

## AGREEMENT FOR SALE

(In respect of a flat on ownership basis in the in the building complex named as “**SHREE SAHAYYA VIVANTA**”, proposed to be constructed on the sanctioned LAYOUT PLAN of N.A. land bearing (1) SURVEY NO. 22, HISSA NO. 3A, and (2) SURVEY NO. 22 HISSA NO. 3B, situate at Rees, Taluka Khalapur, District Raigad.

THIS AGREEMENT made and entered into at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ in the CHRISTIAN YEAR TWO THOUSAND EIGHTEEN;

### BETWEEN

M/s. ROYAL BUILDCON (PAN : \_\_\_\_\_), a partnership firm, registered under the INDIAN PARTNERSHIP ACT, 1932, having its address at 3, SHRINGARPURE APARTMENT, SHIVAJI ROAD, PANVEL 410 206, DISTRICT RAIGHAD through its Partner MR. VISHVADEEP HIRALAL PATEL, Age - \_\_\_ Years, hereinafter referred to as “**the Developers**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the present partners and also the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his assigns) of the FIRST PART;

### A N D

(1) MR. / MRS. \_\_\_\_\_.

AGED \_\_\_\_\_, OCCUPATION : \_\_\_\_\_

(2) MR. / MRS. \_\_\_\_\_.

AGED \_\_\_\_\_, OCCUPATION: \_\_\_\_\_.

Residing at \_\_\_\_\_ hereinafter referred to as “**the ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her, their heirs, executors and administrators) of the SECOND PART;

### A N D

MR. MILIND HARIBHU POTE (PAN: \_\_\_\_\_), AGE - \_\_\_ Years, OCCUPATION: AGRICULTURE/BUSINESS, residing at Plot No. 20, Middle Class Co-op. Hsg. Society Ltd., Panvel, Taluka PANVEL 410 206, DISTRICT RAIGHAD, hereinafter referred to as “**the CONFIRMING PARTY**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) of the THIRD PART;

**WHEREAS:**

**A)** The Confirming Party herein is the owner of the property bearing (1) SURVEY NO. 22, HISSA NO. 3A area admeasuring about 0 Hector 16 Aar 40 Points (i.e. 1640 sq. meters) and (2) SURVEY NO. 22 HISSA NO. 3B, area admeasuring about 0 Hector 16 Aar 0 Points (i.e. 1600 Sq. Meters) all situate at Village - Rees, within the limits of the Rees Gram Panchayat, TALUKA Khalapur, DISTRICT RAIGAD, hereinafter for sake of brevity called and referred to as "said property", and which are more particularly described in the schedule hereinafter written.

**B)** The Confirming party herein purchased the said property vide Deed of Conveyance dated 9/07/2012 from Mr. Sandip Sudam Mundhe. The said sale deed is registered with joint sub-registrar of assurance Khalapur under Document Serial No. KLR - 2944 - 2012, on 9/7/2012, since then he is in use, occupation and possession of the said plots as absolute owner thereof.

**C)** The Confirming Party herein desired to develop the said property and he was in search of suitable developers.

**D)** The Developers herein are carrying on business as the builder-**DEVELOPERS** in the name and style of **M/s. ROYAL BUILDCON**, at the address mentioned hereinabove.

**E)** The Developers herein came to know about the same and approached the Confirming Party and after negotiation by and between them the Confirming Party gave development rights in favour of the Developers herein vide Development Agreement (Revenue Share basis) dated 13/04/2018, which is registered with sub-registrar of assurance Khalapur under Document Serial No. KLR - 1555 - 2018 and also executed power of attorney on same date which is registered with sub-registrar of assurance Khalapur under Document Serial No. KLR - 1556 - 2018, for development thereof and for putting up construction of the building/s thereon, for the consideration and on the terms and conditions more elaborately set out therein.

**F)** The Developers herein propose to construct a building complex to be known as "**SHREE SAHAYYA VIVANTA**" on the pieces or parcels of N.A. land bearing (1) SURVEY NO. 22, HISSA NO. 3A area admeasuring about 0 Hector 16 Aar 40 Points (i.e. 1640 sq. meters) and (2) SURVEY NO. 22 HISSA NO. 3B, area admeasuring about 0 Hector 16 Aar 0 Points (i.e. 1600 Sq. Meters) all situate at Village - Rees, within the limits of the Rees Gram Panchayat, TALUKA Khalapur, DISTRICT RAIGAD.

**G)** The Developer obtained building permission in the name of Confirming Party from Maharashtra State Road Development Corporation on 6/3/2018 bearing permission no. MSRDC/SPA/REES/KHALAPUR/BP-99/CC/2018/265, and granted permission for putting up construction of the building consisting of STILT and four UPPER FLOORS, for residential purpose, on the terms and conditions more elaborately set out in the said ORDER.

**H)** With a view to develop the said property; the **DEVELOPERS** have appointed \_\_\_\_\_, as the **ARCHITECT**, registered with the COUNCIL OF ARCHITECTS, having his OFFICE at \_\_\_\_\_, who has prepared the plans of the building/s proposed to be constructed on the said property. The **DEVELOPERS** have also appointed \_\_\_\_\_ as

the R.C.C. & STEEL STRUCTURER ENGINEER, who has prepared the structural designs and drawings of the building/s and the DEVELOPERS accept the professional supervision of the ARCHITECTS and the STRUCTURAL DESIGNER in the matter of construction work of the said building/s and the completion thereof.

**I)** Since now the provisions of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 have been made applicable, the DEVELOPERS have registered the project with the REAL ESTATE REGULATORY AUTHORITY ("AUTHORITY") as the "REAL ESTATE PROJECT", within the time stipulated under the provisions of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 read with the provisions of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 and the MAHARASHTRA REAL ESTATE (REGULATION AND DEVELOPMENT) (REGISTRATION OF REAL ESTATE PROJECTS, REGISTRATION OF REAL ESTATE AGENTS, RATES OF INTEREST AND DISCLOSURES ON WEBSITE) RULES, 2017.

**J)** The DEVELOPERS declare that there are no impediments attached to the said property. There was no illegal encroachment on the said property. The DEVELOPERS further declare that no permission was required from any authorities concerned, in the absence whereof, the title of the OWNER/CONFIRMING PARTY as well as the DEVELOPERS herein and/or their rights to develop the said property would have affected. There is no mortgage or lien or charge whatsoever on the said property. So also, the DEVELOPERS are entitled and enjoined upon to construct the proposed building/s on the said property.

**K)** The DEVELOPERS now propose to sell the residential units in the said building to the prospective purchasers and to enter into the proto-type AGREEMENTS with such purchasers as contemplated under the provisions of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 **and** the MAHARASHTRA REAL ESTATE (REGULATION AND DEVELOPMENT) (REGISTRATION OF REAL ESTATE PROJECTS, REGISTRATION OF REAL ESTATE AGENTS, RATES OF INTEREST AND DISCLOSURES ON WEBSITE) RULES, 2017.

**L)** Title of the OWNER/CONFIRMING PARTY as also that of the DEVELOPERS herein, in respect of the said property, more specifically described in SCHEDULE I hereunder written, together with the rights of the DEVELOPERS to develop the said property, has been certified by SHRI SHAILESH RAMLAL OSWAL, ADVOCATE, HIGH COURT, vide his CERTIFICATE OF TITLE/SEARCH REPORT dated 21/04/2018.

**M)** The ALLOTTEE/S being interested in purchasing a flat in the said building complex, demanded from the DEVELOPERS and the DEVELOPERS have given to the ALLOTTEE/S inspection of all the documents of title and other papers relating to the said property, the sanctioned plans, designs and specifications and of such other documents as are specified under the provisions of the law for the time being in force. The copies of all such documents are available at the office of the DEVELOPERS for inspection and verification to the ALLOTTEE/S.

**N)** The ALLOTTEE/S has/have satisfied himself/themselves about the title of the OWNER/CONFIRMING PARTY as well as that of the DEVELOPERS herein to the said property and has/have accepted the TITLE CERTIFICATE issued by SHRI SHAILESH RAMLAL OSWAL, ADVOCATE and the ALLOTTEE/S agree/s and confirm/s that he/she/they will not raise any query and/or make any requisition or have any grievance in regard thereto.

**O)** The DEVELOPERS have annexed to this AGREEMENT copies of the following ANNEXURES:-

- (i) CERTIFICATE OF REGISTRATION BEARING NO. \_\_\_\_\_ dated \_\_\_\_\_, issued by the MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY at MUMBAI, ANNEXURE "A";
- (ii) CERTIFICATE OF TITLE issued by SHRI SHAILESH RAMLAL OSWAL, ADVOCATE, HIGH COURT, dated 21.04.2018, ANNEXURE "B";
- (iii) LAYOUT PLAN pertaining to the said property/project land, ANNEXURE "C";
- (iv) 7/12 - EXTRACTS pertaining to the said property/project land, ANNEXURE "D" (collectively);
- (v) CONSTRUCTION PERMISSION/COMMENCEMENT CERTIFICATE dated 06.03.2018 granted by the MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION, ANNEXURE "F";
- (vi) FLOOR PLAN of the FLAT agreed to be purchased by the ALLOTTEE/S, ANNEXURE "G", and
- (vii) LIST OF AMENITIES to be provided for in the building/flat, ANNEXURE "H".

**P)** The DEVELOPERS have got approvals from the concerned local authority to the plans, specifications, elevations, sections of the building and shall obtain BUILDING COMPLETION or OCCUPANCY CERTIFICATE of the said building.

**Q)** While sanctioning the said plans, the concerned local authority 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 the constructing the building thereon and upon due observance and performance whereof only the COMPLETION or OCCUPANCY CERTIFICATE in respect of the said building shall be granted by the concerned local authority.

**R)** The ALLOTTEE/S applied for allotment of a residential flat, being FLAT NO. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. meters of carpet area on the \_\_\_\_\_ FLOOR, in BUILDING NO. \_\_\_\_\_ WING "\_\_\_\_" in the said Complex to be known as "SHREE SAHAYYA DIVYANTA", the details whereof are given as hereinafter appearing and more specifically described in the SECOND SCHEDULE hereunder written, for the lumsum consideration of

**Rs. \_\_\_\_\_/- (RUPEES \_\_\_\_\_  
ONLY).**

The said price is including the amount of M.S.E.B. CHARGES (METER DEPOSIT, S.L.C. CHARGES, CABLE CHARGES, COMMON ELECTRICITY CHARGES), WATER CONNECTION CHARGES, as also GST. The said sale consideration amount is inclusive of all benefits of Input Tax Credit. Therefore, there will not be any claim from the ALLOTTEE/S in future with respect to Input Tax Credit.

However, the ALLOTTEE/S shall pay over and above the aforementioned price of the said flat, the DOCUMENTATION CHARGES, and proportionate share of formation and registration of CO-OPERATIVE HOUSING SOCIETY, transformer, if any, and the STAMP DUTY, REGISTRATION FEE, required for transfer of the land and the building with, in favour

of a CO-OPERATIVE HOUSING SOCIETY or other organization that may be formed of the purchasers of the premises in the said building, as also the taxes of whatever nature levied by the CENTRAL GOVERNMENT and/or the STATE GOVERNMENT. The ALLOTTEE/S shall also pay the STAMP DUTY, REGISTRATION FEE relating to this AGREEMENT and all other expenses for registration thereof.

**S)** On or before the execution of these presents, the PURCHASER has/have paid to the DEVELOPERS a sum of **Rs. \_\_\_\_\_/-**

**(RUPEES \_\_\_\_\_ ONLY).**

**T)** The ALLOTTEE/S has/have accordingly agreed to purchase the said FLAT with full notice and knowledge of the deeds and documents mentioned hereinabove, and also subject to the terms and conditions of the CONSTRUCTION PERMISSION/COMMENCEMENT CERTIFICATE dated 06.03.2018 granted by the MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION.

**U)** Under Section 13 (1) of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, the DEVELOPERS are required to execute a written AGREEMENT FOR SALE in respect of sale of the said FLAT with the ALLOTTEE/S, being in fact these presents and upon this AGREEMENT when lodged for registration under the REGISTRATION ACT, 1908 with the SUB-REGISTRAR concerned by the ALLOTTEE/S and the DEVELOPERS being informed about the same, the DEVELOPERS will admit the execution thereof before the SUB-REGISTRAR concerned, through their authorized person.

**V)** In this AGREEMENT the term "FLAT" shall include the FLAT or rights hereby agreed to be sold and the term "ALLOTTEE/S" shall include ALLOTTEE/S or PURCHASERS of FLAT and shall include the plural, neuter, feminine and masculine genders of the ALLOTTEE/S.

**W)** The parties hereto 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 desirous to enter into this AGREEMENT on the terms and conditions agreed between them as hereinafter appearing.

**X)** In accordance with the terms and conditions as set out in this AGREEMENT and as mutually agreed upon by and between the parties hereto, the DEVELOPERS hereby agreed to sell and the ALLOTTEE/S hereby agree/s to purchase said flat.

**Y)** The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

**1.** The DEVELOPERS shall construct on the said property, being (1) SURVEY NO. 22, HISSA NO. 3A area admeasuring about 0 Hector 16 Aar 40 Points (i.e. 1640 sq. meters) and (2) SURVEY NO. 22 HISSA NO. 3B, area admeasuring about 0 Hector 16 Aar 0 Points (i.e. 1600 Sq. Meters) all situate at Village - Rees, within the limits of the Rees Gram Panchayat, TALUKA Khalapur, DISTRICT RAIGAD, more specifically described in the FIRST SCHEDULE hereunder written consisting of the a residential building complex to be known as "SHREE SAHAYYA VIVANTA" having STILT and four UPPER FLOORS (with lift facility), in accordance with the plans sanctioned by the MAHARASHTRA STATE ROAD DEVELOPMENT CORPORATION, and the