

AGREEMENT FOR SALE

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

BETWEEN

M/S. SATGHARE BUILTCON PVT. LTD a, having its office at A/1, Roshan Apartment, Near Papdi Talav, Vasai (West) Taluka Vasai, District Palghar, through its Directors, **(1) SHRI. RAJESH YADNESHWAR SATGHARE, (2) SHRI. AMIT YADNESHWAR SATGHARE**, all adult, Indian Inhabitants, hereinafter referred to as “**THE PROMOTER/s**” (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) OF THE ONE PART;

AND

(1) **MR.** _____, aged ____ yrs.,
(2) **MRS.** _____, aged ____ yrs.,
both Residing at _____

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

1. The Property bearing **Gut No. 61/1**, admeasuring Hec. 4452.97 Sq.mts, lying being & situated at Village Umroli, Taluka Palghar, District Palghar is fully owned by Mr. Hemant Narayan Patil hereinafter referred to as the “**Owner no.1**”.
2. The Property bearing **Gut No. 62**, admeasuring Hec. 1730.00 Sq.mts, lying being & situated at Village Umroli, Taluka Palghar, District Palghar is fully owned by Mr.Ghanshyam Ramchandra Raut hereinafter referred to as the “**Owner no.2**”.
3. Owner no.1 and Owner No.2 are collectively hereunder reffered to as “**LAND OWNERS**”
4. The Land Owners herein are entitled to develop the piece and parcel of the non-agricultural land bearing **Gut No. 61/1**,

admeasuring area of **4452.97 sq. mtrs.**, & **Gut No. 62**, admeasuring area of **1730.0 sq. mtrs.** lying being & situated at Village Umroli, Taluka Palghar, District Palghar (hereinafter referred to as the said **“property”**) and is within the limits of Gram Panchayat Umroli, Taluka Panchayat Samiti Palghar, Zilla Parishad Palghar and within the jurisdiction of Sub-Registrar Palghar more particularly described in the Schedule ‘A’ written hereunder.

5. The title of the Owner over the said property is clear, marketable and free from all encumbrances.
6. The Owner wanted to develop the said properties jointly and therefore they took construction permission from Gram Panchayat Umroli vide outward no. 686/2016/17 dated 02/02/2017. The Town Planning Authority, Palghar also recommended vide its recommendation letter no. जा. क्र. बिशेष/बांप/मौ.उमरोळी/ता.पालघर/ग.क्र.६१ व ६२/रहिवास व वाणिज्य/ससंनर — पालघर/४३१ dated 31/03/2017. The Additional Collector, Palghar converted the use of the said property to non-agricultural purposes for residential as well as commercial purposes vied order no. महसुल/कक्ष.१/टे.१/एनएपी/एस.आर—७६/२०१६ dated 26/04/2017 for 6720.00 sq. mtrs.
7. As per the above mentioned construction permission granted by the competent authority as mentioned herein above, the total FSI sanctioned on the said land was 6175.34 Sq.Mts. The said total sanction FSI was further divided in different buildings.
8. The Owners had decided to develop the said property jointly by constructing R.C.C. building thereon having residential and commercial units for sale. However the owners did not have the skill, labour, knowledge and equipments to develop the said property alone. Therefore they had decided to give the

said property for development to the Promoter having required skill, labour, knowledge and equipments. Accordingly the Owners transferred the development rights of some F.S.I over the said property to the Promoter herein by entering in to a Development Agreement dated 24/08/2017 (hereinafter referred to as the "Said Agreement") registered with the Sub-Registrar of Assurances, Palghar at Serial No. PLR-4895/2017.

9. The Additional Collector, Palghar have granted revised Permission for residential as well as commercial purposes vide order no. महसुल/कक्ष.१/टे.१/एनएपी/एस.आर—७६/२०१६ dated 31/12/2017 for 6175.34 sq. mtrs. out of the total property.
10. Thereafter Land Owners and M/S. SATGHARE BUILCON PVT.LTD. have executed a Supplementary Development Agreement regarding FSI in the Building TYPE D1 and TYPE DIA, total admeasuring 2239.38 Sq.mtrs, dated 08/02/2018 registered on 08/02/2018 with the Sub-Registrar of Assurances at Palghar at Serial No. PLR/1020/2018 (hereinafter referred to as the Supplementary Development Agreement).
11. The Promoter herein is thereby entitled to develop the said property i.e.TYPE D1 and TYPE D1A admeasuring **2239.38** Sq.mtrs of F.S.I. of land.
12. WHEREAS by Development Agreement dated 24/08/2017 and Supplementary Development Agreement dated 08/02/2018 executed between the Owner of the one part and promoter of the Other Part (hereinafter referred to as "the Development Agreement"), original owner granted to the promoter development right to the piece of parcel of freehold F.S.I (Floor Space Index) of the property admeasuring **2239.38** sq. mtrs, having stilt, First Floor to Four Floor inclusive of Balcony, in the said lands bearing Gut No. 61/1 and Gut No.62, situated at Village Umroli, Taluka Palghar,

District Palghar more particularly described in the first schedule therein as well as in the **Schedule 'A'** hereunder written (hereinafter referred to as "the Project land i.e.F.S.I."), and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement.

AND WHEREAS the Promoter are entitled and enjoined upon the construction buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land two buildings i.e. **TYPE D1 and TYPE D1A** including ground and upper floor as above mentioned;

AND WHEREAS the promoter has appointed structural Engineer for the preparation of the structural design and drawing of the building and the promoter accepts the professional/supervision of the architect and structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement & Supplementary Development Agreement the Promoter/s have sole and exclusive right to sell his share of the Flat/Shops in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Flat/Shops or Purchaser/s of the Flat/Shops to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the original land owners Architects **M/s** _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed.

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser is offered Flat/Shop bearing number _____ on the _____ **floor**, admeasuring area of _____ sq. ft. i.e. _____ sq. mtrs. (herein after referred to as the said "Flat/Shop") in the _____ wing of the TYPE D1 and TYPE D1A Building called **ADORE GARDENS** (herein after referred to as the said "**Building**") being constructed in the said project, by the Promoter which is described in the Schedule 'B' written hereunder and hereinafter referred to as "**the Flat/Shop.**";

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at MUMBAI no _____;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said

Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat/Shop;

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

1. The Promoter shall construct the said building/s consisting stilt Floor to **Four** upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.(a) (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Flat/Shop no. _____ **on the _____ floor,** admeasuring area of _____ sq. ft. i.e. _____ sq. mtrs. **in the _____ wing of the TYPE D1/TYPE D1A Building,** ADORE GARDEN (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/- including proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.
- 1.(b) The total aggregate consideration amount for the Flat/Shop is thus Rs. _____/-
- 1.(c) The Purchaser has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) as advance payment in the following manner.

Sr.No.	Date	Cheque No./	Bank/ Branch	Amount
1.				

2.				
3.				
4.				
5.				
6.				
	Total			

And hereby agrees to pay to that Promoter the balance amount of Rs _____/-(Rupees_____

_____ Only) in the following manner :-

Sr. No.	Percentage	Amount in Rs.	Stage of the Project
1.	20%		completion of the Plinth
2.	10%		completion of the 1 st slab
3.	10%		completion of the 2 nd slab
4.	10%		completion of the 3 rd slab
5.	10%		completion of the 4 th slab
6.	10%		completion of the 5 th slab
7.	8%		completion of the brick work
8.	8%		completion of the plaster
9.	5%		completion of the flooring and plumbing
10.	5%		completion of the Painting
11.	4%		At the time of possession

- i. The Purchaser agrees to pay to the Promoters the aforesaid installments within 15 days from the date of demand by the Promoters. Beyond 15 days, the Purchaser shall pay to the Promoters interest @ 18% per annum on the amounts due and falling in arrears. However, the Purchaser agrees that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Promoters shall have the absolute right to rescind this agreement.

- ii. On the Purchaser committing default in payment on the due date of any installment due and payable by the Purchaser to the Promoters under this Agreement, and the Purchaser committing breach of any of the terms herein contained, the Promoters shall be at liberty to terminate this agreement by giving 15 days prior notice in writing. On termination of this agreement, the Promoters shall refund to the Purchaser the installments paid towards the consideration within six months from the date of termination. However, the Promoters shall not be liable to pay any interest on the amount so refunded. Further, the Promoters shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges etc. Upon the termination of this agreement, under this clause, the Promoters shall be at liberty to sell the said Flat/Shop to any other person of their choice and at such price as the Promoters may deem fit and the Purchaser shall not object to the same.
- 1.(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Shop.
 - 1.(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification /order /rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
 - 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ -----

% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.

- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser authorizes the Promoter to adjust /appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Shop to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **2239.38** Square meters only and Promoter has planned to utilize Floor Space Index of ----- by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **2239.38** Sq.mtrs as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat/Shop as are mentioned herein.
6. The Promoter shall give possession of the Flat/Shop to the purchaser on or **before** ____st **day of** _____ **201__**. If the Promoter fails or neglects to give possession of his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

- (a) reasons beyond the control of the Promoters as provided under Section 8 of the Maharashtra Ownership Flat/Shops Act, by the aforesaid date/s or
- (b) non-availability of steel and/or cement or any such building material or any prohibitory order of any court against development of property or
- (d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (e) delay in grant of any NOC/permission/licence/connection for installation of any services, electricity and water connections and meters to the project/Flat/Shop/road or completion certificate from appropriate authority; or
- (f) delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Promoters to terminate this agreement under clause mentioned hereinabove),

in that event the period of possession will automatically stand extended.

If the Promoters fail or neglect to give possession of the said Flat/Shop to the Purchaser by the prescribed date as aforesaid on account of reasons beyond his control then the Promoters' shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat/Shop with simple interest from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser, he shall, subject to prior encumbrances, if any, have charge on the said plot as well as the construction or building thereon.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat/Shop, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser

agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2. The Purchaser shall take possession of the Flat/Shop upon the said premises being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this agreement within 15 days of the Promoters giving written notice to the Flat/Shop intimating that the said premises is ready for use and occupation.
- 7.3 Failure of Purchaser to take Possession of the Flat/Shop Upon receiving a written intimation from the Promoter as per clause above mentioned, the Purchaser shall take possession of the Flat/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Shop to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause above mentioned.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Flat/Shop to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used for the purpose of residence/Commercial or any other lawful purpose and shall use the parking space (if any) allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle and not for any other purpose.
9. The Purchaser along with other Purchasers of Flat/Shop in the building shall join in forming and registering an Association of Apartment Owners or a society or a limited company to be known by such name as the Promoters may

decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the organization of the Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Flat/Shop is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is

transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. _____ ps. per month as per square feet's towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
 - (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs. _____/-for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout
11. The Purchaser shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the

Purchaser shall pay to the Promoter, the Purchaser ' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchaser s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or

- thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Purchaser under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come and his/her/theirs successors-in-title doth hereby covenants with the Promoter as follows :-
- i. To maintain the Flat/Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and

- the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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.
 - iv. Not to demolish or cause to be demolished the Flat/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural

members in the Flat/Shop without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- vi. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- viii. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.
- ix. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop 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/Limited Company/Apex Body/Federation regarding the occupancy and use of

the Flat/Shop 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.

- x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xi. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof .
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. 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/Shop 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/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the

time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat/Shop.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ PURCHASER /SUBSEQUENT ALLOTTEES/ PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and

the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser (s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flat/Shop in the Project.

24. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
25. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
26. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or

the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

- (1) **MR.** _____
 (2) **MRS.** _____,
 both residing at _____
 _____,

Notified Email ID: _____

M/S. SATGHARE BUILTCON PVT. LTD

through its Directors,

(1) SHRI. SHRI. RAJESH YADNESHWAR SATGHARE,

(2) SHRI. AMIT YADNESHWAR SATGHARE,

office at A/1, Roshan Apartment, Near Papdi
 Talav, Vasai (West) Taluka Vasai, District
 Palghar,)

Notified Email ID: _____

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

27. JOINT ALLOTTEES/PURCHASERS

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

28. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

29. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time

being in force and the Palghar courts will have the jurisdiction for this Agreement

31. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.
32. This agreement shall always be subject to the provisions of Maharashtra Ownership Flat/Shop Act (Mah. Act No. XV of 1971) and the rules made there under.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Palghar in the presence of attesting witness, signing as such on the day first above written. First Schedule Above Referred to Description of the freehold/leasehold land and all other details Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

THE SCHEDULE 'A' OF THE LAND ABOVE REFERRED TO

ALL THAT piece and parcel of the non-agricultural land bearing **Gut No. 61/1**, admeasuring Hec. 4452.97 Sq.mts. **and Gut No. 62**, admeasuring Hec. 1730.00 Sq.mts, lying being & situated at Village Umroli, Taluka Palghar, District Palghar and within the limits of Gram Panchayat Umroli, Taluka Panchayat Samiti Palghar, Zilla Parishad Palghar and within the jurisdiction of Sub-Registrar Palghar.

The said properties is bound as follows:

- | | |
|---------------------|-----------------------------|
| On or towards East | : Adjacent Gut. No. 60 |
| On or towards West | : Adjacent Gut. No. 63 & 64 |
| On or towards South | : Adjacent Gut. No. 285 |
| On or towards North | : Adjacent Gut. No. 57 |

THE SCHEDULE 'B' OF THE FLAT/SHOP ABOVE REFERRED TO

(Flat/Shop to be sold)

ALL THAT the said Flat bearing Flat/Shop No. ____ on the _____- floor in _____ Wing, admeasuring area of _____ sq. ft. i.e. _____ sq. mtrs. Carpet area in the _____ wing of the TYPE D1 and TYPE D1A Building known as **‘ADORE GARDEN’** constructed on the property lying, situated and being at Village Umroli, Taluka Palghar, District Palghar more particularly described in the Schedule ‘A’ referred hereinabove.

SCHEDULE-I
AMENITIES

#####

- 1 Good quality Vitrified Flooring in all Rooms.
- 2 Pop molding in Hall.
- 3 Decorative main door with good quality fittings-
- 4 Black colour granite kitchen platform with stainless steel sink.
- 5 Powder coated granite aluminum sliding windows.
- 6 Marble frames in each window.
- 7 Full height glazed tiles in W.C, Bath.
- 8 Concealed plumbing with good quality fitting.
- 9 Concealed Electric copper wiring with good quality electrical fitting.
- 10 Distemper paint min all Rooms.
- 11 Loft over bath.
- 12 Landscape garden.
- 13 Decorative Entrance.
- 14 Wash basin.
- 15 Lift.

#

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

SIGNED SEALED AND DELIVERED)

by the within named)

Developer)

M/S. SATGHARE BUILTCON PVT. LTD)

Through its Director)

SHRI. RAJESH YADNESHWAR)

SATGHARE) _____

SIGNED SEALED AND DELIVERED)

by the within named)

Developer)

M/S. SATGHARE BUILTCON PVT. LTD)

Through its Director)

SHRI. AMIT YADNESHWAR)

SATGHARE) _____

SIGNED SEALED AND DELIVERED)

by the within named)

Developer)

SIGNED SEALED AND DELIVERED)

by the within named)

Purchaser/s)

MR. _____) _____

SIGNED SEALED AND DELIVERED)

by the within named)

Purchaser/s)

MRS. _____) _____

In presence of:

- 1. _____
- 2. _____.