

AGREEMENT FOR SALE OF FLAT

ARTICLES OF AGREEMENT made and entered in to at **DOMBIVLI** on this day of, 2016.

BETWEEN

M/s SHIV GANESH BUILDERS & DEVELOPERS, a partnership firm represented by and through its one of the Partners (1) **SHRI SANDEEP SHAMRAO KULKARNI**, age - 50 years, occupation - business, (**PAN NO. AFSPK 4866 R**), residing at Building no. 1, A / 202 / 203, Ziprya Arcade, Kumbharkhanpada, Subhash Cross Road, Near Model English School, Dombivli (West) - 421 202, Taluka - Kalyan, District - Thane (2) **SHRI BILAS JAMUNAPRASAD JAISWAL**, age - 49 years, occupation - business, residing at Bunglow no. 5, Yashoda Villa, Mahatma Phule Road, Opposite Maratha Mandir Hall, Dombivli (West)-421 202, Taluka - Kalyan, District - Thane, hereinafter referred to as the '**DEVELOPERS**' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators, partners and assigns) of the party of the **FIRST PART**;

AND

1) **SHRI** / **SMT**.....

 Age years, occupation, (2) **SHRI** / **SMT**.

 Age years, occupation -, residing at

 hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / her / their heirs, executors, administrators and assigns) of the party of the **SECOND PART**;

WHEREAS the property being Old Survey No. 229, Hissa No. 3 (part), New Survey No. 4, Hissa No. 3 (part), admeasuring 530 sq. yards (equivalent to 443.30 sq. mtrs.) with corresponding C.T.S No. 5812 to 5826, lying and situate at village - Navagaon, Taluka - Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within jurisdiction of Sub - Registration District - Kalyan and Registration District -Thane, are owned by Shiv Ganesh Sadan Co - operative Housing Society Ltd.,. (The above property is hereinafter referred to as '**said Property**').

AND WHEREAS the building standing on the said property of the society was in dilapidated condition and, therefore, the said society passed resolution on 25.11.2013 in their General Body Meeting and decided to assign the said property for re - development by demolishing

old buildings and constructing new building and the society followed and complied all the formalities and requirements of the re-development of the property and accepted the offer of the said developers and agreed to assign development rights of the said property to the said developers for re - development of the said property on the terms and conditions agreed between them.

AND WHEREAS under the Registered Development Agreement dated 30.12.2013 & Power of Attorney dated 30.12.2013 executed by the said society and the said Developers and the said society assigned development rights of the said property to the developers and the developers have acquired development rights in respect of the said property from its owners i.e. the society upon the terms and conditions more particularly set out there under and both the documents which have been duly registered with the office of Sub – Registrar, Kalyan – 5 under serial nos. KLN 5 / 6853 / 2013 and KLN 5 / 6854 / 2013 respectively both dated 30th December, 2013.

AND WHEREAS on the basis of the above mentioned deeds and documents, the Developers have acquired right to re - develop the said property by constructing multistoried building thereon as per their choice and desire and as per the sanction plan and permission of Kalyan Dombivli Municipal Corporation.

AND WHEREAS the said Developers herein have appointed Architect to get the construction permission and plans approved from Kalyan - Dombivli Municipal Corporation and the Developers have entered into a standard agreement with an Architect registered with Council of Architects and the said agreement is as per the agreement prescribed by Council of Architects.

AND WHEREAS the Developers have appointed Structural Engineer for preparation of structural design and drawings of building and the Developers have accepted the professional supervision of the Architect and structural engineer till the completion of the said building.

AND WHEREAS by virtue of the said Development Agreement and Power of Attorney, total 21 units by way of flats and shops are agreed to be allotted to the members of the said society and the remaining flats and shops / entire commercial area on ground floor agreed to be retained by the Developers and they have the sole and exclusive right to sell the said remaining flats / shops / commercial area on ground floor and to enter into an agreement with the Purchaser/s of the said flats / shops / commercial area and to receive the sale price in respect thereof.

AND WHEREAS the Developers are executing this agreement in respect of the flats / shops / commercial area retained by the Developers for them to sell it to the prospective purchaser.

AND WHEREAS the Purchaser / s demanded from the Developers and they have given to the Purchaser inspection of all the documents of

title relating to the said land, the said agreement, plans, designs and specifications prepared by Developer's / Promoter's Architect and such other documents as specified under the Ownership Flats Act.

AND WHEREAS the Kalyan Dombivli Municipal Corporation has issued I O D vide no. **KDMC / NRV / BP / DOM / 2014 – 15 / 22** dated **13.08.2014** in respect of the construction of building on the said property and for obtaining N A permission from the concerned authorities.

AND WHEREAS the Developers have got approved from Kalyan - Dombivli Municipal Corporation the plans, specifications, elevations, Section and details of the said building as per the plan approved and construction permission granted by the Kalyan - Dombivli Municipal Corporation vide Construction permission No. **KDMC / NRV / BP/ DOM / 2014 - 2015 / 22 / 198** dated **26.08.2016**.

AND WHEREAS while sanctioning the said plans, Kalyan - Dombivli Municipal Corporation has laid down certain terms and conditions which are to be observed and performed by the Developers while developing the said land and constructing the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by concerned local authority.

AND WHEREAS the said property is not coming under the provisions of Urban Land Ceiling Act as it is excluded from the said Act as the said Act has been repealed by the Central Government and the Urban Land (Ceiling & Regulation) Repeal Act, 1999 passed by the Parliament has been adopted by the Government of Maharashtra vide Gazette dated 6th December, 2007 / Agrahayan 15, 1929 and the said property is also within limits as prescribed under the said Act.

AND WHEREAS the Developers have accordingly commenced construction of the building/s in accordance with the said sanctioned plan and permission of Kalyan Dombivli Municipal Corporation.

AND WHEREAS the Purchaser approached the Developers with the request to sell the flat no. _____ on _____ floor, in A / B wing, admeasuring about _____ sq. ft. built up i.e. sq. ft. carpet (equivalent to Sq. mtrs.) and attached open terrace of _____ sq. ft. in ` **SHIV GANESH SADAN CO - OPERATIVE HOUSING SOCIETY LIMITED** ' and the Developers agreed to sell and the Purchaser agreed to purchase the said flat as upon the terms and conditions and in the manner hereinafter appearing.

AND WHEREAS the copies of the certificate of the title issued by the Advocate of the Developers, copies of property card or any other relevant record showing the nature of the title of the Owner / Developers to the said land on which the building is constructed or is to be constructed and the copies of the plans and specification of the flat

agreed to be purchased by the Purchaser, approved by the concerned local authority have been annexed hereto.

AND WHEREAS relying upon the said Act under Section 4 of the Ownership Flat Act, the Developers are required to execute a written Agreement for sale of the Premises to the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act.

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

1. The Developers shall construct the said building / s consisting of ground and upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen, approved by the Purchaser with only variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them.

PROVIDED THAT the Developers shall have to obtain prior consent in writing of the Purchaser / Society in respect of such variations of modifications which may adversely affect the flat etc. of the Purchaser.

2. The Developers herewith declare that the flat agreed to be sold to the Purchaser under the said agreement is the flat agreed to be allotted to the purchaser free of cost being the purchaser old member of the society in the old building on the said property.
3. The Purchaser hereby agree to purchase from the Developers and the Developers hereby agree to sell to the Purchaser flat no. on floor, in A / B wing, admeasuring about _____ sq. ft. built up i.e. sq. ft. carpet (equivalent to sq. mtrs.) in '**SHIV GANESH SADAN CO-OPERATIVE HOUSING SOCIETY LIMITED**' building (which is inclusive of the area of balconies, flower bed) plus attached open terrace sq. ft. as shown in the plan hereto annexed in the said building (hereinafter referred to as **THE SAID FLAT**) free of cost as mentioned above. That as per the rate fixed by and between the parties as mentioned above the total consideration of the said flat is calculated at Rs. /- (Rupees) which is agreed to be paid by the Purchaser to the Developers including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common / limited common areas and facilities which are more particularly described in the Schedule hereunder written.

- a) 20 % on the execution of this agreement.
- b) 15 % on construction of plinth level.

- c) 5 % on casting of first R. C. C. slab.
- d) 5 % on casting of second R. C. C. slab.
- e) 5 % on casting of third R. C. C. slab.
- f) 5 % on casting of fourth R. C. C. slab.
- g) 5 % on casting of fifth R. C. C. slab.
- h) 5 % on casting of sixth R. C. C. slab.
- i) 5 % on casting of seventh R. C. C. slab.
- o) 10 % on completion of brick masonry.
- p) 10 % on completion of external and internal plaster.
- q) 8 % on completion of tiling and flooring.
- r) 2 % at the time of possession.

4. The time is the essence of contract in respect of payment of consideration to the Developers by the Purchaser as per the agreed terms of said agreement. If the purchaser commits default in payment of consideration as per the installment mentioned hereinabove, then the Purchaser shall be liable to pay interest on the defaulted and balance amount @ 18 % per annum from the date of liability of payment till actual payment.

If the Purchaser fails to make payment even after demand of amount by the Developers, then the Developers shall have a right to cancel and terminate the agreement executed with the Purchaser by giving in advance 15 days notice and time period of 15 days for the payment of the balance amount with interest and if the Purchaser even then fails to make the payment, the Developer's right of termination of agreement by giving notice shall become final. In case of such termination, the Developers shall refund the amount received by them from the Purchaser without interest by cheque. The said cheque shall be sent to the Purchaser by registered post a/d, if not received personally. In such case of termination, the Purchaser shall not claim any right on the said flat and the Developers shall have a right to dispose off the said flat to other Purchaser.

5. The Purchaser has gone through the Development Agreement, Power of Attorney and Supplementary Agreement executed by the society for re – development of the property with the Developers herein. The terms and conditions in the said documents have been read by the Purchaser and the Purchaser is agreeable with the same.
6. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser, apply for obtaining from the concerned local authority, occupation and / or completion certificate in respect of the premises.

7. The parties herewith declare that the Co - operative Housing Society is already existing and the purchaser herein shall be admitted and accepted as member and share holder of the said society after purchasing the said flat / shop by payment of entire consideration and after completion of all the formalities.
8. The Developers have handed over to the purchaser copies of all the documents of title of the said property and the construction permission, plan etc. which are required for the purchaser and he has received those documents from the Developers.
9. The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those that are set out in Annexure annexed hereto.
10. It is agreed by mutual consent that dispute whether the stipulations specified in Section 8 of the Maharashtra Ownership Flat Act have been satisfied or not will be decided by the competent Civil Court having jurisdiction at Kalyan.
11. The Developers shall complete the construction of building on the said property and shall hand over the possession of the said flat to the Purchaser/s up to end of October, 2019. If the construction of building is completed before the said date, the possession of the said flat shall be handed over to the Purchaser before the said date by getting completion certificate. If due to unforeseen circumstances beyond the control of the developers, the possession is delayed, the same shall be extended by the Purchaser with the discussion and consultation of the Developers. The Developers shall hand over possession of the flat to the Purchaser only after getting completion certificate from the Corporation.
12. The Developers shall be entitled to reasonable extension of time for giving delivery or possession of premises i.e. flat / shop on the confirmed date, if the completion of building in which the flat is to be situated is delayed on account of :
 - i. non availability of steel, cement, sand, other building material, water or electric supply ;
 - ii. war, civil commotion or Act of God;
 - iii any notice, order, rule, notification of the Government and / or other public or competent authority / Court.
 - iv. Stay Order or litigation or cases, if any, filed by any body else in respect of the said property in any Court.

11. It is made clear by the Developers to the Purchaser / s that the quality, colour, shape, make and design of the material used for providing amenities in the flat may differ from building to building in the project and it is not binding on the Developers to use the same quality, colour, make and design, material in the entire project. However the Developers shall endeavor to provide the amenities as specified in the Annexure attached herewith.
12. The Purchaser shall take possession of the premises within 15 days of the Developers giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.
13. The Purchaser shall use the said flat / shop or permit the same to be used for purpose of residence / commercial business only.
14. The Purchaser/s shall have no claim save and except in respect of the particular flat / shop premises hereby agreed to be acquired and all open spaces, lobbies, staircases, lifts, terraces, etc. will remain the property of the society, but subject to the rights of the Developers herein above stated.
15. It is clearly and specifically agreed that in case the Developers have not been able to sell all the flats / shops / commercial premises retained by them in the building to be constructed on the said property as per the terms of development agreement, the Developers shall not be liable to pay maintenance charges, water charges or any other expenses for the vacant flats / commercial premises to the said Co – operative Society. The Purchasers of the flats / commercial premises of the Developers shall be admitted as member of the said society, without any conditions / or payment of any extra charges by way of transfer charges or payment of the maintenance charges in respect of the said commercial premises and the said purchaser shall not take any objection for admission of new member.
16. Commencing after a week after notice in writing is given by the Developers to the Purchaser that the premises of out goings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authorities and / or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the entire new constructed building is handed over to the society, the Purchaser shall pay to the Developer such proportionate share of out goings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developers the minimum amount @ of Rs. 2/- per sq. ft. per month for maintaining the building and the premises as mentioned above

which does not include amount of municipal taxes of the said flat. If considering the expenses, the said amount appears to be insufficient, the Developers shall have a right to increase the said amount and the Purchaser shall pay the said increased amount to the Developers without any objection. The amount so paid by the Purchaser to the Developers shall not carry any interest and shall remain with the Developers until the entire building is handed over to the said society.

If the above mentioned amount is paid by the Purchaser / s and received by the Developers then in the said amount, the municipal property tax amount of the said flat is not included. It is the liability and responsibility of the flat Purchaser / s to pay the said tax to the Corporation in respect of his flat.

17. Till the date of getting water supply from the concerned authority, the flat Purchaser in the building shall be provided tanker water and the payment of the said water tanker charges shall be made from the maintenance charges collected / received by the Developers. The Developers shall not be held responsible in any manner for the same. Further the Developers shall not be held responsible to carry out any work i.e. maintenance of the building, payment of taxes, providing of extra water connection etc. after the Society if formed. The Purchaser / s shall also be liable to pay all development taxes / or any other tax payable and / or levied by the Government and / or statutory body / Municipal Corporation for the development of the said property and the same shall be apportioned between all the flat purchasers in the said property.
18. The Purchaser / s hereby admit having taken inspection of all the documents required to be given by the Developers under the provisions of Maharashtra Ownership Flat's Act and hereby agree and confirm that the Developers shall have irrevocable right for the purpose set out therein below and the Developers shall be entitled to exercise the same as if the Purchaser / s have given the written prior consent to the Developers as required under the said Act and with a view to remove any doubts, the Purchasers hereby confirm upon the Developers the right and authority for the purposes set out herein below :
 - i) Without modifying the plan of the said flat the Developers shall be entitled to amend, modify and / or vary the layout plan, building plan and / or sub - Division plan, elevation, drawing and also the specifications in respect thereof if required.
 - ii) The Developers shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned

plan, the Developers shall have a right to consume TDR on the ground floor for commercial use with the permission and approval of K.D.M.C.. However, the Developers shall not modify or alter the plan of the said flat agreed to be purchased by the Purchaser.

- iii) The Developers shall be entitled to demolish the existing or old structure or any part or parts or portion thereof.
- iv) The Developers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future or for the purpose of consuming such balance and / or additional F.S.I. to construct extensions and / or additional floors as the Developers may think fit and proper.
- v) The Purchaser and / or Society shall not raise any objection of any ground as to the Developer's rights, reserved hereunder.
- vi) The Developers shall be entitled to consume such balance and / or additional F.S.I. by constructing tenements and to sell such tenements for such permissible user as the Developers may think fit and proper or to any person or persons and for such consideration as the Developers may in their absolute discretion deem fit and proper.
- vii) The structure which may be put up for consuming the balance and / or additional F.S.I. available by the demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure as if the said plans were seen and approved by the Purchaser even though such plan may be sanctioned in future.
- viii) The Developers shall also be entitled to consume additional F S I and / or balance available under D C Rules or by any special concession being granted by the Kalyan Dombivli Municipal Corporation or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation, etc.
- ix) The Purchasers and all the buyers of the units in the said building shall not have any right, title, claim or interest in respect of spaces, common areas including the garden area and that the rights of the buyers is confined only to the flats / shop etc. agreed to be sold.
- x) Irrespective of the possession of the flats being given to the Purchasers and / or the management being given to the said society, the right under this clause and / or under this

agreement reserved for the Developers for exploiting the potentiality of the property described in the schedule hereunder written shall be subsisting and shall continue to vest in the Developers till the entire property is handed over to the said society.

19. The Purchaser shall on or before execution of the said agreement shall pay to the Developers being the amount towards legal charges, society formation, registration, share money, electricity meter deposit, solar water installation, etc. which will be decided by the Developers.
20. At the time of registration, the Purchaser shall pay to the Developers the Purchasers' share of stamp duty and registration charges payable on the document or as decided by the Developers at the time of sale transaction in lump sum amount.
21. The Purchaser/s or himself with intention to bring all persons into whosoever hands the said flat may come, doth hereby covenant with the Developers as follows :
 - (a) To maintain the said flat at Purchaser's own cost and good tenable repair and condition from the date of possession of the premises is taken and shall not do so or suffered to be done anything in or to the building in which the said flat is situate, the flat itself or any part thereof.
 - (b) Not to store in the flat any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the flat is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situate including entrances of the building in which the premises is situate and in case any damage is caused to the building in which the flat is situate or the flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - (c) To carry on at his own cost all internal permissible repairs to the said flat and maintain the same in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situate or the flat which may be given the rules and regulations and bye – laws of the concerned local authority or other Public authority. And in the event of the Purchaser committing any

act in contravention of the above provision, the Purchaser 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 flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situate and shall keep the portion of sewers, drain pipes in the Premises is situate shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., pardis or other structural members in the premises without the prior written permission of the Developer and / or the society.
- (e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the premises is situated.
- (g) Pay to the Developer within Seven days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.
- (h) To bear and pay increases in local taxes, water charges, insurance / VAT / service tax / LBT / GST as applicable.
- (i) The Purchaser shall not let, sub – let, transfer, assign or part with the possession of the flat until all dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has been guilty of breach of or non – observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developer.
- (j) The Purchaser shall observe and perform all the rules and regulations which the society 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 flat 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the flat in the 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.

- (k) Till the entire property is handed over to the society, the Purchaser shall permit the Developers and their surveyor or agents, with or without workmen and others, at all reasonable times, to enter into and up on the said flat and building or any part thereof to view and examine the state and conditions thereof.
 - (l) The Purchasers shall not keep pet animals like cat, dog, rabbit or any other animal in the said flat and shall not use the passage and stair case passage area for feeding the pet animals.
 - (m) The Purchaser shall not do or permit or be done any act or thing which renders void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
 - (n) The Purchaser/s shall not keep flower pots in the grills in the gallery or on the outside area of the flat and shall keep the building in decent condition by maintaining the outside colour of the building.
22. The Developers shall maintain a separate account ledger in respect of sums, if any, received by the Developers from the Purchaser as advance of deposit, sum received on account of various expenses.
23. The Developers have informed the Purchaser / s that there will be common access roads, passage, electric and telephone cables, water lines, drainage lines, sewage treatment plant and other common amenities in property described in the schedule hereunder written. The Developers have further informed that all the charges of the aforesaid amenities will be common and Purchasers along with other Purchasers in the complex buildings shall share such charges in respect thereof as also maintenance charges proportionately. None of the Purchasers shall be entitled to object the Developers laying such pipelines, underground electric and telephone cables, water line, drainage lines, sewage

lines etc. passing through any of the properties belonging to the Developers.

24. 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 of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him / her and all open parking spaces, lobbies, staircases, terraces, recreation spaces, well and other facilities etc. will remain the property of the society.
25. The purchaser/s of flats / shops / commercial premises from the developers shall be admitted as member and share holder of the said society and purchaser herein being old member of the said society agreed with the same.
26. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non – compliance of any of the terms and conditions of this agreement by the Developers nor shall the same in any manner prejudice the rights of the Developers.
27. The Purchaser and / or the Developers shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.
28. The Purchasers shall bear the charges of electricity meter, electricity meter deposit, or any other charges of M S E D Co. Ltd. in respect of the electricity meter to be installed to the said flat of the Purchaser.
29. The Purchaser is aware and knows the fact that the said building is constructed on the said property under re – development by the existing co – operative housing society and the said purchaser shall become the member of the said society and shall abide by all the rules and regulation of the society.
30. All cost, charges, expenses, penalties, sales tax, service tax, VAT tax , LBT, GST, or any other tax or charges levied by the Government or local authority including registration, Xerox charges, stamp duty expenses in connection with the said flat agreement, conveyance, assignment, shall be borne and paid by all the Purchasers of flats.
31. The Purchaser/s shall permit the Developers and their surveyors and agents with or without workmen and others at all reasonable

time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.

32. The Purchaser/s shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction / amenities in his / her flat at the time of construction of building from the amenities provided by the Developers.
33. If additional amenities are required by the Purchaser/s then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Developers or the Architect of the Developers and his decision shall be final and binding.
34. The Purchaser/s agrees that he / they along with the other Purchaser of the flat will not charge anything from the Developer or its nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of terrace, compound, display of advertisement or hoardings etc.
35. The Developers shall have right to make addition and or alteration and raise or put up additional permanent / temporary structure as may be permitted by the concerned authorities on the terrace of the said building or land or grant right of way from the said land for development of any property adjacent to the said property. If any portion of the said land is acquired by the Government or public authority, the Developers shall be entitled to receive all the benefits including FSI, TDR or other benefits which may be permitted in lieu thereof. The Developers shall have a right to display advertisement, hoarding, neon sign, mobile antenna and its installation on or over the terrace, parapet wall of the building with right to grant permission to any person, firm of their choice and the Purchasers shall not take any objection for the same. The benefits of the said installation shall be received by the Developers.
36. It is agreed between the parties that the Developers shall only pay the municipal taxes for the unsold flats / commercial premises retained by them for sale and shall not pay any maintenance charges, water charges, electricity charges, service charges etc. and the Developers shall have a right to sell the said flats / commercial premises to any prospective buyer and the said buyer shall become the member of the society without paying any transfer premium or any other charges to the society.
37. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, by Registered Post A.D. at his / her address specified below:

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO

- a. Private terrace if any in front of each flat or attached to the terrace flat shown in the plan becomes the sole ownership of that flat Purchaser.
 - b. The Developers shall have a right on the unsold flats / commercial premises retained by them for sale in the building.
 - c. The Developers shall have exclusive right over balance F.S.I. of the said property, if any, the additional or increase in F.S.I. of the said property and shall have a right to construct the said F.S.I. on the existing building as per the sanctioned plan and permission of local authorities.
 - d. The Developers shall have a right to use or obtain T.D.R. of other property and to use the same in the said property or above the said building with the sanction and permission of Kalyan Dombivli Municipal Corporation till the conveyance / assignment of the property is executed and registered in favour of the co – operative housing society to be formed in future.
40. Notwithstanding any other provisions of this agreement the Developers shall be entitled at their sole and absolute discretion:
- a. To decide and determine how and in what manner the infrastructure including the common utility areas such as garden, open spaces, roads etc.
 - b. To provide for and incorporate covenant and restriction and obligations with regard to the provisions of maintaining the infrastructure and common amenities including garden and roads, if any.
 - c. To decide from time to time when and what sort of document of transfer should be executed.
41. The Developers shall be entitled to sell the flats / commercial premises retained by them in the building constructed on the said property for the purpose of using the same as bank, dispensary, nursing home, maternity home, coaching classes and for other non – residential purpose and the Purchaser / s herein along with other Purchasers shall not raise any objection for such non – residential use of the premises sold by the Developers to intending Purchasers.

42. If the Purchaser/s desires to avail special and extra amenities over and above the general amenities provided by the Developers, then the Purchaser shall pay the cost and charges of extra amenities or special amenities as decided by the Developers and shall execute with the Developers supplementary agreement for providing those amenities and the said agreement shall form part and parcel of this agreement. If the Purchaser/s desires to register the supplementary agreement, the stamp duty and registration charges or any other charges shall be borne by the Purchaser/s.
43. The Developers shall not be responsible for the consequences arising out of change in Law or change in Municipal and other Laws, Rules, Regulations etc.
44. It is brought to the notice of the Purchaser/s that the electric meters of the flats as well as water meters if have been obtained in the name of the Developers then the Purchaser/s or their society shall get the same transferred in their favour at their own cost and expenses and the Developers shall grant no objection for transfer as and when required.
45. The Purchaser/s has seen the layout of the proposed building and has agreed and understood the common amenities like common road, drainage, sewerage, water pipe lines, street light etc. shall be the common property and shall be available for common use by all the Purchasers of premises in the building and all the Purchasers of premises and different common organizations shall have unrestricted right of way in common spaces, road, pipe lines, telephone and electric cable, drainage etc.
46. In the event of any portion of the land from the said property be required for installation of electric sub – station / transformer, the Developers shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Developers shall think fit.
47. The Purchaser / s shall be responsible for increase / additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Purchaser.
48. After the possession of the premises is handed over the Purchaser / s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any other statutory authority the same shall be carried out by the Purchaser in co – operation with the Purchasers of other premises in the said building at his own cost and the Developers shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

49. The Purchaser/s hereby declares and confirms that he / she have entered in to this agreement after reading and after having understood the contents of the aforesaid deeds, documents, writings and papers and all disclosures made by the Developers to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned Government bodies and authorities and also subject to the Developer's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by Law.
50. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms conditions and stipulations of all exemptions orders, scheme permission, sanctions, approvals, NOCs etc. that have been granted or sanctioned and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc. whether refundable or not.
51. All terms, conditions and covenants of this agreement, including the powers, authorities, permissions and covenant given by the Purchaser/s to the Developers herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and in effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said society.
52. It is clearly brought to the notice of the Purchaser/s that the service tax, value added tax, sales tax, LBT, or any other taxes of Government or local authorities are applicable to the Purchaser as per the Government rules / local authority in respect of sale transaction of the said flat to the Purchaser. In future after the execution of this agreement for sale if any taxes are imposed by the Government or local authority on the sale transaction of the flat in respect of the said flat the same shall be borne and paid by the Purchaser only.
53. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 and the rules made there under.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT property being Old Survey No. 229, Hissa No. 3 (part), New Survey No. 4, Hissa No. 3 (part), admeasuring 530 sq. yards (equivalent to 443.30 sq. mtrs.) with corresponding C.T.S No. 5812 to 5826, lying and situate at village – Navagaon, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane and bounded as under :

On or towards the East : Pragati Krupa building
 On or towards the West : Baban Mhatre chawl
 On or towards the North : Sushil Smruti
 On or towards the South : Open plot

SECOND SCHEDULE ABOVE REFERRED TO

All that floor space area of flat no. on floor, in A / B wing, admeasuring about ____ sq. ft. built up i.e. sq. ft. carpet (equivalent to sq. mtrs.) in '**SHIV GANESH SADAN CO-OPERATIVE HOUSING SOCIETY LIMITED**' building (which is inclusive of the area of balconies, flower bed etc.) plus attached open terrace sq. ft. as shown in the floor plan.

IN WITNESS WHEREOF the Developers and the Purchaser/s have hereunto set and subscribed their respective hands on the day and year First written above.

SIGNED, SEALED AND DELIVERED }
 By the within named **Builders/Developers** }
M/s SHIV GANESH BUILDERS }
& DEVELOPERS Through it's Partner }
SHRI BILAS JAMUNAPRASAD JAISWAL }

in the presence of : }

1. }

SIGNED,SEALED AND DELIVERED }
 By the within named **PURCHASERS** }
 SHRI / SMT..... }

SHRI / SMT..... }

In the presence of }

2. }

RECEIPT

Received with thanks from the within named purchaser the sum of
Rs. _____/- (Rupees _____
_____ only) towards part payment out of total
agreed consideration of the said flat by cheque
no. _____ dt. _____ drawn on _____
_____ Bank on the execution of this agreement.

We say received

Developers

THIRD SCHEDULE**LIST OF AMENITIES**

1. Good Quality Flooring in living, bed and kitchen.
 2. T V Point and Cable Point in living room, fan points, tube light points in bed room, kitchen.
 3. Kitchen platform with stainless steel sink, tiles above platform up to 4 feet, electric point for Refrigerator in kitchen.
 4. Good quality tiles in Bathroom & Toilet up to 4 feet, sufficient fittings in Bathroom.
 5. Main Door with sufficient fitting.
 6. Bakelite doors for Bath and W.C..
 7. R.C.C. structure of the building.
 8. Underground and overhead water tank.
 9. Compound to the building with main entrance gate.
 10. On existing well installation of water pump
 11. Lift to the building
- Solar System on the terrace for hot water.
- Fire fighting equipment.
- Powder coated Sliding windows

AGREEMENT FOR SALE OF FLAT

**(Under Re-Development of the property to
the Old existing member of the society)**

ARTICLES OF AGREEMENT made and entered in to at **DOMBIVLI** on this day of, 2016.

BETWEEN

M/s SHIV GANESH BUILDERS & DEVELOPERS, a partnership firm represented by and through its one of the Partners (1) **SHRI SANDEEP SHAMRAO KULKARNI**, age - 50 years, occupation - business, (**PAN NO. AFSPK 4866 R**), residing at Building no. 1, A / 202 / 203, Ziprya Arcade, Kumbharkhanpada, Subhash Cross Road, Near Model English School, Dombivli (West) - 421 202, Taluka - Kalyan, District - Thane (2) **SHRI BILAS JAMUNAPRASAD JAISWAL**, age - 49 years, occupation - business, residing at Bunglow no. 5, Yashoda Villa, Mahatma Phule Road, Opposite Maratha Mandir Hall, Dombivli (West) - 421 202, Taluka - Kalyan, District - Thane, hereinafter referred to as the '**DEVELOPERS**' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators, partners and assigns) of the party of the **FIRST PART**;

AND

1) SHRI / SMT.....
.....
Age years, occupation, (2) SHRI / SMT.
.....
Age years, occupation -, residing at
.....
.....
hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / her / their heirs, executors, administrators and assigns) of the party of the **SECOND PART**;

WHEREAS the property being Old Survey No. 229, Hissa No. 3 (part), New Survey No. 4, Hissa No. 3 (part), admeasuring 530 sq. yards (equivalent to 443.30 sq. mtrs.) with corresponding C.T.S No. 5812 to 5826, lying and situate at village - Navagaon, Taluka - Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within jurisdiction of Sub - Registration District -

Kalyan and Registration District – Thane, are owned by Shiv Ganesh Sadan Co - operative Housing Society Ltd.,. (The above property is hereinafter referred to as '**said Property**').

AND WHEREAS the building standing on the said property of the society was in dilapidated condition and, therefore, the said society passed resolution on 25.11.2013 in their General Body Meeting and decided to assign the said property for re – development by demolishing old buildings and constructing new building and the society followed and complied all the formalities and requirements of the re-development of the property and accepted the offer of the said developers and agreed to assign development rights of the said property to the said developers for re - development of the said property on the terms and conditions agreed between them.

AND WHEREAS under the Registered Development Agreement dated 30.12.2013 & Power of Attorney dated 30.12.2013 executed by the said society and the said Developers and the said society assigned development rights of the said property to the developers and the developers have acquired development rights in respect of the said property from its owners i.e. the society upon the terms and conditions more particularly set out there under and both the documents which have been duly registered with the office of Sub – Registrar, Kalyan – 5 under serial nos. KLN 5 / 6853 / 2013 and KLN 5 / 6854 / 2013 respectively both dated 30th December, 2013.

AND WHEREAS on the basis of the above mentioned deeds and documents, the Developers have acquired right to re - develop the said property by constructing multistoried building thereon as per their choice and desire and as per the sanction plan and permission of Kalyan Dombivli Municipal Corporation.

AND WHEREAS as per the terms and conditions of the development agreement the developers agreed to allot and sell flats in the said building to the members of the said society on ownership basis at concessional rate of Rs. 951/- per sq. ft. for presently existing built up area of the old room and above first 40 sq. ft. built up excess area, @ Rs. 4,000/- per sq. ft. and above the said area any further excess built up area is purchased by the member, then for the said excess area @ Rs. 6,500/- per sq. ft. and the developers have acquired rights to sell balance / remaining flats / shops in the building to be constructed on the said property to the prospective purchasers.

AND WHEREAS the purchaser herein is the existing member of the society in respect of his old room no..... having existing built up area of said old room admeasuring sq. ft. and the developers agreed to allot and sell to the purchaser 1 flat admeasuring sq. ft. built up (i.e. sq. ft. carpet) in the building to be constructed on the said property i.e. sq. ft. built up (..... Sq. ft. carpet) extra area to the purchaser herein, which is above the existing old area of the room.

AND WHEREAS the said Developers herein have appointed Architect to get the construction permission and plans approved from Kalyan - Dombivli Municipal Corporation and the Developers have entered into a standard agreement with an Architect registered with Council of Architects and the said agreement is as per the agreement prescribed by Council of Architects.

AND WHEREAS the Developers have appointed Structural Engineer for preparation of structural design and drawings of building and the Developers have accepted the professional supervision of the Architect and structural engineer till the completion of the said building.

AND WHEREAS by virtue of the said Development Agreement and Power of Attorney, total 21 units by way of flats and shops are agreed to be allotted to the members of the said society and the remaining flats and shops / entire commercial area on ground floor agreed to be retained by the Developers and they have the sole and exclusive right to sell the said remaining flats / shops / commercial area on ground floor and to enter into an agreement with the Purchaser/s of the said flats / shops / commercial area and to receive the sale price in respect thereof.

AND WHEREAS the Purchasers demanded from the Developers and they have given to the Purchaser inspection of all the documents of title relating to the said land, the said agreement, plans, designs and specifications prepared by Developer's / Promoter's Architect and such other documents as specified under the Ownership Flats Act.

AND WHEREAS the Kalyan Dombivli Municipal Corporation has issued I O D vide no. **KDMC / NRV / BP / DOM / 2014 – 15 / 22** dated **13.08.2014** in respect of the construction of building on the said property and for obtaining N A permission from the concerned authorities.

AND WHEREAS the Developers have got approved from Kalyan - Dombivli Municipal Corporation the plans, specifications, elevations, Section and details of the said building as per the plan approved and construction permission granted by the Kalyan - Dombivli Municipal Corporation vide Construction permission No. **KDMC / NRV / BP/ DOM / 2014 - 2015 / 22 / 198** dated **26.08.2016**.

AND WHEREAS while sanctioning the said plans, Kalyan - Dombivli Municipal Corporation has laid down certain terms and conditions which are to be observed and performed by the Developers while developing the said land and constructing the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by concerned local authority.

AND WHEREAS the said property is not coming under the provisions of Urban Land Ceiling Act as it is excluded from the said Act as the said Act has been repealed by the Central Government and the

Urban Land (Ceiling & Regulation) Repeal Act, 1999 passed by the Parliament has been adopted by the Government of Maharashtra vide Gazette dated 6th December, 2007 / Agrahayan 15, 1929 and the said property is also within limits as prescribed under the said Act.

AND WHEREAS the Developers have accordingly commenced construction of the building/s in accordance with the said sanctioned plan and permission of Kalyan Dombivli Municipal Corporation.

AND WHEREAS as per the letter dt. _____ given by the said society to the developers, the society has allotted the flat no. _____ on _____ floor, in A / B wing, admeasuring _____ sq.ft. built up i.e. sq. ft. carpet (_____ sq. ft. old area + sq. ft. extra area) to the purchaser herein with right to execute agreement for sale of the said flat with the developers.

AND WHEREAS the Purchaser approached the Developers with the request to sell the flat no. _____ on _____ floor, in A / B wing, admeasuring about _____ sq. ft. built up i.e. sq. ft. carpet (equivalent to Sq. mtrs.) and attached open terrace of _____ sq. ft. in ' **SHIV GANESH SADAN CO - OPERATIVE HOUSING SOCIETY LIMITED** ' and the Developers agreed to sell and the Purchaser agreed to purchase the said flat as upon the terms and conditions and in the manner hereinafter appearing.

AND WHEREAS the copies of the certificate of the title issued by the Advocate of the Developers, copies of property card or any other relevant record showing the nature of the title of the Owner / Developers to the said land on which the building is constructed or is to be constructed and the copies of the plans and specification of the flat agreed to be purchased by the Purchaser, approved by the concerned local authority have been annexed hereto.

AND WHEREAS relying upon the said Act under Section 4 of the Ownership Flat Act, the Developers are required to execute a written Agreement for sale of the Premises to the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act.

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

13. The Developers shall construct the said building / s consisting of ground and upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen, approved by the Purchaser with only variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them.

PROVIDED THAT the Developers shall have to obtain prior consent in writing of the Purchaser / Society in respect of such

variations of modifications which may adversely affect the flat etc. of the Purchaser.

14. The Developers herewith declare that the flat agreed to be sold to the Purchaser under the said agreement is the flat agreed to be allotted to the purchaser free of cost being the purchaser old member of the society in the old building on the said property.
15. The Purchaser hereby agree to purchase from the Developers and the Developers hereby agree to sell to the Purchaser flat no. on floor, in A / B wing, admeasuring about _____ sq. ft. built up i.e. sq. ft. carpet (equivalent to sq. mtrs.) in '**SHIV GANESH SADAN CO-OPERATIVE HOUSING SOCIETY LIMITED**' building (which is inclusive of the area of balconies, flower bed) plus attached open terrace sq. ft. as shown in the plan hereto annexed in the said building (hereinafter referred to as **THE SAID FLAT**) free of cost as mentioned above. That as per the rate fixed by and between the parties as mentioned above the total consideration of the said flat is calculated at Rs./- (Rupees) which is agreed to be paid by the Purchaser to the Developers including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common / limited common areas and facilities which are more particularly described in the Schedule hereunder written.

- b) 20 % on the execution of this agreement.
- b) 15 % on construction of plinth level.
- j) 5 % on casting of first R. C. C. slab.
- k) 5 % on casting of second R. C. C. slab.
- l) 5 % on casting of third R. C. C. slab.
- m) 5 % on casting of fourth R. C. C. slab.
- n) 5 % on casting of fifth R. C. C. slab.
- o) 5 % on casting of sixth R. C. C. slab.
- p) 5 % on casting of seventh R. C. C. slab.
- o) 10 % on completion of brick masonry.
- p) 10 % on completion of external and internal plaster.
- q) 8 % on completion of tiling and flooring.
- r) 2 % at the time of possession.

16. The time is the essence of contract in respect of payment of consideration to the Developers by the Purchaser as per the agreed terms of said agreement. If the purchaser commits default in payment of consideration as per the installment mentioned hereinabove, then the Purchaser shall be liable to pay interest on the defaulted and balance amount @ 18 % per annum from the date of liability of payment till actual payment.

If the Purchaser fails to make payment even after demand of amount by the Developers, then the Developers shall have a right to cancel and terminate the agreement executed with the Purchaser by giving in advance 15 days notice and time period of 15 days for the payment of the balance amount with interest and if the Purchaser even then fails to make the payment, the Developer's right of termination of agreement by giving notice shall become final. In case of such termination, the Developers shall refund the amount received by them from the Purchaser without interest by cheque. The said cheque shall be sent to the Purchaser by registered post a/d, if not received personally. In such case of termination, the Purchaser shall not claim any right on the said flat and the Developers shall have a right to dispose off the said flat to other Purchaser.

17. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser, apply for obtaining from the concerned local authority, occupation and / or completion certificate in respect of the premises.
18. The parties herewith declare that the Co - operative Housing Society is already existing and the purchaser herein is already member and share holder of the said society.
19. The Developers have handed over to the purchaser copies of all the documents of title of the said property and the construction permission, plan etc. which are required for the purchaser and he has received those documents from the Developers.
20. The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those that are set out in Annexure annexed hereto.
21. It is agreed by mutual consent that dispute whether the stipulations specified in Section 8 of the Maharashtra Ownership Flat Act have been satisfied or not will be decided by the competent Civil Court having jurisdiction at Kalyan.

22. The Developers shall complete the construction of building on the said property and shall hand over the possession of the said flat to the Purchaser/s up to end of October, 2019. If the construction of building is completed before the said date, the possession of the said flat shall be handed over to the Purchaser before the said date by getting completion certificate. If due to unforeseen circumstances beyond the control of the developers, the possession is delayed, the same shall be extended by the Purchaser with the discussion and consultation of the Developers. The Developers shall hand over possession of the flat to the Purchaser only after getting completion certificate from the Corporation.
23. The Developers shall be entitled to reasonable extension of time for giving delivery or possession of premises i.e. flat / shop on the confirmed date, if the completion of building in which the flat is to be situated is delayed on account of :
 - i. non availability of steel, cement, sand, other building material, water or electric supply ;
 - ii. war, civil commotion or Act of God;
 - iii any notice, order, rule, notification of the Government and / or other public or competent authority / Court.
 - iv. Stay Order or litigation or cases, if any, filed by any body else in respect of the said property in any Court.
11. It is made clear by the Developers to the Purchaser / s that the quality, colour, shape, make and design of the material used for providing amenities in the flat may differ from building to building in the project and it is not binding on the Developers to use the same quality, colour, make and design, material in the entire project. However the Developers shall endeavor to provide the amenities as specified in the Annexure attached herewith.
12. The Purchaser shall take possession of the premises within 15 days of the Developers giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.
13. The Purchaser shall use the said flat or permit the same to be used for purpose of residence only.
14. The Purchaser/s shall have no claim save and except in respect of the particular flat premises hereby agreed to be acquired and all open spaces, lobbies, staircases, lifts, terraces, etc. will remain the property of the society, but subject to the rights of the Developers herein above stated.

15. It is clearly and specifically agreed that in case the Developers have not been able to sell all the flats / commercial premises retained by them in the building to be constructed on the said property as per the terms of development agreement, the Developers shall not be liable to pay maintenance charges, water charges or any other expenses for the vacant flats / commercial premises to the said Co – operative Society. The Purchasers of the flats / commercial premises of the Developers shall be admitted as member of the said society, without any conditions / or payment of any extra charges by way of transfer charges or payment of the maintenance charges in respect of the said commercial premises and the said purchaser shall not take any objection for admission of new member.

16. Commencing after a week after notice in writing is given by the Developers to the Purchaser that the premises of out goings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authorities and / or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the entire new constructed building is handed over to the society, the Purchaser shall pay to the Developer such proportionate share of out goings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developers the minimum amount @ of Rs. 2/- per sq. ft. per month for maintaining the building and the premises as mentioned above which does not include amount of municipal taxes of the said flat. If considering the expenses, the said amount appears to be insufficient, the Developers shall have a right to increase the said amount and the Purchaser shall pay the said increased amount to the Developers without any objection. The amount so paid by the Purchaser to the Developers shall not carry any interest and shall remain with the Developers until the entire building is handed over to the said society.

 If the above mentioned amount is paid by the Purchaser / s and received by the Developers then in the said amount, the municipal property tax amount of the said flat is not included. It is the liability and responsibility of the flat Purchaser / s to pay the said tax to the Corporation in respect of his flat.

17. Till the date of getting water supply from the concerned authority, the flat Purchaser in the building shall be provided tanker water and the payment of the said water tanker charges shall be made from the maintenance charges collected / received by the Developers. The Developers shall not be held responsible in any manner for the same. Further the Developers shall not be held

responsible to carry out any work i.e. maintenance of the building, payment of taxes, providing of extra water connection etc. after the Society is formed. The Purchaser / s shall also be liable to pay all development taxes / or any other tax payable and / or levied by the Government and / or statutory body / Municipal Corporation for the development of the said property and the same shall be apportioned between all the flat purchasers in the said property.

18. The Purchaser / s hereby admit having taken inspection of all the documents required to be given by the Developers under the provisions of Maharashtra Ownership Flat's Act and hereby agree and confirm that the Developers shall have irrevocable right for the purpose set out therein below and the Developers shall be entitled to exercise the same as if the Purchaser / s have given the written prior consent to the Developers as required under the said Act and with a view to remove any doubts, the Purchasers hereby confirm upon the Developers the right and authority for the purposes set out herein below :

- xi) Without modifying the plan of the said flat the Developers shall be entitled to amend, modify and / or vary the layout plan, building plan and / or sub - Division plan, elevation, drawing and also the specifications in respect thereof if required.
- xii) The Developers shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plan, the Developers shall have a right to consume TDR on the ground floor for commercial use with the permission and approval of K.D.M.C.. However, the Developers shall not modify or alter the plan of the said flat agreed to be purchased by the Purchaser.
- xiii) The Developers shall be entitled to demolish the existing or old structure or any part or parts or portion thereof.
- xiv) The Developers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future or for the purpose of consuming such balance and / or additional F.S.I. to construct extensions and / or additional floors as the Developers may think fit and proper.
- xv) The Purchaser and / or Society shall not raise any objection of any ground as to the Developer's rights, reserved hereunder.

- xvi) The Developers shall be entitled to consume such balance and / or additional F.S.I. by constructing tenements and to sell such tenements for such permissible user as the Developers may think fit and proper or to any person or persons and for such consideration as the Developers may in their absolute discretion deem fit and proper.
 - xvii) The structure which may be put up for consuming the balance and / or additional F.S.I available by the demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure as if the said plans were seen and approved by the Purchaser even though such plan may be sanctioned in future.
 - xviii) The Developers shall also be entitled to consume additional F S I and / or balance available under D C Rules or by any special concession being granted by the Kalyan Dombivli Municipal Corporation or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation, etc.
 - xix) The Purchasers and all the buyers of the units in the said building shall not have any right, title, claim or interest in respect of spaces, common areas including the garden area and that the rights of the buyers is confined only to the flats / shop etc. agreed to be sold.
 - xx) Irrespective of the possession of the flats being given to the Purchasers and / or the management being given to the said society, the right under this clause and / or under this agreement reserved for the Developers for exploiting the potentiality of the property described in the schedule hereunder written shall be subsisting and shall continue to vest in the Developers till the entire property is handed over to the said society.
19. The Purchaser shall on or before execution of the said agreement shall pay to the Developers being the amount towards legal charges, society formation, registration, share money, electricity meter deposit, solar water installation, etc. which will be decided by the Developers.
 20. At the time of registration, the Purchaser shall pay to the Developers the Purchasers' share of stamp duty and registration charges payable on the document or as decided by the Developers at the time of sale transaction in lump sum amount.
 21. The Purchaser/s or himself with intention to bring all persons into whosoever hands the said flat may come, doth hereby covenant with the Developers as follows :

- (a) To maintain the said flat at Purchaser's own cost and good tenable repair and condition from the date of possession of the premises is taken and shall not do so or suffered to be done anything in or to the building in which the said flat is situate, the flat itself or any part thereof.
- (b) Not to store in the flat any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the flat is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situate including entrances of the building in which the premises is situate and in case any damage is caused to the building in which the flat is situate or the flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (c) To carry on at his own cost all internal permissible repairs to the said flat and maintain the same in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situate or the flat which may be given the rules and regulations and bye – laws of the concerned local authority or other Public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser 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 flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situate and shall keep the portion of sewers, drain pipes in the Premises is situate shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., pardis or other structural members in the premises without the prior written permission of the Developer and / or the society.
- (e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof

or whereby any increased premium shall become payable in respect of the insurance.

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the premises is situated.
- (g) Pay to the Developer within Seven days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.
- (h) To bear and pay increases in local taxes, water charges, insurance / VAT / service tax / LBT / GST as applicable.
- (i) The Purchaser shall not let, sub – let, transfer, assign or part with the possession of the flat until all dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has been guilty of breach of or non – observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developer.
- (j) The Purchaser shall observe and perform all the rules and regulations which the society 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 flat 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the flat in the 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.
- (k) Till the entire property is handed over to the society, the Purchaser shall permit the Developers and their surveyor or agents, with or without workmen and others, at all reasonable times, to enter into and up on the said flat and building or any part thereof to view and examine the state and conditions thereof.
- (l) The Purchasers shall not keep pet animals like cat, dog, rabbit or any other animal in the said flat and shall not use

the passage and stair case passage area for feeding the pet animals.

- (m) The Purchaser shall not do or permit or be done any act or thing which renders void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
 - (n) The Purchaser/s shall not keep flower pots in the grills in the gallery or on the outside area of the flat and shall keep the building in decent condition by maintaining the outside colour of the building.
22. The Developers shall maintain a separate account ledger in respect of sums, if any, received by the Developers from the Purchaser as advance of deposit, sum received on account of various expenses.
 23. The Developers have informed the Purchaser / s that there will be common access roads, passage, electric and telephone cables, water lines, drainage lines, sewage treatment plant and other common amenities in property described in the schedule hereunder written. The Developers have further informed that all the charges of the aforesaid amenities will be common and Purchasers along with other Purchasers in the complex buildings shall share such charges in respect thereof as also maintenance charges proportionately. None of the Purchasers shall be entitled to object the Developers laying such pipelines, underground electric and telephone cables, water line, drainage lines, sewage lines etc. passing through any of the properties belonging to the Developers.
 24. 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 of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him / her and all open parking spaces, lobbies, staircases, terraces, recreation spaces, well and other facilities etc. will remain the property of the society.
 25. The purchaser/s of flats / shops / commercial premises from the developers shall be admitted as member and share holder of the said society and purchaser herein being old member of the said society agreed with the same.
 26. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach

or non – compliance of any of the terms and conditions of this agreement by the Developers nor shall the same in any manner prejudice the rights of the Developers.

27. The Purchaser and / or the Developers shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.
28. The Purchasers shall bear the charges of electricity meter, electricity meter deposit, or any other charges of M S E D Co. Ltd. in respect of the electricity meter to be installed to the said flat of the Purchaser.
29. The old electricity meter of the Purchaser's old flat has been surrendered to the M S E D Co. Ltd., by the Developers.
30. All cost, charges, expenses, penalties, sales tax, service tax, VAT tax , LBT, GST, or any other tax or charges levied by the Government or local authority including registration, Xerox charges, stamp duty expenses in connection with the said flat agreement, conveyance, assignment, shall be borne and paid by all the Purchasers of flats.
31. The Purchaser/s shall permit the Developers and their surveyors and agents with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
32. The Purchaser/s shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction / amenities in his / her flat at the time of construction of building from the amenities provided by the Developers.
33. If additional amenities are required by the Purchaser/s then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Developers or the Architect of the Developers and his decision shall be final and binding.
34. The Purchaser/s agrees that he / they along with the other Purchaser of the flat will not charge anything from the Developer or its nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of terrace, compound, display of advertisement or hoardings etc.
35. The Developers shall have right to make addition and or alteration and raise or put up additional permanent / temporary structure as may be permitted by the concerned authorities on the terrace of the said building or land or grant right of way from the said land

for development of any property adjacent to the said property. If any portion of the said land is acquired by the Government or public authority, the Developers shall be entitled to receive all the benefits including FSI, TDR or other benefits which may be permitted in lieu thereof. The Developers shall have a right to display advertisement, hoarding, neon sign, mobile antenna and its installation on or over the terrace, parapet wall of the building with right to grant permission to any person, firm of their choice and the Purchasers shall not take any objection for the same. The benefits of the said installation shall be received by the Developers.

36. It is agreed between the parties that the Developers shall only pay the municipal taxes for the unsold flats / commercial premises retained by them for sale and shall not pay any maintenance charges, water charges, electricity charges, service charges etc. and the Developers shall have a right to sell the said flats / commercial premises to any prospective buyer and the said buyer shall become the member of the society without paying any transfer premium or any other charges to the society.
37. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, by Registered Post A.D. at his / her address specified below:

38. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO**

- e. Private terrace if any in front of each flat or attached to the terrace flat shown in the plan becomes the sole ownership of that flat Purchaser.
- f. The Developers shall have a right on the unsold flats / commercial premises retained by them for sale in the building.
- g. The Developers shall have exclusive right over balance F.S.I. of the said property, if any, the additional or increase in F.S.I. of the said property and shall have a right to construct the said F.S.I. on the existing building as per the sanctioned plan and permission of local authorities.

- h. The Developers shall have a right to use or obtain T.D.R. of other property and to use the same in the said property or above the said building with the sanction and permission of Kalyan Dombivli Municipal Corporation till the conveyance / assignment of the property is executed and registered in favour of the co – operative housing society to be formed in future.
40. Notwithstanding any other provisions of this agreement the Developers shall be entitled at their sole and absolute discretion:
- d. To decide and determine how and in what manner the infrastructure including the common utility areas such as garden, open spaces, roads etc.
 - e. To provide for and incorporate covenant and restriction and obligations with regard to the provisions of maintaining the infrastructure and common amenities including garden and roads, if any.
 - f. To decide from time to time when and what sort of document of transfer should be executed.
41. The Developers shall be entitled to sell the flats / commercial premises retained by them in the building constructed on the said property for the purpose of using the same as bank, dispensary, nursing home, maternity home, coaching classes and for other non – residential purpose and the Purchaser / s herein along with other Purchasers shall not raise any objection for such non – residential use of the premises sold by the Developers to intending Purchasers.
42. If the Purchaser/s desires to avail special and extra amenities over and above the general amenities provided by the Developers, then the Purchaser shall pay the cost and charges of extra amenities or special amenities as decided by the Developers and shall execute with the Developers supplementary agreement for providing those amenities and the said agreement shall form part and parcel of this agreement. If the Purchaser/s desires to register the supplementary agreement, the stamp duty and registration charges or any other charges shall be borne by the Purchaser/s.
43. The Developers shall not be responsible for the consequences arising out of change in Law or change in Municipal and other Laws, Rules, Regulations etc.
44. It is brought to the notice of the Purchaser/s that the electric meters of the flats as well as water meters if have been obtained in the name of the Developers then the Purchaser/s or their society shall get the same transferred in their favour at their own

cost and expenses and the Developers shall grant no objection for transfer as and when required.

45. The Purchaser/s has seen the layout of the proposed building and has agreed and understood the common amenities like common road, drainage, sewerage, water pipe lines, street light etc. shall be the common property and shall be available for common use by all the Purchasers of premises in the building and all the Purchasers of premises and different common organizations shall have unrestricted right of way in common spaces, road, pipe lines, telephone and electric cable, drainage etc.
46. In the event of any portion of the land from the said property be required for installation of electric sub – station / transformer, the Developers shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Developers shall think fit.
47. The Purchaser / s shall be responsible for increase / additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Purchaser.
48. After the possession of the premises is handed over the Purchaser / s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any other statutory authority the same shall be carried out by the Purchaser in co – operation with the Purchasers of other premises in the said building at his own cost and the Developers shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
49. The Purchaser/s hereby declares and confirms that he / she have entered in to this agreement after reading and after having understood the contents of the aforesaid deeds, documents, writings and papers and all disclosures made by the Developers to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned Government bodies and authorities and also subject to the Developer's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by Law.
50. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms conditions and stipulations of all

exemptions orders, scheme permission, sanctions, approvals, NOCs etc. that have been granted or sanctioned and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc. whether refundable or not.

51. All terms, conditions and covenants of this agreement, including the powers, authorities, permissions and covenant given by the Purchaser/s to the Developers herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and in effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said society.
52. It is clearly brought to the notice of the Purchaser/s that the service tax, value added tax, sales tax, LBT, or any other taxes of Government or local authorities are applicable to the Purchaser as per the Government rules / local authority in respect of sale transaction of the said flat to the Purchaser. In future after the execution of this agreement for sale if any taxes are imposed by the Government or local authority on the sale transaction of the flat in respect of the said flat the same shall be borne and paid by the Purchaser only.
53. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 and the rules made there under.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT property being Old Survey No. 229, Hissa No. 3 (part), New Survey No. 4, Hissa No. 3 (part), admeasuring 530 sq. yards (equivalent to 443.30 sq. mtrs.) with corresponding C.T.S No. 5812 to 5826, lying and situate at village – Navagaon, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane and bounded as under :

On or towards the East : Pragati Krupa building

On or towards the West : Baban Mhatre chawl

On or towards the North : Sushil Smruti

On or towards the South : Open plot

SECOND SCHEDULE ABOVE REFERRED TO

SIGNED, SEALED AND DELIVERED }
By the within named **Builders/Developers** }
M/s SHIV GANESH BUILDERS }
& DEVELOPERS }
Through it's Partner }
SHRI SANDEEP SHAMRAO KULKARNI }
SHRI BILAS JAMUNAPRASAD JAISWAL }
in the presence of : }

2. }

In the presence of :

RECEIPT

Received with thanks from the within named purchaser the sum of
Rs. _____/- (Rupees _____
_____ only) towards part payment out of total
agreed consideration of the said flat by cheque
no. _____ dt. _____ drawn on _____
_____ Bank on the execution of this agreement.

We say received

Developers

THIRD SCHEDULE**LIST OF AMENITIES**

1. Good Quality Flooring in living, bed and kitchen.
2. T V Point and Cable Point in living room, fan points, tube light points in bed room, kitchen.
3. Kitchen platform with stainless steel sink, tiles above platform up to 4 feet, electric point for Refrigerator in kitchen.
4. Good quality tiles in Bathroom & Toilet up to 4 feet, sufficient fittings in Bathroom.

5. Main Door with sufficient fitting.
 6. Bakelite doors for Bath and W.C..
 7. R.C.C. structure of the building.
 8. Underground and overhead water tank.
 9. Compound to the building with main entrance gate.
 10. On existing well installation of water pump
 11. Lift to the building
- Solar System on the terrace for hot water.
- Fire fighting equipment.

SUPPLIMENTARY AGREEMENT

This Supplimentary agreement is made and entered in to at **DOMBIVLI** on this day of, 2016, between

M/s SHIV GANESH BUILDERS & DEVELOPERS, a partnership firm represented by and through its one of the Partners (1) **SHRI SANDEEP SHAMRAO KULKARNI**, age - 50 years, occupation – business, (**PAN NO. AFSPK 4866 R**), residing at Building no. 1, A / 202 / 203, Ziprya Arcade, Kumbharkhanpada, Subhash Cross Road,

Near Model English School, Dombivli (West) – 421 202, Taluka – Kalyan, District – Thane (2) **SHRI BILAS JAMUNAPRASAD JAISWAL**, age – 49 years, occupation – business, residing at Bunglow no. 5, Yashoda Villa, Mahatma Phule Road, Opposite Maratha Mandir Hall, Dombivli (West) – 421 202, Taluka – Kalyan, District – Thane, hereinafter referred to as the '**DEVELOPERS**' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators, partners and assigns) of the party of the **FIRST PART**;

AND

SHIV GANESH SADAN CO – OPERATIVE HOUSING SOCIETY LTD., represented by and through its Chairman **SHRI RAMESH DATTATRAYA GHARAT**, age - adult, occupation service, residing at Dombivli and (2) **Secretary, SHRI ARUN BABURAO WANI**, age - adult, occupation – business, residing at Umakant Niwas, Navapada, Dombivli (West) hereinafter referred to as the "**SOCIETY**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the party of the **SECOND PART**;

WHEREAS the property being Old Survey No. 229, Hissa No. 3 (part), New Survey No. 4, Hissa No. 3 (part), admeasuring 530 sq. yards (equivalent to 443.30 sq. mtrs.) with corresponding C.T.S No. 5812 to 5826, lying and situate at village – Navagaon, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane, are owned by Shiv Ganesh Sadan Co - operative Housing Society Ltd.,. (The above property is hereinafter referred to as '**said Property**').

AND WHEREAS the said society with the consent of all the members have decided to re – develop the said property and have assigned development rights for re – development in favour of the Developers herein by executing development agreement and power of attorney both dated 30.12.2013.

AND WHEREAS the Developers have obtained construction permission and sanctioned plan for re – development of the said property and are going to start the construction on the said property as per the sanctioned plan and permission.

AND WHEREAS in the development agreement it was agreed between the developers and society that the developers shall allot and sell one flat @ Rs. 950/- per sq. ft. for existing old area of the flat and the additional area of 80 sq. ft. agreed to be allotted and sold @ Rs. 4,000/- per sq. ft.. But considering the re – development of the old

property, the additional area of 80 sq./ ft. is not possible to be allotted and sold at the said rate and, therefore, after the discussions with the society and the members, it was decided and agreed between the parties that instead of 80 sq. ft. extra area, only 40 sq. ft. built up extra area to be allotted and sold to every member of the society and all the members are agreed with the same and it is further agreed between the parties to execute supplementary agreement to that effect with the Developers.

AND WHEREAS the developers and the society herein agreed to execute this supplementary agreement in respect of above mentioned change in the terms and conditions of the original development agreement dated 30.12.2013 and have executed this supplementary agreement on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AS UNDER :

1. The Developers and the society herein admit, confirm and accept the development agreement and power of attorney both dated 30.12.2013 executed between the society and the developers.
2. The Developers and the society admits and confirms that the terms and conditions mentioned in the development agreement at clause no. 4 on page no. 3 has been mutually altered and changed by both the parties and the society.
3. It is agreed between both the parties that in the development agreement at terms and condition no. 4, it is mentioned that for the existing room area of the member / purchaser, the developers shall charge and the member shall pay the consideration @ Rs. 950/- per sq. ft. built up and additional extra area for the flat to be allotted and sold 80 sq. ft. built up @ Rs. 4,000/- per sq. ft.. The said term and condition has been changed and altered as under :

 " the developers shall allot and sell 1 flat in the new building to the member of the society @ Rs. 950/- per sq. ft. carpet for the existing old area of the room and the developers shall allot and sell additional area of 40 sq. ft. built up to the member above the old existing area of the room @ Rs. 4,000/- per sq. ft. and any further excess additional area @ Rs. 6,651/- per sq. ft. built up. "
4. The members of the society those who are not interested in purchasing flats in the new building shall have right and authority to directly deal with the developers for release of their right and flat in the building against the consideration or compensation agreed by the developers and shall execute necessary deeds and documents with the developers and the society shall issue no objection to the concerned member and shall accept the new purchaser as their member.

5. All other terms and conditions of the development agreement shall remain same and binding on both the parties as well as on the members of the society.
6. It is further agreed by the society that there are 21 members of the society and as per the available F S I of their property, the plan is sanctioned by the K.D.M.C. and only 17 members can be accommodated in 17 flats sanctioned in their F S I. Therefore, the society requested the Developers to convert the stilt area in to residential and accommodate 4 members in the ground floor stilt area. As per the request of the society and at the cost and responsibility of the society, the Developers agreed to accommodate 4 members on the ground floor as mentioned above.
7. The society has already informed all their 21 members about the change of the said term and condition and all the members are agreed with the same and they have no any objection for the same.
8. This supplementary agreement shall be binding on both the parties, their office bearers, members, heirs.
9. This agreement is executed at Dombivli with free consent of the parties on this day of, 2016.

IN WITNESS WHEREOF the Developers and the Purchaser/s have hereunto set and subscribed their respective hands on the day and year First written above.

SIGNED, SEALED AND DELIVERED

By the within named **Builders/Developers**
M/s SHIV GANESH BUILDERS
& DEVELOPERS

Through it's Partner

SHRI SANDEEP SHAMRAO KULKARNI
SHRI BILAS JAMUNAPRASAD JAISWAL

in the presence of :

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1. } **DEVELOPERS**

2. }

SIGNED,SEALED AND DELIVERED

By the within named **SOCIETY**
 Represented by and through their Chairman
SHRI RAMESH DATTATRAYA GHARAT,
 & Secretary
SHRI ARUN BABURAO WANI

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).....

In the presence of :)
 1.)
)
 2)

TITLE REPORT

Schedule of Property :

All that piece or parcel of plot of land being Old Survey No. 229, Hissa No. 3 (part), New Survey No. 4, Hissa No. 3 (part), admeasuring 530 sq. yards (equivalent to 443.30 sq. mtrs.) with corresponding C.T.S No. 5812 to 5826, lying and situate at village – Navagaon - Thakurli, Taluka – Kalyan, District - Thane, within the limits of Kalyan Dombivli Municipal Corporation and within jurisdiction of Sub – Registration District – Kalyan and Registration District – Thane, owned by Shiv Ganesh Sadan Co - operative Housing Society Ltd.,..

DOCUMENTS SUBMITTED FOR PERUSAL :

1. 7 / 12 extract Old Survey No. 229, Hissa no. 3 (part), New Survey No. 4, Hissa No. 3 (part), village – Navagaon, issued by Talathi Saja, Thakurli, dated 19.05.2016.
2. Mutation entry no. 404, 3067 issued by Talathi Saja, Thakurli, dated 08.06.2012.
3. C T S extracts nos. 5812 to 5826 all issued by T.I.L.R., Kalyan all dated 20.04.2012.
4. Search Report dated 07.06.2012 issued by Searcher Shri G H Jagtap.
5. Search fee receipt no. 2908853 dated 04.06.2012 issued by Sub – Registrar, Kalyan – 3.

6. Search Report dated 31.05.2013 issued by Advocate Shri S V Tarte.
7. Non encumbrance Title certificate dated 31.05.2013 issued by Advocate Shri S V Tarte.
8. Sale deed dated 31.12.1997 executed between Shiv Ganesh Sadan C H S Ltd., and Smt. Motibai Nago Mhatre.
9. Registration receipt issued by Sub – Registrar, Kalyan 3 under serial no. 2636 / 1997 dated 31.12.1997.
10. Irrevocable Power of Attorney dated 30th December, 2013 executed by Shiv Ganesh Sadan C H S Ltd., in favour of Shiv Ganesh Builders & Developers.
11. Registration receipt dated 30.12.2013 under serial no. KLN 5 / 06854 / 2013 issued by Sub – Registrar, Kalyan – 5.
12. Development Agreement registration date 30th December, 2013 executed by Shiv Ganesh Sadan C H S Ltd., in favour of Shiv Ganesh Builders & Developers.
13. Stamp duty paid receipt for Rs. 8,02,500/- issued by IDBI Bank dated 30.12.2013.
14. Registration receipt dated 30.12.2013 under serial no. KLN 5 / 06853 / 2013 issued by Sub – Registrar, Kalyan – 5.
15. Letter dated 30.07.2016 under serial no. Mahsool / T – 2 / Jaminbab / Vnishchiti / Mouje Navagaon / SR 166 / 16 issued by Tahsildar, Kalyan to Town Planner, K D M C, Kalyan.
16. I O D dated 13.08.2014 under no. KDMC / NRV / BP / DOM / 2014 – 2015 / 22 issued by Kalyan Dombivli Municipal Corporation.
17. Commencement Certificate dated 26.08.2016 under no. KDMC / NRV / BP / DOM / 2014 – 2015 / 22 / 198 issued by Kalyan Dombivli Municipal Corporation.
18. Search Report dated 18.10.2016 issued by Advocate Shri Pravin G Karle for the year 2012 to 2016.
19. Search fee receipt no. 10019 dated 15.10.2016 issued by Sub – Registrar, Kalyan – 5.
20. Letter addressed to T I L R dated 20.07.2014 for recording society's name.

21. Letter of Dy. Superintendent of Land Records, Kalyan dated 25.07.2014 addressed to Ketar Thakkar of Parijat Society, the Developers about the matter of recording the name of the Shiv Ganesh Sadan on C T S records.
22. Enquiry register note book of T I L R.

I have perused the above mentioned documents and I find that Smt. Motibai Nago Mhatre had purchased 1070 sq. yds. property bearing Survey No. 229, Hissa no. 3 (part), from Shri Akbar Ali Alabaksha and the part of the property is sold to Shri Sandip N Zope and the remaining 530 sq. yds. property is retained for herself and the separate 7 / 12 extract in her name has been recorded by the revenue authorities. The above mentioned property was owned by Smt. Motibai Nago Mhatre. The said property is developed by constructing building for the tenants and thereafter she sold out flats / rooms to the tenants

on ownership basis and the said purchasers formed their society by name Shivganesh Sadan C H S Ltd.,. Thereafter the said property has been conveyed in favour of Shivganesh Sadan C H S Ltd., by executing deed of conveyance dated 31.12.1997 by Smt. Motibai Nago Mhatre and registered in the office of Sub – Registrar, Kalyan – 3 under serial no. 2636 / 1997 dated 31.12.1997.

At present as per the 7 / 12 extract, the said property is owned by above mentioned Shivganesh Sadan Co – operative Housing Society Ltd.,. The said society have assigned re -development rights by Development Agreement and Power of Attorney both dated 30.12.2013 in respect of the said property with all the rights of development to M/s Shiv Ganesh Builders & Developers on the terms and conditions specifically mentioned in the development agreement and both the documents are duly registered with the office Sub – Registrar, Kalyan – 5 under serial nos. KLN 5 / 06853 / 2013 and KLN 5 / 06854 / 2014 respectively.

The search of the said property for the last 30 years was taken by Searcher Shri G H Jagtap and Advocate Shri S V Tarte engaged by the owners and I do not find any adverse entry in respect of the said property. I have also gone through the search report issued by Advocate Shri Pravin Karle and taken for the last 5 years. For some

years the registers are shown in torn condition and hence no search was effected for the said years.

The said property has not been transferred yet in the record of City Survey Office in the name of society. The Deputy Superintendent of Land Records vide their letter dated 25.06.2014 informed one of the partners of developers the reason for not recording name of the society. The Deputy Superintendent informed that the said village is yet not taken by them for parinirikshan and, therefore, they can not give effect as per the request of the developers.

On the basis of the above mentioned documents and the information submitted to me, the said property bearing New Survey no. 4, Hissa no. 3 (part), is owned by Shivganesh Sadan Co – operative Housing Society Ltd., and it appears to me that the Title of the above mentioned said property in the hands of the said owners is clean, clear, without encumbrance and hence marketable, subject to above discussions.

This certificate is issued on 19th day of October, 2016, at Dombivli under my seal and signature.

(P.J.SAWANT.)
ADVOCATE.

VILLAGE : **NAVAGAON**

Flat / Shop area sq. ft.(Carpet) & sq. ft.(terrace)

Agreement Value : Rs./-

Market Value : Rs./-

Stamp duty : Rs./-

Pages :

