Rs. _____/- To be paid when the Third slab is cast.
 - (f) Rs. _____/- To be paid when the Forth slab is cast.
 - (g) Rs. _____/- To be paid when the Terrace slab is cast.
 - (h) Rs. _____/- To be paid on completion of the External/Internal brick work.
 - (i) Rs. _____/- To be paid on completion of the Internal plastering work.
 - (j) Rs. _____/- To be paid on completion of the External plastering work.

- (k) Rs. _____ /- To be paid on completion of Flooring work.
- (l) Rs. _____ /- To be paid on fixing shutters for doors and windows.
- (m) Rs. _____ /- To be paid on completion of plumbing work.
- (n) Rs. _____ /- To be paid on completion of Electrical work.
- (o) Rs. _____ /- To be paid prior to giving possession other said premises.

Rs. _____ /-

Rupees: _____

5. The Purchaser/s shall agree to pay to the Owners/Developers the purchase price of Rs. _____ /- (Rupees _____ only) as per the payment schedule set out above. If the Purchaser/s commits default in payment of any of the installment aforesaid on their respective due dates (time being essence of the contract), and/or on committing breach of any of the terms and conditions herein contained, the Owners/Developers shall be at liberty to terminate this agreement. On the Owners/Developers terminating this agreement under this clause, the Owners/Developers shall be at liberty to sell the said flat to any other persons, as the Owners/Developers may deem fit at such price as the Owners/Developers determines and the Purchaser/s shall not be entitled to question such sale or to claim any amount whatsoever from the Owner/Developer. The amount received till the date of termination of the agreement will be refunded to the Purchaser/s after deducting 20% (twenty percent) of the total agreement value of the flat and the total interest payable due to delayed payments of the previous installments till the date of cancellation by the Owners/Developers to the Purchaser/s only after the Owners/Developers have disposed off/ sold the said flat to any other Purchaser/s.

6. The above purchase consideration/price does not include the following charges:
 - A) Infrastructure development charges, land and development building development charges and drainage charges & development charges and any other charges or deposits payable to any authority concerned.
 - B) Electricity connection charges, service charges of Electric connection, Electric sub-station, Electrical Connection Deposits & Electric Meter Charges.
 - C) Water connection and resources development charges, water connection deposit and meter charges.
 - D) Legal charges for documentation.
 - E) Transfer fees payable to CIDCO Ltd. & transfer charges/fees for transfer of Land from owner to society.
 - F) Stamp duty, registration and other charges payable with respect to this agreement to the concerned authorities.
 - G) Service Tax, VAT, GST, any other taxes, cessess shall be levied or become livable by CIDCO, any other government authorities and also such other charges, escalations imposed by CIDCO or any other Government authorities.
 - H) Society formation Charges.
7. The Owners/Developers shall in respect of any amount unpaid by the Purchaser/s under this agreement have a first lien and/or a charge on the said flat agreed to be acquired by the Purchaser/s.
8. Any delay or indulgence by the Owners/Developers in enforcing the terms and conditions of this agreement or forbearance of their part or giving extensions of time by the Owners/Developers to the Purchaser/s for payment of purchase price in installment or otherwise, shall not be construed as a waiver on the part of the Owners/Developers of any breach of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owner/Developer. Without prejudice to the Owner/Developer's right under this Agreement and/or in law, the

Purchaser/s shall be liable to pay, the delay payment charges at the rate of **21 %** (Twenty One percent) per annum on all amount due and payable by the Purchaser/s under this agreement. (If such amount remains unpaid for 15 (Fifteen) days after its due date/demand).

9. The Owners/Developers shall not be liable for any loss, damage or delay due to M.S.E.B. Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent issuance of Occupancy Certificate & water connection and drainage connection and for using/occupying the said flat.
10. The Purchaser/s is aware and the Purchaser/s expressly agrees that the parking spaces in the compound of the said building(s) and under the stilts in the compound shall exclusively belong to Owners/Developers only. The Owners/Developers shall be entitled to allot the parking spaces to the Purchaser/s of the said flat on first come first serve basis and the Purchaser/s herein shall not be entitled to car parking spaces whether open or under stilt without allotment letter for the same.
11. On getting the occupancy certificate, the Owners/Developers shall be at liberty to hand over possession of the said flat to the Purchaser/s even though permanent electricity and water connection are not sanctioned by the respective authorities. The Purchaser/s shall not be entitled to make any claim/demand on the Owners/Developers for the delay in getting the permanent electric and water connection. On the Owners/Developers offering possession of the said flat to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water.
12. Possession of the said flat shall be delivered by the Owners/Developers to the Purchaser/s by the end of _____. The Owners/Developers shall not incur any liability if they are unable to deliver possession of the said flat by the date aforesaid if the completion of the building is delayed by reasons of non-availability of steel or cement or such other material or by reasons of war, civil commotion or act of God or if non-delivery of possession is a result of any notice, order, rules,

notification of the government, court of law and/or delay in electricity, water & drainage connection from the concerned authorities or for any reasons unforeseen or beyond the control of the Owners/Developers or due to force majeure. The Owners/Developers shall further be entitled to extension of time for giving delivery of the Flat on the aforesaid date, on account of any delay on the part of Local Authority to give Occupation/Completion Certificate after completing the construction of the building by the Owner/Developer.

13. Upon possession of the said flat being delivered to the Purchaser/s he shall be entitled to the occupation of the said flat. The Purchaser/s shall have no claim against the Owners/Developers in respect of any items of work in the said flat commencing a week after notice is given by the Owners/Developers to the Purchaser/s that the said flat ready for use and occupation. The Purchaser/s shall then be liable to bear and pay all taxes and charges for electricity and other services and outgoing payable in respect of the said flat from the date from which the Owners/Developers obtain the Occupancy Certificate from the Corporation.
14. The Purchaser/s shall have no claim, save and except in respect of the particular flat hereby agreed to be acquired i.e. to any open spaces, etc which will remain the property of the Owners/Developers until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such condition and covenants as the Owners/Developers may impose.
15. It is expressly agreed between the Owners/Developers and the Purchaser and the Purchaser confirms that the Owners/Developers is entitled to use the additional F.S.I. and/or development rights likely to be received by the Owners/Developers for the said Plot and in the event of the Owners/Developers receiving such additional F.S.I. and/or development rights, the Owners/Developers shall be entitled to construct either additional floor or floors on the said building, or any part thereof or construct any additional structure on the said property in the open compound as may be permissible either as Annex Building or as an Independent Building as the

Owners/Developers may in his absolute discretion think fit and proper and in the aforesaid event the Owners/Developers shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors of buildings or structures for such consideration to such party as the Owners/Developers may desire without reference or recourse or consent of the Purchaser, and the Purchaser unconditionally agrees and confirms not to dispute or object to the same. The right hereby reserved by the Owners/Developers shall be available to him even after the society or Condominium or a Limited Company is formed of the Flat Purchaser.

16. The Purchaser/s agree(s) and binds himself/ herself to pay maintenance charges regularly every month by the 5th (fifth) of each month to the Owners/Developers until the lease or the transfer of the property is executed in favour of the co-operative society or limited company or other legal body as the case may be the proportionate share that may be decided by the Owners/Developers or co-operative society or limited company or legal body as the case may be in the following outgoing:
 - A. All municipal assessment bills/service charges and taxes and outgoing that may from time to time be levied against the said plot and/or building, water taxes and other charges.
 - B. Outgoing for the maintenance and management of the building, common light and other out going and collection charges incurred in connection with the said plot.
17. The above purchase **price does not include** the following charges:
 - A. Stamp duty and Registration fees pertaining to the flat/unit.
 - B. Legal charges for documentation.
 - C. Service Tax, VAT, GST, Works Contract Tax, impositions and or any other taxes, cess and charges that shall be levied or become livable in future by CIDCO or any other Government authorities and also such other charges, escalations imposed by CIDCO or any other semi

government or state Government or Central Government authorities or statutory or bodies.

- D. The abovementioned charges are paid by the Purchaser/s to the Owners/Developers before taking the possession of their unit/flat, if the Purchaser/s fails to pay any dues, in that case the Owners/Developers shall have the full right and liberty to hold the possession until the dues are not fully paid by Purchaser/s.
18. It is agreed by the purchaser that if such flat is not purchased or occupied by any person other than the Owners/Developers and at the time the Owners/Developers is ready for part occupation/occupations, the Owners/Developers will be deemed to be the owner thereof until such flats are agreed to be sold by the Owner/Developer. The Purchaser/s shall from the date of possession maintain the said flat at his own cost in a good and tenantable condition and shall not do or suffer anything to the said Building in which the flat is situated or to the said flat, staircase and common passages which may be against the rules or bye laws of the corporation, Owner/Developer, co-operative society or limited company or such other legal body as the case may be. No structural / architectural alteration /modification/ changes shall be carried out by the Purchaser/s to the flat. The Purchaser/s shall be responsible for breach of any rules and regulation as aforesaid.
19. So long as each Purchaser/s in the said Building shall not be separately assessed, the Purchaser/s shall pay proportionate part of the assessments, taxes, cesses etc to the co-operative society or to limited company or the legal body, as the case may be whose decision shall be final and binding upon the Purchaser/s.
20. The Purchaser/s shall not at any time demolish or cause to be demolished the said flat or any part thereof nor at anytime make or cause to be made any additions or alterations of whatsoever nature to the said flat. The Purchaser/s shall not permit the closing of verandah or lounges or balconies or terrace or make any alteration in the elevation and outside colour scheme of the flat to be acquired by him/her/them.

21. The Purchaser/s shall not store in the said flat any goods of hazardous or combustible nature which tend to effect the construction or the structure of the said building or cause damages to the occupants of the building.
22. The Purchaser/s shall carry at their own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Owners/Developers to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or to the said Flat, which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
23. Till a conveyance of building in which Flat is situated is executed the Flat Purchasers shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
24. The Purchaser expressly agrees and confirms that the said Building shall always be known as **“VARAPRADAA APARTMENT”**. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the Building however shall not be changed under any circumstances and failure to abide by this condition, shall amount to a material breach by the Purchaser.
25. The Purchaser/s shall be bound from time to time to sign all paper and document with regard to the formation of the co-operative society or limited company and/or legal body and to do all the other things as the Owners/Developer may require him/her to from time to time for safeguarding the interest of the Owners/Developer and of other Purchaser/s of the other flat in the said building. Failure to comply with the provision of the clause will render this Agreement ipso facto null and void.

26. Upon formation of the co-operative society, limited company or legal body and in completion of the building on the said plot of land, the Owners/Developers shall execute the necessary assignments/Transfer in favour of such co-operative society, limited company or legal body. The stamp duty, registration fees, legal charges shall be borne and paid by the Purchaser/s proportionately.
27. Provided it does not in any way effect or prejudice the rights of the said flat, the Owners/Developer shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said plot and in the building to be constructed thereon.
28. The Purchaser/s shall not let, sub-let, transfer or assign or part with possession of the said flat without the prior consent in writing of the Owners/Developer until all the dues payable by her/him to the Owners/Developer under this agreement are fully paid. The Purchaser/s and the persons to whom the said flat is let, sub-let, transferred, assigned or given possession or, shall from time to time sign all application, papers and documents and do all acts, deeds and things as the Owners/Developer and/or the co-operative society or limited company and or legal body as the case may require for safeguarding the interest of the Owners/Developers and or the other is in the said building.
29. The Purchaser/s and the person to whom the said flat is let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws, rules and regulations which the co-operative society or limited company at the time of registration may adopt and all the provisions of the memorandum and articles of association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said flat and all the rules and regulations and the bye-law for the time being of the corporation or local authority or government or other public bodies. The Purchaser/s and the persons to whom the said flat is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulated conditions laid down by such co-operative society or limited company or legal body as the case may be regarding the occupation and punctually towards the

payment of taxes or expenses or other outgoings in accordance with the terms and conditions of this agreement.

30. Subject to what is mentioned in clause nos. 23 and 24, the Owners/Developer will form a co-operative society or limited company or legal body after having sold all flats to the Purchasers. All the Purchasers shall extend their necessary co-operation in the formation of the co-operative society or the limited company. On the formation of co-operative society or limited company or legal body, the rules and regulation framed by them shall be binding on the Purchaser/s.
31. The Owners/Developers' advocate shall prepare and/or approve the documents to be executed in pursuance of this agreement and also bye-laws of the co-operative society or the memorandum and articles of association of the limited company or of the legal body. His cost shall be borne and paid by the Purchaser/s proportionately.
32. The stamp duty and registration charges and other charges incidental to this agreement for sale shall be borne and paid by the Purchaser/s only.
33. In case any security deposit or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other appropriate connection to the said building the same shall be payable by the Purchaser/s in proportionate share and the Purchaser/s agrees to pay on demand to the Owners/Developer his/her of such deposits/charges.
34. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the corporation, government and/or any other public authority in respect of the said plot and/or building the same shall be the responsibility of the Purchaser/s of the said building and the same shall be borne and paid or reimbursed by all the Purchaser/s in proportionate share.
35. The Owners/Developer shall have a right until execution of the transfer/assignment in favour of the proposed co-operative society company or legal body to make additions, alteration of

structure as may be permitted by the corporation and other competent authorities. Such additions, unsold flat, structures will be the sole property of the Owners/Developer who will be entitled to dispose off the same in any way they choose and the Purchaser/s hereby consent to the same.

36. The unsold terrace of the building including the parapet wall shall always remain the property of the Owners/Developer and the Owners/Developer shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the Owners/Developer shall be exclusively entitled to the income that may be derived by display of the said advertisement(s). The agreement with the Purchaser/s of the other flat in the said building shall be subject to the aforesaid right of the Owners/Developer who shall be entitled to use the unsold terrace including parapet wall and the walls and the water tank therein for any purpose including the display of advertisement and signboard.
37. It is expressly agreed and confirmed by the Purchaser/s that the terrace which are attached to the respective flat will be exclusive possession of the said Purchaser/s of the said flat and other Purchaser/s will not in any manner object to the Owners/Developer selling the flat with and attached terrace with exclusive rights of the said Purchaser/s to use the said terrace.
38. The Purchaser/s shall maintain at his/her own cost the said flat agreed to be acquired by him/her/them and shall abide by all the bye-laws, rules and regulation of the Government of Maharashtra, M.S.E.B. Co. Ltd., corporation and any other authorities and local bodies and shall attend to, answer and be responsible to observe and perform all the terms and conditions contained in this agreement.
39. All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post and/or under certificate of posting at his address specified below:

Address: _____

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40. The Purchaser/s shall lodge this agreement with sub- registrar of assurances at Panvel, Dist.-Raigad and intimate well in advance to the Owners/Developer the number under which the agreement is lodged for registration and their particulars of lodging.
41. This Agreement shall always be subject to the terms and conditions of the aforesaid Development agreement and of the agreement to lease and also the lease to be granted by the corporation and/or the government of Maharashtra and/or any other authority.
42. The Purchaser/s hereby agree to pay the Owners/Developer the stamp duty and registration charges pertaining to this agreement and also to bear and pay charges that may have to be paid in respect of the lease deed/deed of assignment to be executed by the corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Purchaser/s of the flat in the said building.
43. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the corporation charges any premium and/or any other amount for the purpose of execution of the deed of lease by the corporation in respect of the said plot and the building constructed/to be constructed thereon in favor of the co-operative society or limited company or other legal body or if such deed of lease is already executed in favor of Owners/Developer and if any premium or any other amount is required to be paid to the corporation for the purpose of obtaining the permission for execution of the deed of assignment/transfer of the said lease by the Owners/Developer in respect of the said plot and the building constructed/ to be constructed thereon in favour of such co- operative society or limited company or other legal body, then such premium amount shall be borne and paid by the Purchaser/s proportionately. In order to enable such co-operative society or limited company or other legal body to make payment of any premium and / or any other amount that may be demanded by the corporation as aforesaid, the purchaser/s hereby agree and bind himself to pay such co- operative society or limited company or other legal body, her/his/their share in

such premium and/or amount payable to the corporation in proportion to the area of the flat in the said building.

44. The Purchaser/s hereby covenants to keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building other than his own flat.
45. The Purchaser/s shall at no time demand partition of his/her/their interest of his flat in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartibly and it is agreed by the Purchaser/s that the Owners/Developers shall be liable to execute any document for that purpose in respect of the said flat in favour of the Purchaser/s.
46. The Owners/Developers shall not-be liable to pay any maintenance or common expenses in respect of the unsold flat in the said building save and except the municipal assessment taxes or charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority.
47. The Purchaser/s hereby gives his/her express consent to the Owners/Developers to raise any loan against the said plot and/or the said building under construction and to mortgage the same with any bank(s) or any other financial institutions or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Owners/Developers at his own expense on or before the formation of the co-operative society, limited company or other legal body.
48. The Owners/Developers shall not be bound to carry out any extra additional work for the Purchaser/s without there being a written acceptance by the Owners/Developers to carry out the said additional extra work for the Purchaser/s which again shall be at the sole discretion of the Owner/Developer, if the Owners/Developers have agreed to do any additional extra work for the Purchaser/s, the Purchaser/s shall deposit the amount within 7 (seven) days from the date when the Owners/Developers

inform the Purchaser/s the estimated cost for carrying out the said additional extra work. If the Purchaser/s fails to deposit the estimated cost for carrying out the said additional extra work of the Purchaser/s agreed to be carried out by the Owner/Developer, then the Owners/Developers shall not be liable to carry out the additional/extra work in the flat of the Purchaser/s.

49. The Purchaser/s undertake to pay increase in 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.
50. The Owners/Developers has provided a recreational space on the first floor of the building. This area accommodates the society office which has been approved by CIDCO Ltd. This society office shall be-handed over to the society at the time of conveyance, free of cost to the society, after accommodating the society office. The stilt area is meant for outdoor recreation and at no point of time be encroached upon by the society. In the event of encroachment, CIDCO is liable to take action against the society. This clause shall be binding on the entire society members.
51. The Purchaser(s) undertakes that in the event of any service tax, works contract tax, value added tax (vat), goods and service tax etc., and any other imposts/impositions are levied or livable in future by the central government or semi government or any statutory authorities or bodies in respect of the agreement for sale and/or the purchase price and consideration payable under the said agreement and/or in respect of the said premises, then on such event, flat Purchaser/s undertakes that within 10 (ten) days of a written demand made on them by Owner/Developer, he/she/they shall pay such amount of service tax/VAT/GST/imposts/impositions or tax by whatever name it shall be called with interest (as the case may be) in addition to the installment of the purchase price, without any delay or demur and further covenants to indemnify and keep the Owners/Developers fully indemnified in respect of the non-payment or delay payment thereof. The purchaser(s) further undertake that he/she/they shall not withhold the above payment of service tax, VAT, or any taxes for any reason whatsoever. The terms of this clause shall be of the essence of these agreements,

and shall be essential term of this agreement, and non-payment of any of such amounts / sums shall be treated as a serious breach of the agreement, undertaking and covenant by the purchaser(s).

52. The provisions of this agreement have been read and fully understood by the Flat Purchaser hereto.

FIRST SCHEDULE

Description of the property

All that piece and parcel of land bearing **PlotNo. 251**, Totally **Admeasuring 700 Sq. Mtrs.** Situated at **Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.- Raigad**, or thereabout and bounded as follows:

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

SECOND SCHEDULE

Description of the Flat

Right, title, interest and ownership of Flat bearing no. _____, admeasuring about _____ Sq. Mtrs. Carpet area & _____ Sq. Mtrs. of F.B. area + C. B. area + Terrace area on the _____ floor of building known as "**VARAPRADAA APARTMENT**" consisting ground + _____ upper floor building to be constructed on bearing **PlotNo. 251**, Situated at **Sector No. R-3, Village- Vadghar Pushpak Node, Navi Mumbai, Tal. Panvel & Dist.-Raigad**,.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

By the within named “**OWNER / DEVELOPER**”

D. K. GROUP BUILDER & DEVELOPERS

THROUGH ITS PARTNERS

MRS. VARSHA LALWANI

PAN NO.

&

MR. NARESH LALWANI

PAN NO.

In the presence of

1) _____

2) _____

SIGNED, SEALED & DELIVERED

By the within named “**PURCHASER / S**”

MR / MRS._____

PAN NO.

&

MR / MRS._____

PAN NO.

In the presence of

1) _____

2) _____

SIGNED, SEALED & DELIVERED

By the within named “**CONFIRMING PARTY**”

(1) SHRI. DNYANESHWAR SHANKAR KARAVKAR,

(2) SHRI. SANJAY SHANKAR KARAVKAR &

(3) SHRI. TUKARAM SHANKAR KARAVKAR

In the presence of

1) _____

2) _____

