

DATE:

Ward No :-
Village :- JOVELI
Flat Area :-
Market Value :-
Actual Value :-
Stamp Duty :-

AGREEMENT FOR SALE

THIS ARTICALES OF AGREEMENT made at BADLAPUR, Taluka - Ambarnath, Dist Thane; on this _____ day of _____ 20

BETWEEN

M/S MAHARASHTRA DEVELOPERS A Partner Firm Having Office At Plot no:X-9,Addl Ambarnath,Anand Nagar,Ambarnath-421506.Through Its Partner **Shri Deepak P Wadhwa**,Age-50 years ,**PAN Card No: AARFM0867G** Hereinafter called and referred to as the **PROMOTERS/BUILDERS** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their/his or her assigns of the **ONE PART**.

A N D

1) _____ Age ____ Year, Occup;- _____ **PAN CARD NO.**
_____ **Residing at :-** _____. Hereinafter referred to as **"The FLAT PURCHASERS"** (Which expression shall unless the context does not so admit includes his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS according to 7/12 extract issued by Talathi Saja JOVELI the land bearing Survey No.67 Hissa No. 3, Plot No. 6, Area admeasuring i.e. 630 Sq. meters i.e. 757 Sq. Yard., Asst. 0-11.0, situated at Village JOVELI Taluka: Ambarnath, Dist: Thane., is mutated in the name of 1]**SHRI SUDHIR ANNANT DESHPANDE** 2]**SHRI VINAYAK SACCHIDANAND PUNDIK**

AND WHEREAS according to DEVELOPMENT AGREEMENT on Dated:18-12-2017, Duly Registered At The Office Of Sub-Registrar, Ulhasnagar 2, At Badlapur, Under SR NO:16157/2017, BETWEEN The land owner i.e. Mr. **SUDHIR ANNANT DESHPANDE** [As Owner] & **VINAYAK SACCHIDANAND PUNDIK**

[As Conforming Party] For Non- Agriculture Land bearing Survey NO:67,Hissa no: 3,Plot no: 6 Admeasuring Area 630 SQ MT,Out of which 315 SQ MT Stivated At Village Joveli, Taluka, Ambernath. The Land Owner MR **SUDHIR ANNANT DESHPANDE** Has Granted Full Development Rights And Authority For Development Of His Land 315 SQMT, In favor Of **Developer Promoter/Builder**.

AND WHEREAS according to Development Agreement Dated:18/12/2017, duly registered at the Office of Sub-Registrar Ulhasnagar-2 under serial no.16157/2017 between MR **SUDHIR ANNANT DESHPANDE**[As Owners]& **VINAYAK SACCHIDANAND PUNDIK** (As Conforming) have the **M/S MAHARASHTRA DEVELOPERS** and also given Power Of Attorney Dated: 18/12/2017 duly registered at the Office of Sub-Registrar Ulhasnagar-2 under serial no:16158/17 In favour Of Developer For Development Of Said Land of 315 sqmt.

AND WHEREAS The Certificate issued by Tahsildar and Executive Magistrate Officer, Ambernath on dated:02/01/2107 under Order No. Mahsul/K-1/T-3/Jaminbab/ Vinishchiti/-330/2016 the said land is acquired under the Class-I, it also reveals that the said land is free of any charges and the said land is not belongs to any schedule tribes or caste and Land owner paid the N.A tax and convezion Tax & said land challan no:69/2017. Date:15.03.2017 and Mutuated in govt records Entry No:1911.

AND WHEREAS Building Construction/Commencement Certificate issued by Chief officer by Kulgaon Badlapur Municipal Council under order bearing Javak No. KBNP/NRV/BP/ 1445/2016-2017,unit no:173 Dated: 14-02-2017 and they said authority granted the permission for construction on the said land for ground floor + 4 floor for residential use.

In pursuance of the above Development Agreement & Power of Attorney to Developers/Promoter the developer got right to develop the said land of area 315 sqmt more particularly described in the Schedule hereunder written, (hereinafter for the sake of brevity the above land shall be referred as "the said land")

The copy of the 7/12 Extract showing the name of the owners as the Owner of the said land is annexed hereto.

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

AND WHEREAS the Promoter is in possession of the project land.378.5 sq yd i.e:315 sqmt

AND WHEREAS the Promoter has proposed to construct on the project land under their project named and marketed as **"VARUN VILLA"** (hereinafter referred to as **"the said Building"**) on the said land bearing Survey No. 67, Hissa No. 3, Plot No. 6, part i.e. 378.5 Sq. Yard., Asst. 0-11.0, situated at Village JOVELI, Taluka: Ambernath, Dist: Thane (more particularly set out and described in the **'FIRST SCHEDULE'** written hereunder), which shall consist of Building. Ground Floor still [part] + Four Floor

AND WHEREAS while sanctioning the said Plans, has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and the said buildings, which shall have to be duly observed and performed.

AND WHEREAS Allotted/s is/are offered Flat bearing No. _____ on _____ Floor (along with the said Flat) (hereinafter referred to as the **"SAID FLAT"**) in the of building Known As **"VARUN VILLA"** (hereinafter referred to as the **"SAID BUILDING"**) which is to have Total carpet area of _____ Sq. Mtrs. constructed in the said project by the Promoter.

AND WHEREAS the Promoter has entered into a Standard Agreement with an Engineer/Architect- MR MANGESH AGANLE registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ Authenticated copy is attached in Annexure "F".

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Agreement the Promoter has sole and exclusive right to sell the Balance Flats [10 units] (Apartments) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats (Apartments) to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects /Engineer-MR MANGESH AGANLE 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 thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats (Apartments) are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the sanctioned plans of the building 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 have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans (Floor Plan) of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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 Allottee has applied to the Promoter for allotment of Flat No. on Floor situated in the project known as **"VARUN VILLA"** being constructed in the said Project.

AND WHEREAS the carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of Flat (Apartment), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

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 prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs...../- (Rupees Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat (Apartment) with the Allottee, 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 Allottee hereby agrees to purchase the Flat and the garage/covered parking (if applicable)