

AGREEMENT FOR SALE

THE ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____, 2017 BETWEEN (1) **SHREEJI INFRA**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its registered office address at C-9, Vora Estate, Shahaji Raje Marg, Next to Bhuta School, Vile Parle (East), Mumbai – 400 057, through its partners (i) Mr. Mohd Zahid Abdul Samad Mukhi, aged about ____ years, herein after referred to as **"THE DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof mean and include the Partner or Partners for the time-being constituting the said firm and the heirs and legal representatives of the last surviving Partner), of the **ONE PART.**

AND

2) (a) _____, aged about ____ years, having PAN _____, (b) _____, aged about ____ years having PAN _____, both Indian Inhabitants of Mumbai, having address at _____, _____, _____, _____, hereinafter referred at as **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors administrators and assigns) of Other Part;

WHEREAS:-

A. The UDAYANJALI CO-OPERATIVE HOUSING SOCIETY LTD. is a co-operative housing society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration No. BOM/HSR/4330 of 1974 having its registered office address at Plot No.6, Irani Layout Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057 (hereinafter referred to as the "said Society").

- B.** The Society is the absolute owner of and otherwise seized and possessed of all that piece and parcel of plot of land admeasuring 782.40 Sq. Mtrs. bearing original Plot No. 6, C.T.S. Nos.252/15 of Village – Vile Parle (East), Taluka – Andheri, Dist. – Mumbai Suburban which has come to it through a conveyance deed alongwith the building structure standing thereon and known as “Udayanjali” consisting of ground plus 3 upper floors and part fourth floor having 17 flats totally admeasuring 8245.00 Sq. Ft. carpet with a terrace attached to one flat admeasuring 500 Sq. Ft. carpet being situate at Plot No. 6, Irani Layout, Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057 (hereinafter the said Plot of Land and said building structure shall be collectively referred to as the “said Property”). A building known as “UDAYANJALI” consisting of 17 flats is standing on the said property and the same is owned by the Society. Its present 17 members occupy the said 17 flats.
- C.** In the above premises, the society and its members were in absolute, exclusive and lawful possession use and enjoyment of the said property and the existing building.
- D.** The said building of “UDAYANJALI” was more than 42 years old and is in such a condition that it required extensive repairs. The cost of such repairs was quite considerable and the Members of the Society were not in a position to meet the said cost.
- E.** In the meantime, under the provisions of the Development Control Rules, it is found that it is possible to avail of the benefit of Additional F.S.I. under the scheme of Transferable Development Rights (T.D.R.) & Fungible FSI. The Members of the Society felt that they should take advantage of the said scheme of T.D.R. & fungible FSI.

- F.** The Society was also advised that it would not be in the interest of the Society to carry out the extensive repairs to the building by spending huge amount on such repairs and still the structure remains as the old building. On the other hand, the consensus was reached amongst the members that they could get a new flat with some additional area free of cost and for that purpose the Society should demolish the existing structure and construct a new building on the said property by utilizing the plot F.S.I. and also by bringing in additional F.S.I. by way of T.D.R. & fungible FSI.
- G.** The Society had under its various General meetings passed a Resolution to the effect that the existing building of "UDAYANJALI" should be demolished and a new building should be constructed at the site thereof by utilizing the plot F.S.I. and also by bringing in T.D.R. / F.S.I. from outside.
- H.** The Society therefore, called for offers / tenders from reputed builders including the Developers. After scrutinizing the merits and demerits of such offers, the Society had selected the Developers herein.
- I.** Under Development Agreement Dt.11/04/2013 executed by and between the Society and the Developers herein; the Society has granted development rights in respect of its property being all that piece or parcel of land or ground together with building standing thereon being plot of land admeasuring 782.40 Sq. Mtrs. bearing original Plot No. 6, C.T.S. Nos.252/15 of Village – Vile Parle (East), Taluka – Andheri, Dist. – Mumbai Suburban which has come to it through a conveyance deed alongwith the building structure standing thereon and known as "Udayanjali" consisting of ground plus 3 upper floors and part fourth floor having 17 flats totally admeasuring 8245.00 Sq. Ft. carpet with a terrace attached to one flat

admeasuring 500 Sq. Ft. carpet being situate at Plot No. 6, Irani Layout, Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057 (more particularly described in the **Schedule - I** hereunder written) for valid consideration and on the terms and conditions as recorded in the said Development Agreement Dt.11/04/2013. The said Development Agreement Dt.11/04/2013 is duly registered with Sub-Registrar of Assurance, Andheri Taluka, Andheri-3, Mumbai on 12/04/2013 under Sr. No.BDR-9-2839-2013. The copy of Property Card is enclosed herewith and marked as **Annexure "A"**.

- J.** As per the terms and conditions of Development Agreement Dt.11/04/2013 the Developers are authorised to develop the said property at its own costs, risks, expenses and responsibility and on “principal to principal” basis and the not as agent of the Owner by putting building plans that may be sanctioned by M.C.G.M., and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and shall be entitled to utilize the entire floor space index [F.S.I.] as available in respect of the said Property and the F.S.I. of other properties by way of transfer of development rights [T.D.R.] and Fungible FSI to the maximum extent permissible under the Development Control Regulations, free from all encumbrances, claims and demands.
- K.** The Developers have appointed MR. UMESH BHATT, having address at 212, Shiv Plaza Shopping Centre, Kandivali Station Road, Kandivali (W), Mumbai 400 067 registered with MCGM, as the Architect / Licensed Surveyor for the said project with whom Developers have executed standard Agreement. Similarly developers have appointed MR. SIDDIQUE SUNASARA, having address at Frame Design Consulting Engineers, 6/109, Lily Annex, 255 Sharma Estate, S.V.Road, Jogeshwari (W), Mumbai-400 102 as the Structural

Engineers for preparation of structural designs and drawings for the construction of new building.

- L.** The Developers have already got plans prepared and submitted through their Architect and Municipal Corporation of Greater Mumbai has already sanctioned the plans and issued **I.O.D. No. CHE/WS/1101/K/337(NEW) dated 01/08/2014**. The copy of said IOD is enclosed herewith and marked as **Annexure "B"**. The Developers have further pursued the matter with the M.C.G.M. and obtained **Commencement Certificate No. _____** **Dt. __/__/_____**. The copy of said Commencement Certificate is enclosed herewith and marked as **Annexure "C"**
- M.** In the premises aforesaid, the Developers herein have become seized and possessed of or otherwise well and sufficiently entitled to develop the said property more particularly described in the Schedule – I hereunder written;
- N.** While sanctioning the said plans, the M.C.G.M. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and constructing the buildings thereon and upon due observance and performance by the Developers, the Occupation Certificate in respect of the said building shall be granted by the M.C.G.M.
- O.** In these circumstances, the Developers are developing the said property by constructing a multi storey new building in the name of "Udayanjali" in the manner hereinafter stated, as per the plans which has sanctioned by Municipal Corporation of Greater Mumbai by utilizing the entire floor space index (i.e. F.S.I.) as available in respect of the said property and also the F.S.I. of other properties by way of Transferable Development Rights (i.e. T.D.R.), fungible FSI to

the maximum extent permissible and as per the rules and regulations of MCGM.

- P.** On the instructions of the Developers, **Kirti Nagda & Associates, Advocates High Court** have investigated the title of the Developers to the said property described in the Schedule - I hereunder written. The said Advocate by his Certificate Dt.13/06/2013 opined that the title of the Developers to the said property is clear and marketable and free from all encumbrances howsoever. A copy of the said Title Certificate Dt.13/06/2013 is annexed hereto and marked as **Annexure "D"** to this Agreement.
- Q.** The Purchaser/s has requested the Developers for allotment to the Purchaser/s **Flat No. _____ on _____ floor, in '____' wing,** admeasuring about **_____ Sq.ft. Carpet area** in the building proposed to be constructed, by the Developers on the said property and to be known as **"Udayanjali"** situate at Plot No. 6, Irani Layout, Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057 (hereinafter referred to as **"the said Flat"** and more particularly described in the **Schedule - II** attached hereto). The Developer has agreed to allot one car parking at Stilt/Open/Stack bearing No. _____ as amenities attached to said Flat.
- R.** At the request of the Purchaser/s the Developers have agreed to sell to the Purchaser/s the Flat at the price and on the terms and conditions hereinafter appearing.
- S.** The Purchaser/s has agreed to purchase the said Flat at or for the total price of Rs._____/= (Rupees _____ only).
- T.** Under section 4 of the said Act the Developers are required to execute a written agreement for sale of the said Flat to the Purchaser/s being these presents.

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

- 1.** The Developers shall develop and construct a residential building known as "Udayanjali" belonging to the Udayanjali Co-operative Housing Society Limited, on the said property more particularly described in the Schedule – I hereunder written in accordance with the plans, designs and specifications duly approved by M.C.G.M. and other local authority and which have been inspected and seen by the Purchaser/s with only such variations and modifications as the Developers should consider necessary or as may be required by the M.C.G.M. or other concerned authority to be made in them or any of them; which the Purchaser/s hereby irrevocably express and authorize the Developers to make such changes/modifications provided however such changes/ modifications shall not adversely affect Flat of the Purchaser/s.
- 2.** The Purchaser/s hereby agrees to purchase from the Developers and the Developers agree to sell to the Purchaser/s **Flat No. ____ on ____ floor, in ` ____ ' wing,** admeasuring about ____ **Sq.ft. Carpet** area as shown in the typical floor plan hereto annexed and marked as **Annexure "E"** in the proposed new building known as "**Udayanjali**" belonging to Udayanjali Co-operative Housing Society Ltd. on the said property situate at Plot No. 6, Irani Layout, Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057 for the total consideration of Rs._____/= (Rupees _____ only) which price includes the price for proportionate common area and facilities appurtenant to the said Flat.
- 3.** As per Income Tax Act an amount of 1% out of total consideration amount is required to be deducted as TDS under section 194 I-A of Income Tax Act, 1961 by Purchaser/s and the same is to be

deducted from each of installment amount and to be paid by Purchaser/s to the I. T. Department directly on behalf of the Developers and after deducting the said amount of 1% of consideration amount the Purchaser/s shall pay the consideration amount to the Developers and shall immediately issue TDS certificate to the Developers.

4. Accordingly on execution hereof the Purchaser/s have paid a sum of Rs._____/ - (Rupees _____ Only) to the Developers after deducting TDS of 1% of Rs._____/ - (Rupees _____ Only) thus aggregating to part consideration of Rs._____/ - (Rupees _____ Only) and Purchaser/s shall pay the balance sum of Rs._____/ - (Rupees _____ Only) to the Developers after deducting TDS in the following manner:-

It is agreed that, each of the aforesaid installments amount shall be accompanied with additional separate cheques payable towards service tax, VAT and any other tax levied in future. The aforesaid amount towards service tax and VAT is subject to change as per prevailing rules and regulations from time to time.

Sr. No.	Schedule of Payment	Amount
1.	On commencement of plinth;	
2.	On casting of Second Slab;	
3.	On casting of Third Slab;	
4.	On casting of Fourth Slab;	
5.	On casting of Fifth Slab;	
6.	On casting of Sixth Slab;	
7.	On casting of Seventh Slab;	
8.	On or before completion of brick work & internal Plaster;	
9	On or before completion of External Plaster;	
10.	On completion of flooring;	
11.	On or before fixing of door and window shutter;	
12.	On or before fixing plumbing work;	
13.	On obtaining the Occupation Certificate	
	Total	

- 5.** In the event of the Purchaser/s making any default payment of any installment/s of the said purchase price and/or in observing and payments under this Agreement on their dates and/or in observing and performing any of the terms and conditions of this Agreement the Developers shall be entitled to make time for payment the essence of contract and in event of the default continuing in spite of 15 days notice to be sent by the Developers to the Purchaser/s, the Developers will be at liberty to terminate this Agreement, an amount of upto 10% of the said Purchase price shall be liable to be forfeited in the event of this Agreement standing terminated by the Developers. The Developers will be entitled upon such termination of this Agreement to sell and/or dispose of the said Flat in favour of any third party or person as the Developers may deem fit at such price and on such terms as the Developers may deem fit and the Purchaser/s herein will have no right to question or object to or obstruct or the price for which the said Flats are sold (i.e. "the said resale price') or to claim any amount there from the Developers and/or the Owner save as provided herein. In the event of the Developers invoking the provision for forfeiture shall be at the entire discretion of the Developers to determine the amount shall not exceed 10% of the said purchase price, the amount as may be so determined by the Developers is hereinafter referred to as "the forfeiture amount".
- 6.** The Developers shall prior to putting any third party in possession of the said Premises refund to the Purchaser/s amounts as under:
- i) The Developers shall refund to the Purchaser/s such amounts as may have been paid by the Purchaser/s to the Developers in payment of the said purchase price after deducting there from
 - a) 10% of the forfeiture amount, if any, b) the compensation, if

any, payable by the Purchaser/s unto the date of termination of this Agreement c) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement in the event the Purchaser/s has not paid the same as provided hereunder, d) the amount of interest payable by the Purchaser/s to the Developers in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid, and

ii) The Developers shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser/s in full satisfaction of all his/her/their/its claims under this Agreement and/or to the said Premises.

7. 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 said Flat to the Purchaser/s obtain from the concerned local authority occupation certificate in respect of the said Flat.

8. The Developers hereby declare that they are carrying out development and construction of the proposed building by utilizing balance F.S.I. and Transfer of Development Rights (i.e. T.D.R.), fungible FSI and the same is as per I.O.D. and sanctioned plans issued by M.C.G.M.

9. In case hereinafter, the Developers and/or Society are entitled to any additional Floor Space Index (FSI) the Developers are expressly authorised to construct the additional structures on any part of the property more particularly described in the Schedule hereunder

written as may be sanctioned by the Municipal Corporation of Greater Mumbai.

- 10.** Any balance floor space index that shall remain unutilized after the building as envisaged with the plans sanctioned shall have been constructed on the said property, the apportionment of such extra Floor Space Index shall be exclusive rights of the Developers and their decision in this respect shall be final and binding on all the purchasers of the Flat.
- 11.** The Purchaser/s agree to pay to the Developers interest at 24% per annum on all the amounts which become due and payable by the Purchaser/s to the Developers under the terms of this agreement from date the said amount due and payable by the Purchaser/s to the Developers.
- 12.** The fixture fittings and amenities to be provided by the Developers in the said building and the Flat are those that are set out in **Annexure "F"** hereto.
- 13.** The Developers shall give possession of Flat to the Purchaser/s on or before 31/12/2019. If the Developers fail or neglect to give possession of Flat as aforesaid on account of reasons beyond their control by the aforesaid or dates described in Section 8 of the said Act then in such event the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by the Developers in respect of Flat with simple interest at the rate of 9% per annum from the date the Developers received the sum till the date the amounts and interest thereon are repaid provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is repaid by the Developers to the

Purchaser/s it shall, subject to prior encumbrances if any, be a charge on the said property as well as construction of building in which the Flat is situate or were to be situated, PROVIDED THAT the Developers shall be entitled to reasonable extension of time for giving possession of Flat on the aforesaid date, if the completion of the building in which the Flat is to be situate is delayed on account of :

- i)** Non-availability of cement, steel, sand and other building material water or electricity supply or scarcity of labour.
- ii)** War, civil commotion or act of God :
- iii)** Any notice, order, rule notification of the Government and/or other public or competent authority.
- iv)** Any order of the Court, authority or stop work notice issued by M.C.G.M.

14. The Purchaser/s shall take possession of the Flat within 30 days of the Developers giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation PROVIDED THAT if within a period of 12 months from the date of handing over Flat to the Purchaser/s, the Purchaser/s bring to the notice of the Developers any defect in the Flat or building in which the Flat is situate or the material used therein or any unauthorized change in the construction of the said building then, wherever possible such defect or unauthorized changes shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change.

15. The Purchaser/s agrees and undertakes to use the said Flat or any part thereof or permit the same to be used for the purpose of

residence only. They shall use the parking space only for the purpose of keeping or parking purchaser's own vehicle.

- 16.** On completion of the development of the said property and after obtaining full occupancy certificate, the Developers shall nominate the Purchaser/s to be accepted by the Nandkumar Co-operative Housing Society Limited as the members and for which purpose the Purchaser/s shall from time to time sign and execute application for membership and other papers and documents as may be required for becoming a member of the said society.
- 17.** Commencing a week after Notice in writing is given by the Developers to the Purchaser/s that the Flat is ready for use and occupation the Purchaser/s shall be liable to bear and pay to the Society the proportionate share (i.e. in proportion to the area of Flat) of outgoing in respect of the said flat and premises namely local taxes, betterment charges, water charges, insurance, common light repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building.
- 18.** The Purchaser/s further agrees that till the Purchaser/s share is so determined Purchaser/s shall pay to the Developers provisional monthly contribution of Rs. _____/= (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until the Building is completed and handed over to the Society. Subject to the provisions of Section 6 of the said Act, the aforesaid deposit (less deduction provided for this Agreement) shall be paid over by the Developers to the Society. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings

regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However a further sum of Rs. _____/= (Rupees _____ only) equivalent to twelve months maintenance charges be deposited by the Purchaser/s with the Developer before taking possession of the said Premises.

19. The Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Developers and/or the Society as may be intimated by the Developers following amounts:

- 1.** Rs. _____/= being deposit or charges towards electric connection/ electric meter.
- 2.** Rs. _____/= being deposits/charges towards water connection/ water charges/ water meter.
- 3.** Rs.500/= being amount towards share money and Rs.100/- towards entrance fee for the membership of the society.
- 4.** Rs. _____/- being proportionate share in capital property of the society or share in sinking fund.
- 5.** Rs. _____/= being legal fees.
- 6.** Rs. _____/= towards Development Charges.

Total Rs. _____/- (Rupees _____ Only)

20. The Developers have informed the Purchaser/s that the said property described in the Schedule – I hereunder written is owned by the said Udayanjali Co-operative Housing Society Limited. On the completion of the said building and the Purchaser/s paying to the Developers all the moneys that may become due and payable as stated herein, and only after getting the occupancy certificate the Developers shall arrange to admit the Purchaser/s as member of the said Society and cause to be allotted to the Purchaser/s the said Flat in accordance with the Bye-laws of the said Society PROVIDED THAT the

Purchaser/s shall pay with prescribed form Rs.500/= being the share money and Rs.100/= as Entrance fee of the said Society as if the Purchaser/s is/are eligible for the membership in terms of this Agreement and the Bye-laws of the said Society.

- 21.** The Purchaser/s shall be on being admitted as a member of the Society, bound by the bye-laws and the rules and regulations of the Udayanjali Co-operative Housing Society Limited for the time being in force, or in the amalgamated society as the case may be.
- 22.** It is hereby further expressly agreed that notwithstanding the Purchaser/s approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser/s to make payment of part/balance purchase price in respect of the said Flat to the Developers and mortgaged/mortgage the said Flat with such Banks/Financial Institutions (which is to be subject to issuance by the Developers of a No-Objection letter in favour of such Bank/Financial Institutions) for repayment of the loan amount it shall be the entire responsibility of the Purchaser/s to ensure that payment of the part/balance purchase price to the Developers is made as stated hereinabove and further to repay the entire loan amount to such Banks/financial Institution; the Developers shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/ Financial Institutions. The Purchaser/s hereby further expressly agrees that the Purchaser/s shall not sell, transfer, let out or deal with the said Flat in any manner whatsoever without obtaining prior written permission from the Developers as per the provisions contained herein and from such Banks/ Financial Institutions (during the pendency of the loan) and the Developers shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions

governing the said loan. It shall be the responsibility of the Purchaser/s to inform Udayanjali Co-operative Housing Society Ltd. about the lien of such Banks/ financial Institutions and the Developers shall not be liable or responsible for the same in any manner whatsoever. The Purchaser/s shall indemnify and keep indemnified the Developers and its successors and assigns and/or the Developers may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any thereof or on account of any breach by the Purchaser/s of the terms and conditions governing the said loan in respect of the said Flat. The Purchaser/s hereby agrees and undertake that the Developers shall have a charge on the said Flat subject to the prior charges of such Banks/ Financial Institutions towards all the claims, costs, charges or expenses/ losses of the Developers all and any of the aforesaid amount with interest thereon forthwith on demand by the Developers without any delay, default or demur.

23. The Purchaser/s or himself with intention to bring all persons into whomsoever hands the Flat may come doth hereby covenant with the Developers as follows :-

a) To maintain the Flat at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building which the Flat is situated, stair case or any passages which may be against the rules, regulations or byelaws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof :

- b)** Not to store in the Flat any goods which of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose other floors which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the cost and consequences of the breach.
- c)** To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or the Building in which the Flat is situated or the Flat which may be governed with the rules and regulations and bye-laws of the concerned local authority to other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 Flat or any part thereof or 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

schemes of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair condition and in particular so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC Partis or other structural members in the Flat without the prior written permission of the Developers 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 Flat is/are situated.
- g)** Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other services connection to the building in which the Flat is situate.
- h)** 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 or on account of change of user of the Flat by the Purchaser/s or otherwise.

- i)** The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of this Agreement or part with possession of the Flat until all dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Developers and obtained the No objection of the Developers in writing.
 - j)** The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt and the addition alteration 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 the 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat of the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - k)** To allow the Developers with their servants and agents in the said Flat or any part thereof to carry out the necessary repairs to the buildings and/or the Flat/premises.
- 24.** The Developers shall maintain separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received towards the outgoings, legal charges, etc.

and shall utilize the amount only for the purposes for which they have been received.

- 25.** 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 property and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-case, terrace, recreation space, etc. will remain the property of the Society.
- 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/s by the Developers shall not be construed as a wavier on the part of the Developers or any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
- 27.** The Purchaser/s shall present this Agreement to the proper registration office for registration within the time limit prescribed by the Registration Act and the Developers attend such office on being informed by the person/s admit execution thereof. The stamp duty and registration charges, if any, payable for registration of this agreement shall be borne and paid by the Purchaser/s alone.
- 28.** All notice to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered A.D. Post, Under Certificate of posting or by courier at his/her address specified below :-

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- 29.** It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Flat in the said building, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the society.
- 30.** The Agreement shall always be subject to the provision of the Maharashtra Ownership Flats Act, 1963 and the Rules made there under.

THE SCHEDULE – I ABOVE REFERRED TO:

ALL that piece or parcel of land or ground bearing plot of land admeasuring 782.40 Sq. Mtrs. bearing original Plot No. 6, C.T.S. Nos.252/15 of Village – Vile Parle (East), Taluka – Andheri, Dist. – Mumbai Suburban situate at Plot No. 6, Irani Layout, Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057.

THE SCHEDULE – II ABOVE REFERRED TO:

ALL THAT piece and parcel of Flat No. ____ on ____ floor, in ` ____' wing, admeasuring about ____ Sq.ft. Carpet area in the new building known as "Udayanjali" to be constructed on plot of land admeasuring 782.40 Sq. Mtrs. bearing original Plot No. 6, C.T.S. Nos.252/15 of Village – Vile Parle (East), Taluka – Andheri, Dist. – Mumbai Suburban situate at Plot No. 6, Irani Layout, Shahaji Raje Marg, Vile Parle (East), Mumbai – 400 057.

IN WITNESS WHEREOF the parties hereto set and subscribed their hand on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED by)
the withinnamed `THE DEVELOPERS')
M/S. SHREEJI INFRA through its)
partners (i) Mr. Mohd Zahid Abdul Mukhi)
in the presence of)

Photograph

Left hand thumb impression

Signature

Witnesses:-

1.
2.

SIGNED SEALED AND DELIVERED by the)
withinnamed "THE PURCHASER/S")
_____)
_____)
in the presence of)

Photograph

Left hand thumb impression

Signature

Photograph

Left hand thumb impression

Signature

Witnesses :-

1.
2.

RECEIPT FOR PART CONSIDERATION

RECEIVED from Within named)
Purchaser/s a sum of Rs. _____/=)
(Rupees _____ only))
by cheques/pay orders, the details whereof)
are as under being earnest money/part)
Payment payable in respect)
of Flat No. _____ on _____ floor, in `____' wing,)
admeasuring about _____ Sq.ft. Carpet area)
in the building proposed to be)
constructed in)
Udayanjali Co-operative Housing Society Limited,)
situate at Plot No. 6, Irani Layout,)
Shahaji Raje Marg, Vile Parle (East),)
Mumbai – 400 057, as agreed)
To be sold on ownership basis to the Purchaser/s)
Under this Agreement for Sale Dt. __/__/____) Rs. _____/=

Sr. No.	Cheque No.	Date	Amount	Bank/Branch
1.				
2.				
3.				TDS
		Total Rs.		

We say received
For SHREEJI INFRA

(i) Mr. Mohd Zahid Abdul Samad Mukhi
(Partners)

Witnesses :-

1.

2.

ANNEXURES

Annexure	Particulars
Annexure "A"	Copy of Property Card
Annexure "B"	Copy of IOD
Annexure "C"	Copy of Commencement Certificate
Annexure "D"	Title Certificate Dt. 13/06/2015 of Kirti Nagda & Associates, Advocates High Court
Annexure "E"	Typical Floor Plan
Annexure "F"	Fixture, Fittings and Amenities

ANNEXURE – "F"

**LIST OF COMMON UTILITIES & FACILITIES TO BE PROVIDED IN
THE NEW BUILDINGS**

For **SHREEJI INFRA**

(Mr. Mohd Zahid Abdul Samad Mukhi)
(Partners)

(Purchasers)

MUMBAI THIS — DAY
OF _____, 2017

BETWEEN

SHREEJI INFRA

..... Developers

AND

..... Purchaser/s

AGREEMENT FOR SALE
