

II SHRI II

AGREEMENT FOR SALE

MARKET VALUE Rs. _____/-

ACTUAL VALUE Rs. _____/-

STAMP DUTY PAID OF RS. _____/-

ARTICLES OF AGREEMENT made and entered into at. Neral, Taluka -
Karjat and Dist. Raigad, this _____ day of 2017.

BETWEEN

Sarang Developers, Through its proprietor Mr. Mohammed Mukhtar Abdul Rauf Kazi, Age-39 years, Occupation- Builder, Pan no. BQOPK0013J. R/o. Sarang Bungalow, Charnipada Road, Kousa, Mumbra, Dist. Thane-400612, hereinafter referred to as **“THE BUILDER / DEVELOPERS / PROMOTERS/ OWNERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm his/her/their executors and administrators and the survivor of them the heirs, executors and administrators of the last survivor) of the **ONE PART**;

AND

Mr. _____, Aged. _____ Years, Pan No. _____ Occupation - Business, **Residing at:-** _____
_____. Hereinafter referred to as **“the PURCHASER/S”** (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART**

AND WHEREAS The said property was previously an agricultural land bearing respective Survey No. **439** which is converted in plot no 1 to 6 Non Agricultural Land Plots by the order of Collector Of Raigad by his order Bearing No **bearing no. 6** dated 28/01/2002, and the collector of Alibaug was given

permission for the residential purpose in to the above mentioned property and accordingly **mutation entry no. 4020** effected on revenue record.

AND WHEREAS Mr. Anant Ragho Rane sold the said property by a registered sale deed dated 07/03/2002 bearing Reg. No.622/2002 to **Mr. Sudhir Chandrakant Tamhane and Mrs. Ashwini Anil Tamhane** and therefore the **mutation entry no. 4043** effected on revenue record.

AND WHEREAS as per the Maharashtra government revenue and forest department letter bearing no.C.L.R.2001 of Mumbai dated 13/11/2003 and Taluka order no. **R.T.S/03** dated 25/08/2003 that the changes was need for computerization system and therefore the survey no. **284/1 Paiki** was given new survey no. **439** and accordingly **mutation entry no. 4116** was effected on revenue Record on 28/10/2003.

AND WHEREAS Mr. Sudhir Chandrakant Tamhane and Mrs. Ashwini Anil Tamhane sold the said property by a registered sale deed dated 26/08/2013 bearing **Reg. No.5831/2013** to **Mr. Rayshi Gangaji Gala** and therefore the **mutation entry no. 5573** effected on revenue record.

AND WHEREAS Mr. Rayshi Gangaji Gala sold the said property by a registered sale deed dated 11/08/2015 bearing **Reg. No.1612/2015** to Present owner **Mr. Mohammead Mukhtar Abdul Rauf Kazi** and therefore the **mutation entry no. 5778** effected on revenue record.

AND WHEREAS the Owner / Builder/ Developer/ Promoter became the absolute owner of the said property.

AND WHEREAS Builder / Developer/ Promoter is in seized and possessed of and otherwise well and sufficiently entitled to deal with or dispose of by way of sale, transfer the property, more particularly described in **FIRST SCHEDULE** hereunder written. and the said developer decided to develop the said property and sell it to the different purchasers on “ **OWNERSHIP BASIS.**”

AND WHEREAS the Developers have proposed to construct on the said property partly ground plus three and Partly Stilt plus Three storied building named as “**Sakaar Residency**” on **survey no. 439, plot no.6** situated at

village. **Neral**, Tal. Karjat, Dist Raigad more particularly described in the First Schedules hereunder written.

AND WHEREAS the Collector of Raigad has given the NA permission for residential purpose permission by his order bearing no. _____ dated **28/01/2002**. Copy Of NA permission is annexed as **Annexure `C'** .

AND WHEREAS the **ZILHA PARISHAD RAIGAD** has given construction permission for residential & commercial purpose by its order bearing no. _____ **250@2016** dated **02/06/2016** and also sanctioned construction plans dated 02/06/2016 submitted/ Builder/ Developers/ Promoter owners for constructing building on the said property more particularly described in the First Schedule hereunder written on the terms and conditions contained in the said letter. Copy Of Construction permission is annexed as **Annexure `B'**.

7/12 extracts showing title of the Owner/Developer in respect of the said Plot No. 6 are annexed hereto as **Annexure `D'**, .

AND WHEREAS The Purchaser demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the property, the said order, the plans, designs and specifications and prepared by Developers, Architect and of such other documents as are specified under the **The Real Estate Regulation Act 2016** (hereinafter referred to as " The Said Act") and the rules made there under.

AND WHEREAS The Developers have entrusted the architect works to '**Shri Brahmachaitanya Enterprises Architecture & Engineer**' (hereinafter called "The Said Architect & Engineer") & RCC works to **S.N Mahajani** (hereinafter called "The Said RCC Consultants") to develop, design and lay down specifications for construction of the building on the said plot.

AND WHEREAS the copies of certificate of title issued by Advocate of the Developers, property extract, any other revenue record showing the nature of the said vendors to the said land and copies of the said plan and commencement certificate approved by the Concerned Authority.

AND WHEREAS the Builder / Developers have accordingly commenced construction of the said building in accordance with the said plans. The Builder / Developers have further informed the Purchaser that the Builder /Developers shall be selling Flats/Shops in the said building on what is known as **“Ownership Basis”** (with a view ultimately that the Purchasers of all the Flats/shops in the said building should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Society Act, 1960 or ultimately become members of such society) and upon the Purchasers of all the Flats/Shops in the said building paying him in full all their respective dues payable to the Builder / Developers and strictly complying with all the terms and conditions of the respective agreement with the Builder /Developers (in a form similar to this Agreement), The Builder /Developers shall execute the necessary Agreement for Sale of the said property together with the building laid down with the Builder /developers .The purchaser has agreed to acquire from the Builder /developers _____ in the said building with full notice of terms and conditions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said act the Builder /developers are required to execute a written agreement for sale of the said flat/Shop in favour of purchasers being in fact these presents and also to register the said Agreement under the Registration Act.

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

1). The Builder / Developers shall construct the said Building on the said property in accordance with the plans, designs, specifications approved by the Town Planning Department Raigad and Collector of Raigad and which have been seen and accepted by the Purchaser/s with only such variations and modifications as the Builder / 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.

2).The Builder / Developers are constructing the said building on the said property more particularly described in the First Schedule hereunder written in accordance with the plans and specifications which have been kept at their office and the building site for inspection and which the purchaser has seen and

approved. The Purchaser also agreed that the Builder / Developers may make such variations thereto as may be required to be done by the Government, **Zilha Parishad Raigad/ Collector of Raigad** or any other local authority.

3). The Purchaser/s has/have prior to the execution of this agreement satisfied himself /herself /themselves about the title of the Builder / Developers to the said property and he/she/they shall not be entitled further to investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Purchaser/s shall be deemed to have purchased the said premises on the condition set out in the recitals above.

4). The Purchaser/s hereby agree/s to acquire Flat premises a **Flat No. _____, on _____ Floor** in the said building (here after called The Said Premises) as per the plans, Specifications seen and accepted by him /her / them for **Rs. _____/- (Rupees _____ only)** as sale price The said price is fixed on lumpsum basis and has no bearing on the actual measurement. The **CARPET** area of the said Shop is **_____ Sq. Ft.**

5). The said price shall be paid by the Purchaser/s to the Builder /Developers in manners given below :

Sr.No.	Particulars	Percentage
1.	On Booking	20%
2.	On or before completion of Plinth	10%
3.	On or before completion of 1 st Slab	10%
4.	On or before completion of 2 nd Slab	10%
5.	On or before completion of 3 rd Slab	10%
6.	On or before completion of 4 th Slab	10%
7.	On or before completion of Brick Work	5%
8.	On or before completion of Plaster Work	5%
9.	On or before completion of Flooring & Tiling Work	15%
10.	At the time of possession	5%
	TOTAL	100 %

All the payment made by the purchaser should be done in the name of Builder/owner/Sarang Developer.

6). The prompt and timely payment of each of the installment shall be the essence of the contract. A certification of the developers architect shall be conclusive proof that the plinth or the respective slab or the respective work is

completed and within 7 days from the date of receipt of the intimation from developers to the purchasers informing the purchasers that the plinth or the respective slab or the respective work have been completed the purchasers shall make the payment as agreed to by him /her /them as herein provided. In case the purchaser fails to make the balance payment, then an interest of 24% per annum shall be charged for the remaining payment. The purchaser shall not raise any obligation as regards the completion of the plinth or the respective slab or the work in regard to the certificate of the architect.

7). The Purchaser/s hereby confirms that the consideration and all payments under this agreement payable to the Owner/Developer is net and all other payments including Stamp Duty, Registration, Legal Fee, Sale Tax, Service Tax, VAT, L.B.T. or any other Tax and all other payments, including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s including any judicial view, review, interpretation and for reason/s whatsoever) for sale of the said Flat to the Purchaser/s herein shall be on account of the Purchaser/s alone and same shall be paid and/or settled by the Purchaser/s immediately along with payment of each installment without making the Owner/Developers herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess etc. whether direct or indirect (including but not limited to Service Tax, VAT etc.) by the Purchaser/s, the Purchaser/s shall be liable to pay any penalty that may be levied by such Authority along with interest @ 24% p.a. on the delayed payment to the Owner/Developers.

8). The Owner / Developer 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 authority at the time of sanctioning the building plans and/or may be imposed at or any time thereafter and obtain Occupation Certificate and/or completion Certificates in respect of the said building. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser/s. If at any time prior to the execution of conveyance, the floor space index at present applicable to the said Property is increased, such increase shall accrue for the benefit of the Owner / Developers only and Purchaser/s/society of flat Purchaser/s shall not have any objections.

9). The Purchaser/s agree/s to pay to the Builder / Developers interest @ 24% on all the amounts which become due and payable by the Purchaser/s to the Builder /Developers under the terms and conditions of this Agreement from the date said amount becomes payable by the Purchaser/s to the Builder /Developers till it is paid.

10). On the Purchaser/s committing default in payment on due dates on any amount due and payable by the Purchaser/s to the Builder /Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authorities and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained the Builder / Developers shall be entitled at their own option to terminate this agreement and forfeit the earnest money.

PROVIDED ALWAYS that the power of the termination herein before contained shall not be exercised by the Owner / Developer unless he shall have given to the Purchaser/s thirty days prior' notice in writing of his intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within notice period.

PROVIDED further that upon termination of this Agreement as aforesaid, the Owner/Developers shall forfeit the booking amount paid by the Purchaser/s as liquidated damages and shall refund to the Purchaser/s balance of the purchase price of the flat which may till then have been paid by the Purchaser/s to the Owner/Developers but the Owner/Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement and refund of the aforesaid amount by the Owner/Developers; the Owner/Developers shall be at liberty to dispose off and sell the flat to such person and at such price as the Owner/Developers may in their absolute discretion think fit and proper.

11). The fixture, fittings and amenities to be provided by the Builder / Developers in the said building and the Flats/Shop are those that are set out in **Annexure "A"** annexed hereto.

12). The Developers agree that the possession of the said Flat/Shop shall be delivered to the Purchaser on or before _____. The Developers shall not incur any liability if they are unable to deliver possession of the Flats/Shop by the date aforesaid, if the completion of the building is delayed on account of non-availability of materials or by reason of war, civil commotion or any act of God or if non-delivery of possession is a result of any notice, order rules notification of the Government Court of law and/or other public authority or for non-availability of water and/or electric connection from the concerned authorities or non availability of water and/or electric connection from the concerned authorities or non-payment of the amounts by the Purchaser on due dates and as per schedule of payment or for any reasons unforeseen or beyond the control of the Developers.

13). The purchaser/s shall take possession of the flat/shop within 7 days of the Builder / developers given written notice to the Purchaser/s intimating that the said flat/shop is ready for use and occupation.

14). The Purchaser/s shall use the Flats/Shop or any part thereof or permit the same to be used only for purpose of residence/Business for the purpose for which the statutory authority approves it vide their approval under foregoing clauses.

15). If at any time prior to the execution of conveyance, any additional floor space index other development potential by whatever name called is available on payment of premium otherwise available in respect of the said Property then such increased FSI, shall belong to the Owner / Developer only and Purchaser/s/society of flat/shop Purchaser/s shall not have any objections.

16). The Purchaser/s, along with other Purchasers of Flats/Shops in the buildings, shall join in forming and registering the Society to be known by name **“Sakaar Residency ”** and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society and duly filled in, signed and return to the Developers within two days of the same being forwarded by the Developers to the Purchaser/s, so as to enable the Builder / Developers to register the Organization of the Purchasers under the said Act within the time limit prescribed by Rule of the **The Real Estate**

Regulation Act 2016, No objection shall be taken by the Purchaser/s of 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 any other Competent Authority.

17). Unless it is otherwise agreed to by and between the parties hereto the Builder /Developers shall, after registration of the Society as aforesaid cause to be transferred to the Society all the right, title and interest of the Vendor/original Owner/Developers and/or the Owners in the entire part of the said property together with the conveyance of the said building in favour of such Society such conveyance shall be in keeping with the terms and provisions of the Agreement.

18). The Owner / Developer have informed the Flats/Shop Purchasers and Purchasers are aware that:-

- a. *Owner / Developer are developing the said Property by constructing a building to be known as “Sakaar Residency” comprising of partly ground plus three and Partly Stilt plus Three floors;*
- b. *The Owner / Developer, at present, are constructing said building with single wing in the said building comprising of partly ground plus three and Partly Stilt plus Three or more upper floors. The Owner/Developers in due course of time shall submit revised building plan for additions, alterations for constructing additional floors by consuming entire balance FSI of the said property as well as TDR that may be permitted to be utilized on the said property. The Owner / Developer in their absolute discretion will be entitled to change the location, make amendments, additions, alterations etc. in the layout and/or change location or plans of the remaining wings/buildings and the Flat/Shop Purchaser/society hereby give consent to the same. The Flat/Shop Purchaser/s further agrees not to object to such change in the location, amendments, additions, alterations etc. It is expressly agreed that the Owner / Developer shall be entitled to put and/or permit any person to put hoardings/illuminated or comprising of the neon on the said property or on the building or buildings of the said property or any parts’ thereof and for that purpose the Owner / Developer are fully*

authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the purchaser/s agrees not to object or dispute the same;

- c. The Owner/Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Owner/Developer in their own and absolute discretion will be entitled to amend or modify the building plans and the Owner/Developer are entitled to consume additional FSI/TDR that may be permitted to be utilized on the said property.*
- d. The Society/Limited Company/Association, that may be formed by the Purchasers of the Flats/Shops in the said building shall not charge from the Owner/Developer or its nominee/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding, etc. for the purpose mentioned hereinabove.*

19). Commencing a week after the date of notice in writing is given by the Builder / Developers to the Purchaser/s that the Flat/Shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat/shop) of outgoings in respect of the said property and building namely 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 the maintenance and said land and building until the Society is formed and the said land and building is transferred to it, the Purchaser/s shall pay to the said Builder / Developers such proportionate share of the outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser's share is so determined the Purchaser/s shall pay to the Builder /Developers provisional monthly contribution in advance for 12 months at the time of possession as a maintenance amount. The amounts so paid by the Purchaser/s to the Developer/s to the Builder /Developers shall not carry any interest and remain with the Developers until a conveyance is executed in favour of the Society as aforesaid, deposits, (less deductions provided for this agreement) are

transferred by the Builder /Developers to the Society. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

20). The Purchaser shall have to pay on demand of Builder /developers and keep deposited with the Builder / Developers the following amounts:

- For Legal charges.
- For share money application, entrance
- Fee of the Society.
- For Formation and Registration of Society.
- For deposit of proportionate share of taxes and
other charges.
- For MSEB deposit, water connection charges and incidental
Expenses.
- Towards the water connection and pump and other incidental
Expenses thereto.

21).It is also specifically agreed between the parties that vat shall be paid by the purchaser to the developer at the time of execution of the said agreement for sale. It is also agreed between the parties that service tax shall be paid by the purchaser to the developer at the time of propose installments. If there any Increase/Decrease in the Vat & Service Tax Rate it will be Bourne by the purchaser. Any other Taxes levied by Government which will be require to pay for this agreement will be paid by purchaser.

22).At the time of registration, the Purchaser/s shall pay to the Builder /Developers the Purchaser's share of stamp duty and registration charges, if any, by the said Society on the Conveyance or any documents, instruments of transfer in respect of the said land and the building to the executed in favour of the Society.

23). It is hereby specifically agreed by the Purchaser/s that he/she/they/it will not change the exterior, outside elevation or the colour scheme of the building. The Purchaser/s further agrees not to put up the grills outside the window of the Flat/Shop agreed to be purchased by them without obtaining the permission of the **Owner / Developer** in writing. A design of the grill will be decided by the

developer to which the purchaser won't have any objection. The grill work is to be given to the developers for which extra charges will be applied. This condition is of the essence of the contract and only upon the Purchaser/s agreeing to the said condition, the **Owner/ Developer** have agreed to sell the said Flat/shop. It has been further agreed that in the event of purchaser/s committing default in observing any of the conditions herein, then the **Owner/ Developer** shall give notice to the Purchaser/s calling upon the Purchaser/s to rectify the said default within 30 (thirty) days from the date of receipt of the said notice and in the event, the Purchaser/s fail/s to rectify the said default within the said notice period of 30 (thirty) days then the **Owner / Developer** shall be entitled to terminate the agreement and the **Owner / Developer / Society / Limited Company/Association** shall be entitled to remove the unauthorized change carried out by the Purchaser/s and restore the exterior to its original conditions at the cost of the Purchaser/s and recover all the expenses incurred by them along with interest @ 24% p.a. The **Owner / Developer / Society / Limited Company/ Association** shall not be liable or responsible for any loss or damages that may be suffered by the purchaser/s.

24). The Purchaser/s shall permit the Builder /Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof and to do all necessary acts for the purpose of making repairing, maintaining, rebuilding , cleaning, servicing of drains, pipes, cables, water covers. Gutters, wires, part of Builder / Developers structures, or other convenience belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, and water pipes and electric wires etc. for similar purpose before formation of the society and registration and transfer of the said building and said property to society.

25).The Purchaser/s agree/s to sign and deliver to the Builder / Developers before taking possession of the said premises/Flat/Shop all papers required by the Builder / Developers, including possession, water, electric meter transfer forms and other papers necessary for expedient formation and registration of the Society.

26).The Builder /Developers shall have a right to make additions and alterations to the said building and said property or any part or parts thereof including the

said premises and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building and said property including terrace at any time and such right include the right to use the floor space index or the additional floor space which may be available in respect of the said property at any time in future and as may be permitted by **Zilha Parishad Raigad / Collector of Raigad**, Govt., or any other local authority and such additional floor space index, additions, alterations and additional structures or storey shall always be deemed to be the sole property of the Developers who shall be entitled to deal with or dispose of the same in any way whichever the Builder /developer choose with any objection or hindrances from the Purchaser/s and purchaser/s hereby consent/s to the same including the purchaser/s and the purchaser/s of such additional floors or structure being made member of the Co-operative Society. The agreements with the purchasers of the premises in the said building shall be subject to the aforesaid right of the developers and the purchaser/s or such society shall not have any right whatsoever over such FSI and further development right of the Builder /developers over said building and said property.

27).The Purchaser/shall not let, sublet, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of his/her/their premises or part thereof, nor assign, underlet or part with his/her/their interest under or the benefit of this agreement or any part thereof till all dues or whatsoever nature owing to the developers are fully paid and until he/she/they obtain/s previous consent in writing from the Builder / Developers for creating any such encumbrance or assignments.

28).Any delay or indulgence by the Developers Builder /in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Builder / Developers of any terms of this agreement.

29).After the building is complete and ready and fit for occupation and after the Society is registered and only after all the premises of the said building have been sold and disposed of and after the Builder / Developers have received in full the dues payable to them under the terms and conditions of this Agreement and the Agreements with various Purchasers, the Builder / Developers shall execute Conveyance of the said building and property in favour of such society.

30). If within a period of three months from the date of offering possession of the said Flats/Shop to the Purchaser/s, the Purchaser/s brings to the notice of the Owner/Developers any defect in the Flat/shop or the material used therein, then wherever possible such defects shall be rectified by the Owner/Developers at their own cost. However, if the Purchaser/s carries out any alteration or addition or change in the said Flat/shop without obtaining prior written permission of the Owner/Developers and of the concerned authorities wherever required, then, in that case the liability of the Owner/Developers shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their/its own cost.

31). The Purchaser/s shall ensure that while, carrying out any work in the Flats/Shop, the water proofing treatment given by the Owner/Developers in the toilet is not damaged. If while carrying out the work the water proof base coat is damaged or any defect has occurred and as a result thereof water has leaked into the Flats/Shop acquired by the Flats/Shop Purchaser/s and/or Flat below the Purchaser/s Flat and/or in any other Flat then the Purchaser/s alone shall be responsible to rectify such defects at his/her/ their own costs immediately after receiving communication from the Owner/Developers and/or from the Purchaser/s of the Flats/Shop in whose Flats/Shop there is leakage. If the Purchaser/s fail/s to carry out the said work within a period of 7 days the Owner/Developers and/or such Purchaser/s of the Flats/Shop in whose Flat/Shop there is leakage shall be entitled to enter the Flats/Shop of the Purchaser/s and rectify the defect entirely at the costs of the Purchaser/s.

32). It is further agreed between the Owner/Developers and the Purchaser/s that if at the time of handing over charge of the management of the said building to committee or ad-hoc committee of the Society/ Limited Company/ Association, any IOA deposits and any other deposits paid by the Owner/Developers in respect of the said building are not received by the Owner/Developers then the said amount shall be adjusted by the Owner/Developers, out of the amounts, if any, payable by the Owner/Developers to such ad-hoc committee and/or Society/ Limited Company/ Association. In case of there being any shortfall, such shortfall shall be paid by the Purchaser/s to the Owner/Developers.

33). The Owner/ Developers shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the society in respect of any unsold/un-allotted flats or parking spaces in the said Property out of their respective shares, save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. Owner/ Developers will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats/shops, premises and parking spaces, if Owner/ Developers are liable to pay or have paid the same in respect of the flats and/or parking spaces which are not allotted, sold and disposed of. If any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the society in respect of such unsold or un-allotted flats/shops and/or parking spaces, then the Society (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Owner/ Developers, whether Owner/ Developers have demanded the same or not.

34). If any time further construction is carried on, as herein before provided, by the Owner/Developers, then Owner/ Developers shall be entitled to sell Residential Premises in such further construction on Ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchasers of the said Flats/Shop and the said Society/ Limited Company/ Association will not have any share, right, title, interest or claim therein. The Society/ Limited Company/ Association shall admit the said Purchaser of such new and/or additional construction as members in the Society/ Limited Company/ Association without charging any fees, transfer fees or consideration except normal admission fee and share money like other residential premises purchasers.

35). The Society / Limited Company / Association of persons of the Flat/shop Purchaser/s will be formed and registered only after receipt of all the amounts payable by all the purchasers of the flats in the said building.

36). This agreement shall always be subject to the provision contained in the **The Real Estate Regulation Act 2016** or **Maharashtra Housing Regulation And Development Act, 2012** or **The Companies Act 1965** or **The Maharashtra Apartment Ownership Act** as the case may be or amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Purchaser shall himself/themselves take the steps at his/her/their own costs for getting this agreement registered with the Sub-Registrar for admitting execution upon receipt of the intimation in writing from the Purchaser. The Purchaser shall bear and pay the cost of registration charges, stamp duty etc.

37).The parties hereto specifically declare and confirm that :

- a).The possession of the said premises shall not be transferred to the Purchaser before the execution, or at the time of execution or after the execution of the Agreement, without executing the Conveyance.
- b).The Article 25 of the Bombay Stamp Act, 1958 (introduced with effect from 10/12/1985) is applicable to the agreement.
- c).Stamp Duty and registration charges in respect of this agreement shall be borne and paid by the Purchaser alone.

38). The Purchaser himself/herself/themselves with intention to bring all persons in whatsoever hands the flat/shop may come doth hereby covenant with the Builder /Developers as follows :-

- i).To maintain the flat/shop at the Purchaser's own cost in good tenable repair and condition from the date of possession of the flat is taken and shall not do or suffer to be done any thing in or to the building which may be against the rules and regulations or by-laws of concerned local or any other authority or change / alter or make addition in or to the buildings in which the flat itself or any part thereof.
- 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 to the buildings in which goods are stored or is objected to by the concerned local or other authority and shall not carry or cause 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 to the flat/shop on account of negligence or default, Purchaser/s on this case shall be liable for the consequences of the breach/s.

iii).To carry at his own cost all internal repairs to the said flat/shop and maintain the flat/shop in the same condition, state and other in which it was delivered by the Builder / Developers to the Purchaser/s and shall not do or cause to be done anything in or the building in which the flat/shop is situated or which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or 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.

iv).Not to demolish or cause to be demolished the flat/shop or any part thereof 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, sewer, drain pipes in the flat/shop and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the flat/shop is situated and 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 flat/shop without the prior written permission of the Developers and/or the Society.

v). The Promoters has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and / or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the Promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the Purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat/shop and will not raise any objection and/or obstruction to the allotment of stilt/ parking spaces made by the Promoter to any intending purchaser.

vi).Not to do or permit to be done any act or thing which render void or avoidable any insurance of the said land and 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.

vii).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 in any portion of the said land and the building in which the flat/shop is situated.

viii).Pay to the Builder /Developers within 7 (seven) days of demand by the Developers his/her/their share of Security Deposit demanded by concerned local authority or Government, of giving water, electricity or any other service connection to the building in which the flat/shop is situated.

ix).To bear and pay any increase in local taxes, water charges, insurance and such other levies, in any, which are imposed by the concerned local authority and/or government and/or other public authority on account of changes of use of the flat/shop by the Purchaser/s viz use for any purpose other than for residential purpose.

x).The Purchaser/s 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/shop therein and for observance and faithful performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authority and/or government and/or other public authority. 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 in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with terms of this agreement. Till a Conveyance of the building in which the flat/shop is situated is executed, the Purchaser shall permit the Developers and their Surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and building or any part thereof to review and examine the state and conditions thereof.

xi).After obtaining the occupation Certificate from concerned/ local authority user must pay the House taxes which the Builder / Developers used to pay after recovering the same from purchasers. All the responsibility to record the name of flat purchaser in the Grampanchayat Assesment Extract shall be on purchaser.

All the expenses to transfer the electric meter from the name of Builder to name of purchaser will be born by purchaser.

xii). All the charges and fees for Registration shall be borne by the Purchaser.

xiii). Purchaser has to take Permission/ NOC for resale of his flat/shop from Builder before formation of Co-Operative Society.

39). The Builder / Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of the share Capital for the formation/ promotion of the Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

40). The Builder / Developer shall not be responsible for any maintenance of common amenities i.e. water pump, water supply pipes, garden, drainage after the formation of Co-Operative Housing Society of respective flat/shop purchaser. So also Builder shall not be responsible to any complaint regarding the internal amenities of the flat/shop after taking possession of the flat/shop from the Builder.

41). **IT IS ALSO UNDERSTOOD AND AGREED BETWEEN PARTIES** hereto that the terrace space in front of or adjacent to the terrace flats in the said building if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective Terrace flat purchaser.

42). Nothing contained in this agreement is intended to be and neither 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/s shall have no claim save and except in respect of the flat / shop hereby agreed to the sold to him /her /them upon all open space , lobbies, staircases, terraces , recreation spaces etc., and shall remain the property of the developers till the said land and building is transferred to the society as herein above mention.

43). The Owner/Developers proposes to avail of financial assistance from banks, institutions and other persons against security of the said property and/or the construction thereon including the said building. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said flat/shop, the Owner/Developers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens or encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said property and/or the construction thereon or any part or parts thereof, including the said building other than the said Flat/shop without any notice to the Purchaser/s and the Purchaser/s has/have given and granted his/her/their/its specific, full, free, unqualified and irrevocable consent to the Owner/Developers to do so. The Owner/Developers undertakes to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Deed of Conveyance and the Owner/Developers shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser/s by virtue of any encumbrances created as aforesaid.

44). All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D/Under Certificate of Posting at his/her/their address specified below.

Mr. _____,

Residing at:- _____

-----.

45).All costs charges and expenses in connections with the formation of the society as well as the costs of the preparing and engrossing the Conveyance, stamp duty and registration charges thereof and all other Agreements, assignment, deeds, transfer deeds, or any other documents required to be executed by the Owner / Developer as well as the entire professional costs of the attorneys of Owner / Developer in preparing and approving all such documents shall be borne and paid by the society or proportionately by all the Purchaser/s

in the said building. The Stamp duty and registration charges, incidental to this Agreement including service tax and VAT shall be borne and paid by the Purchaser only. The Owner/ Developer shall not contribute anything towards such expenses. The share of such costs, charges and expenses payable by the Purchaser shall be paid by them immediately on demand.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All those piece and parcel of land situated lying at Village **Neral** and being within the limit of Neral Grampanchayat, Taluka Karjat, District and Division of Raigad, and within the jurisdiction of Sub-Registrar Karjat and which is more particularly described in the Revenue Records as under :

Survey No.	Plot No.	Area. Sq. Meters	Assessment Rs. ps
439	6	452-00	45-20

The fourth boundaries of the said property are as per government record.

THE SECOND SCHEDULE OF THE PROPERTY:

Flat no. _____, on the _____ **Floor**, admeasuring area of _____ **Sq. Ft. Carpet**, in the building named as “**Sakaar Residency**” Situated in Survey No.439, plot no.6 at village. Neral, Tal. Karjat, Dist. Raigad.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL TO THIS WRITING ON THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED SEALED AND DELIVERED BY)
THE WITHINNAMED BUILDER/OWNER)

Sarang Developers, Through its proprietor
Mr. Mohammed Mukhtar Abdul Rauf Kazi

SIGNED SEALED AND DELIVERED BY)
THE WITHINNAMED PURCHASER)
Mr. _____,)

WITNESSES :

Name & Address	Photo	Sign & Thumb
Mr. _____, Aged. _____ Years, R/o:- _____ _____. (Witness No.1)		
Mr. _____, Aged. _____ Years, R/o:- _____ _____. (Witness No.2)		

RECEIPT

Received with thanks from **purchaser**. A sum of **Rs.** _____/-
(Rupees _____ Only) as under.

Date	Bank Name	Rtgs.	Amount

being the total amount paid towards of **Flat No.** _____, in **"Sakaar Residency"**
at **Neral**, Tal. Karjat, Dist. Raigad.

Witness:-

Sarang Developers, Through its proprietor
Mr. Mohammed Mukhtar Abdul Rauf Kazi

1. _____

2. _____

Annexure “A”

AMENITIES & SPECIFICATIONS

- 1) General : The building will be a well designed R.C.C frame Structure and will have overhead water storage tank of adequate capacity.
- 2) Flooring : 2x2 vitrified Flooring in Shop.
- 3) Electrical : Concealed copper wiring and Branded Electric Fittings.
- 4) Painting : POP finish internal wall with plastic paint. Apex ultima paint for external walls.
- 5) Security : CC TV surveillance (Entrance & Parking)

ON LETTER HEAD

Date –

To,

Mr / Mrs _____

Address _____

PAN _____

Dear Sir / Madam,

Allotment Letter

Ref: Residential FLAT No. _____ in BLDG _____: _____ FLOOR, admeasuring approx _____ Sq. meter equivalent to _____ Sq Feet Carpet Area in building _____.

1. Pursuant to the negotiation we had, as per your request, we are agreed to reserve and you have agreed to accept reservation of above mentioned FLAT. The tentative plan of the flat is annexed hereto.
2. The total lump sum consideration of the flat is Rs. _____ (Rupees _____ Only). The said amount is to be paid as per payment schedule annexed hereto.
3. To honour payment schedule is your obligation, either out of your personal resource or through bank loan, a strict respect to payment schedule is expected.
4. Any cheque return shall cost you a flat charge of Rs.2500/- per incidence.
5. Non adherence to payment schedule or any delay in paying any of the installments shall attract simple interest @ State bank of India highest marginal cost of lending rate plus Two Percent; further Payment schedule violation will empower us to terminate and cancel this letter of Reservation and to forfeit 10 % of the total consideration.
6. It may please be noted that the total consideration amount mentioned in Para 2 above, is exclusive of but not limited to Stamp duty, Registration charges, GST or any other taxes, levies or impositions on accounts of this transaction as per prevailing rules and regulations. The amount on this account is also required to be paid by you if not otherwise defined and that will be communicated to you in due course of time.
7. This may also be noted that the area of the flat mentioned above is approximate. There is every possibility of either increasing or decreasing the area and in that case, the price shall either be increased or decreased proportionately.
8. The Possession of the flat shall be delivered to you only against payment of all amount payable by you.
9. This Provisional booking letter is not transferable, assignable, and you will not be entitled to create any mortgage, charge, lien on the same without our consent.

Cordially Yours,

For
and Accepted

(Authorised Signatory)

I say Agreed

Mr/Mrs _____