

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane, this ____ day of ____ in the Christian Year Two Thousand _____ – **B E T W E E N – M/s. SHADAB ENTERPRISES (PAN NO. AAFPZ7068J)**, a Company registered under the Companies Act, 1956, through its Proprietor **MR. ABUBAKAR ALI MOHAMMAD ZARIWALA** having its Office at **07, Noori Gardens, Opp. Dominos, Kausa Thane**, hereinafter called the **“DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or survivors or survivor of them and their respective heirs, executors and administrators of such last survivor of the of the **ONE PART**

AND –

MR. / MRS. _____, age: __ years, Occupation _____, residing at _____, hereinafter called the **“PURCHASER/S”** (which expression shall unless deemed to mean and include his/her/their heirs, executors, administrators and assigns and all person deriving title under or through him/her/it/their and permitted assigns) of the **OTHER PART**.

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meaning assigned to them.

- i) The singular wherever used shall include plural and vice-versa;
- ii) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable;

WHEREAS by virtue of an agreement entitled DEED OF CONVEYANCE dated 31/08/2016, made between Mr. SHAFIULLAH EHSANULLAH KHAN and seven others as the owners and **MR. ABUBAKAR ALI MOHAMMAD ZARIWALA** as the purchaser, the purchaser has purchased the entire landed properties total admeasuring 5908.15 Sq. Mt., under different Survey Nos. which is vividly depicted below, all lying, being and situate at Kausa, Taluka & Dist. Thane.

Sr.No.	Survey No.	Hissa No.	Total Area H-R-P	Area as per 7/12 Sq.mtr	Assessment (Rs.)
1	109	1B	0-23-0 0-01-0	2400	2.44
2	105	2	0-30-4 0-02-3	3270	1.33
3	108	1B (part)	2040	238.15 (balance area)	0.50
TOTAL AREA				5908.15 Sq.Mtr.	

AND WHEREAS by dint of 7×12 extract drawn from Talathi office, **MR. ABUBAKAR ALI MOHMMAD ZARIWALA** is the owner of above landed properties.

AND WHEREAS the said **MR. ABUBAKAR ALI MOHMMAD ZARIWALA** have carved out the landed property under said Survey Nos. and got it developed by getting the requisite sanction from the competent authority it means from Thane Municipal Corporation, Thane.

AND WHEREAS by virtue of said DEED OF CONVEYANCE dated 14/10/2016 and its Mutation Entry (2063 & 2037) the said **MR. ABUBAKAR ALI MOHMMAD ZARIWALA** has become the owner of the said open landed properties admeasuring **5908.15 Sq.Mtr.** Hereinafter for the sake of brevity and convenience is collectively referred to as the SAID PROPERTY as explicitly mentioned in SCHEDULE A hereunder written.

AND WHEREAS the entire landed property (under Schedule “A”) on which the present **Building _____ Wing are being developed having ground + upper 21 floors.**

AND WHEREAS the Competent Authority (Collector of Thane) has granted N. A. Cum-Sale Certificate on _____ vide N.A. Order No. _____, Annexure _____.

AND WHEREAS the **DEVELOPER** herein have entered into the standard Agreement with **MR. SACHIN CHARPE** of M/s. **RIGHT ANGLE**

Consultant, an architect, registered with Council of Architects as per the standard Agreement prescribed by the Council of Architects. The DEVELOPER has also accepted professional supervision of the said Architect & the structural Engineer. That, the R. C.C. Consultant **MR.RAJ BHONDE** of M/S.SSCONS is also appointed by the DEVELOPER.

AND WHEREAS the DEVELOPER has appointed **ADVOCATE QUAMRUDDIN ANSARI** as the legal Adviser for the project who has issued the Title Clearance Certificate of the SAID PROPERTY.

AND WHEREAS in requisition of a Letter dated _____, a Sanction of Development/permission bearing _____, has been issued by the T. M. C for the construction of Building over the SAID PROPERTY, That, the said Plan is further amended on dated _____, vide Sanction No. _____.

AND WHEREAS the DEVELOPER through their Architect have submitted Building plans (Letter dated _____) to the T. M. C. for its approval & have procured sanctioned Plans for construction of building from T. M. C. vide **DEVELOPMENT/COMMENCEMENT CERTIFICATE, bearing _____, dated _____,** for the construction of Ground plus seven upper Floors building on the SAID PROPERTY.

AND WHEREAS the DEVELOPER have undertaken to construct a ground plus seven storeyed building on the **SAID PROPERTY** more particularly described in the **SCHEDULE 'A'** hereunder written, in accordance with the plans and specifications as sanctioned by the T. M. C. to known as **BELLA MONTE** consisting of Flats/Blocks/Rooms and Shops, which building hereinafter in this Agreement for the sake of brevity & convenience is referred to as the **SAID BUILDING**.

AND WHEREAS the **DEVELOPER** has since commenced the Development of **SAID PROPERTY**, is now desirous of selling the Flats/Blocks/Shops/Room of the **SAID BUILDING** to be constructed on the **SAID PROPERTY**, to the Prospective/intending Purchaser/s on what is popularly known as “**OWNERSHIP BASIS**” with a view to ultimately, the Purchaser/s of all to form themselves into a co-operative Housing Society.

AND WHEREAS the Purchaser/s being desirous of purchasing in the **SAID BUILDING** the Flats/Blocks/Shops/Room and has/have verified and/or caused to be verified the said hereinabove cited **DOCUMENTS**, and the plans and specifications sanctioned by the appropriate Local Authority, (i.e. T. M. C.) the title and other documents and papers relating thereto and is absolutely satisfied about the **DEVELOPER** right and authority to develop the **SAID PROPERTY** and has/have agreed to purchase the **Flat/Shop No. ____**. in **__** Wing, on **_____** **Floor**, admeasuring **____** **Sq. Meter (Carpet area)** of the **SAID BUILDING** which is to known as **BELLA MONTE** more particularly/explicitly described in the **SCHEDULE A-1** hereunder written mentioned, at the price and/or consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the **DEVELOPER** propose to develop the **SAID PROPERTY** more particularly described in the Second Schedule hereunder written as a residential complex.

AND WHEREAS the **DEVELOPER** has entered into the Standard Agreements with **MR. SACHIN CHARPE of M/s. RIGHT ANGLE** an architects registered with the council of Architects as per the standard agreement prescribed by the Council of Architects. The **DEVELOPER** have also appointed **Mr. RAJ KUMAR BHONDE of M/s.SSCONS** as the **RCC Consultants** for preparation of the structural designs and drawings of the building. The **DEVELOPER** has accepted the professional supervision of the said Architect and the **RCC Consultants** as may be appointed from time to time.

AND WHEREAS as per the Scheme envisaged by the DEVELOPER :-

(i) The DEVELOPER proposed to develop the said plot to be known as "**BELLA MONTE**".

(ii) The DEVELOPER at his discretion may develop the **SAID PROPERTY** separately or amalgamate it with other adjoining property/properties.

(iii) The DEVELOPER shall form a society and execute conveyance/lease only upon the completion of the development of the **SAID PROPERTY** and the Purchaser shall not be entitled to demand conveyance/lease before the completion of the entire project.

(vi) The DEVELOPER shall be entitled to use the additional FSI/benefit that may be available in respect of the **SAID PROPERTY** due to increase in floor space index or due to the benefit made available to the **SAID PROPERTY** or otherwise and the Purchaser shall not object to the same, on any ground whatsoever.

(vii) The DEVELOPER may amalgamate the **SAID PROPERTY** with any of the adjoining piece or property and utilize the FSI in respect thereof or any part thereof in the building/building that may be constructed on the **SAID PROPERTY** or on such amalgamated plot or adjoining plot as the DEVELOPER may deem fit.

(viii) FSI consumed in any of the building may not be proportionate to the area of the land and at any stage it may not be possible to sub divide the property and the Purchaser shall not insist upon the same. The DEVELOPER may change plan as per the requirement of the authority and the Purchaser shall not object to the same so far as there is no change in the area of the flat agreed to be sold to the Purchaser.

Each of the aforesaid conditions are of **THE ESSENCE OF THE CONTRACT** and only upon the Purchaser having agreed to the same, the DEVELOPER have agreed to the same, the DEVELOPER have agreed to sell the said flat to the Purchaser.

(ix) While sanctioning the Building Plans, the Concerned Authorities have laid down certain terms, conditions, stipulations and restrictions to be observed and performed by the DEVELOPER while constructing the said Building. Upon due observance and performance of terms, conditions, stipulations and restrictions as contained in various approvals/sanctions of the Concerned Authorities only the Occupation and Completion Certificates in respect of the said Building/s would be granted by the Corporation.

(x) A copy of certificate of title issued by Advocate of the DEVELOPER, copies of the 7/12 extracts showing the nature of the title of the Owners to the **SAID PROPERTY** on which the said building is being constructed and copy of the **typical floor plan of the flat agreed to be purchased by the Purchaser, the copies whereof are annexed hereto and marked as annexure 'A'** and all other documents relating to the **SAID PROPERTY** and the said building as are specified under the MOFA Act and the rules made there under have all been heretofore furnished by the DEVELOPER to the Purchaser which is hereby acknowledged.

(xi) The DEVELOPER have commenced and completed the construction of the said Building in accordance with the plans sanctioned by the Corporation.

(xii) The DEVELOPER are desirous of selling residential premises such as flats/covered car parking spaces and other premises including open spaces such as garden, terrace etc. appurtenant to or adjoining or abutting certain flats/Pent houses being constructed on the **SAID PROPERTY** on **OWNERSHIP BASIS** and are entering into separate agreement for the sale of such premises with various purchasers on similar terms and conditions as herein contained.

(xiii) The Purchaser has requested the DEVELOPER to sell and transfer to the Purchaser, on Ownership basis a Flat/Shop No. _____ on the _____ floor in _____ Wing in the SAID BUILDING (hereinafter referred to as 'the said flat') having carpet area of about _____ sq. ft. equivalent to _____

sq. mtrs. or thereabouts shown by red colour on typical floor plan thereof hereto annexed as annexure 'A' (hereinafter referred to as the said flat to as 'the said premises').

(xiv) The Purchaser hereby declares that before the execution of this Agreement the DEVELOPER have made full and complete disclosure and the Purchaser has taken full and free inspection of all documents, plans, orders, etc. as mentioned hereinabove and he is fully satisfied with the same and he hereby undertakes that he shall not raise any objection in future in that behalf.

(xv) The Purchaser has made the Declaration/Averments as prescribed under the provisions of the Maharashtra Co-operative Societies Act, 1960.

(xvi) Relying upon the said representation, the DEVELOPER has agreed to sell the said premises to the Purchaser at the price and on the terms and conditions hereinafter appearing.

(xvii) Under Section 4 of Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963, the DEVELOPER are required to execute a written Agreement for Sale of the said flat with the flat purchaser, being in fact these presents and also to register the said Agreement under Registration Act.

AND WHEREAS the promoter/developer has registered the project under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at ___ No. ___;

AND WHEREAS under Section 13 of the Act the Promoter/ Developer is required to execute a written Agreement for sale of said Apartment with the Allottee, being infact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH TO AND IT IS HEREBY
AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS
UNDER :**

1. The DEVELOPER have constructed the said Building comprising of Ground + Twenty one upper floors on the **SAID PROPERTY** in accordance with the building plans sanctioned by the Corporation with only such variations and modifications as the Corporation or the DEVELOPER may deem fit and the Purchaser hereby consents to the same. PROVIDED THAT if such variations or modifications adversely affect the area of the flat agreed to be purchased by the Purchaser, then and in such event, the DEVELOPER shall obtain consent of the Purchaser in writing. PROVIDED ALWAYS that the DEVELOPER shall have fullest liberty to make any variations or alterations and amendments in the said building being constructed on the **SAID PROPERTY**, or the location thereof, and the Purchaser shall not object to the aforesaid and hereby grants irrevocable consent to the same.

2. The Purchaser has prior to the execution of this agreement satisfied himself with the title of the Owners to the said property including the Agreements and other documents referred to hereinabove and the Purchaser hereby agrees and confirms that he shall not be entitled to further investigate the title of the Owners and the DEVELOPER' right of development of the said building and no requisition or objection shall be raised by the Purchaser on any matter relating thereto or howsoever in connection therewith. Further prior to the execution of these presents, the DEVELOPER has given the Purchaser an express notice of the rights reserved and retained by the DEVELOPER for himself.

3. While sanctioning the said Building Plans, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPER while developing the said Building and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said Building shall be granted by the concerned local authority.

4. The Purchaser hereby agrees to acquire and purchase from DEVELOPER and the DEVELOPER hereby agree to sell and transfer to the Purchaser the said premises being Flat/Shop No. _____ on the _____ floor in _____ wing in the said Building having carpet area of about _____ sq. ft. equivalent to _____ sq. mtrs. or thereabouts shown by red colour on typical floor plan thereof hereto annexed as annexure 'A' at or for a price of Rs. _____ (Rupees _____) (which includes proportionate price of common areas and the facilities appurtenant to the said premises). The list of the amenities to be provided by the DEVELOPER in the said premises as well as the entire nature, extent and description of the common areas and facilities and limited common areas and facilities and limited common area and facilities are set out in annexure _____ hereto respectively. However, the Purchaser agrees that the DEVELOPER have the right to change the fixtures fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures fittings or amenities or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the DEVELOPER. In such circumstances, the DEVELOPER shall substitute the fixtures fittings and amenities without any approval of the Purchaser in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the DEVELOPER to offer at the earliest the possession of the said premises and/or for any other reason whatsoever.

4(i) The purchaser/s hereby accord his/her irrevocable consent to the Promoters/DEVELOPERS herein to carry out such alteration, modifications in the sanctioned plans of the SAID BUILDING and/or the layout plans as the Promoters in its sole discretion things fit and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, T.M.C. authority or other competent authority concerned.

The purchaser further provides his irrevocable consents to the Promoters / DEVELOPERS for the purpose of easement, amalgamation or merger or such other rights to the Promoters for extensive development or otherwise as per the proposed tentative plans. The Purchaser also acknowledges and recognizes that the Promoters has exclusive right, title and interest in the balance and / or unused or additional FSI ,FAR, TDR, etc. in respect of the SAID PROPERTY and/or the land properties acquired hereafter which shall be used by such Promoters to undertake the construction work in the subsequent phases after getting the plans approved. The Purchaser unconditionally agrees and covenants NOT TO take any objection against the Promoters in this behalf hereafter and further indemnify and agree to keep the Promoters fully indemnified against any such claims, demands, and objections etc. in future.

5. The Purchaser hereby agrees to pay to the DEVELOPER the aforesaid purchase price of Rs. _____/- as under.

- a) Rs. _____ paid on or before execution hereof.
- b) Rs. _____ Date _____.
- c) Rs. _____ Date _____.
- d) Rs. _____ Date _____.
- e) Rs. _____ Date _____.
- f) Rs. _____ Date _____.
- g) Rs. _____ Date _____.
- h) Rs. _____ Date _____.
- i) Rs. _____ Date _____.
- j) Rs. _____ Date _____.
- k) Rs. _____ Date _____.
- l) Rs. _____ Date _____.
- m) Rs. _____ Date _____.
- n) Rs. _____ Date _____.
- o) Rs. _____ Date _____.

5.a. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies by the competent authorities etc., the Promoter shall enclose the said notification/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

5.b. The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discontinuing such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/Developer.

5.c. The Promoter/Developer hereby agrees 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5.d. **Procedure for taking possession** : The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee). The Promoter/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities,

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

5.e. Failure of Allottee to take Possession of [Apartment/Plot] : Upon receiving a written intimation from the Promoter/Builder as per Clause 5-D, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Builder shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 5-D, such Allottee shall continue to be liable to pay maintenance charges as applicable.

5.f. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice (in relation to RCC structure only) of the Promoter/ Builder any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/Builder at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter/Builder, compensation for such defect in the manner as provided under the Act.

5.g. The Promoter/Builder shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

5.h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

5.i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Agreement until all the dues payable by the Allottee to the Promoter/ Developer under this Agreement are fully paid up.

5.j. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

5.k. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

5.l. PROMOTER/BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE : After the Promoter/Builder executed this Agreement he shall not mortgage or create a charges on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not effect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

5.m. **BINDING EFFECT :** Forwarding this Agreement to the Allottee by the Promoter/Builder does not create a binding obligation on the part of the Promoter/Builder or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as

stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Builder. If the Allottee(s) fails to execute and deliver to the Promoter/Builder this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

5.n. **RIGHT TO AMEND** : This Agreement may only be amended through written consent of the parties.

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

5.p. **Dispute Resolution** : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

5.q. **GOVERNING LAW** : That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

6. The Purchaser confirms that the installments payable by the Purchaser under these presents shall be paid on due dates without any delay or default as TIME IN RESPECT OF THE SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF ALL AMOUNTS PAYABLE UNDER THESE PRESENTS BY THE PURCHASER TO THE DEVELOPER IS OF THE **ESSENCE OF THE CONTRACT**. If the Purchaser makes any delay or default in making payment of any of the installments or amounts or commits any default in observing terms and conditions of this agreement, the DEVELOPER shall be entitled at their option either to terminate this Agreement or to charge interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the DEVELOPER, WITHOUT PREJUDICE to their other rights in law and under these presents; PROVIDED AND ALWAYS that the Power of termination hereinbefore contained shall not be exercised by the DEVELOPER unless and until the DEVELOPER shall have given to the Purchaser **15 DAYS PRIOR NOTICE** in writing of their intention to terminate this Agreement and default shall have been made by the Purchaser in remedying such breach/breaches within 15 days after giving of such notice. It is further agreed that upon termination of this Agreement as stated herein, the DEVELOPER shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the DEVELOPER without any interest on the amount so refundable and upon termination of this Agreement, pending refund of the amount as aforesaid, the DEVELOPER shall be at liberty to dispose off and to sell the said premises to such person or persons at such price and on such conditions as the DEVELOPER may desire and think fit in their absolute discretion and the Purchaser shall have no objection for the same. However, in case of such sale to third party, the DEVELOPER shall within 10 days from the date of

such sale, refund the amount received so far after deductions as aforesaid to the Purchaser.

7. It is expressly agreed that right of the Purchaser under this Agreement is restricted only to the flat agreed to be sold by the DEVELOPER and right of all the prospective Purchasers of premises in the said building shall be restricted to the land married to the plinth area and all other premises and/or portion or portions of the said plot in and around the said building shall be the sole property of the DEVELOPER and the DEVELOPER shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the DEVELOPER to develop the said plot in the manner deemed fit by them without any further or other consent or concurrence from the Purchaser and other Purchasers in future.

8. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities and amenities along with the said premises. However, the Purchaser has taken note of and have also agreed with the DEVELOPER that the DEVELOPER have right to use and enjoy at all times the facilities like all compulsory open spaces, internal common roads, Pathways, garden and facilities, open space, storm water drainage, common areas and facility, limited common area and facility, sewerage lines, water courses, electricity cables, electrical substations, telephone cables, underground and overhead water tanks, Water pipe line, pump rooms, auxiliary tank, common lighting, dish antenna, common antenna, meter rooms, lifts, society office room, Lift Machine Room and all such facilities finally that may be provided by the DEVELOPER and also grant the user and enjoyment thereof to any other building and occupants thereof that may be constructed by them or their nominees or associates in the locality.

9. The DEVELOPER hereby declares that the Floor Space Index (F.S.I.) available in respect of the said plot is at present _____ sq. mtrs. (total).

10. The Purchaser shall use the said premises or any part thereof to permit the same to be used only for the purpose for which it is meant and/or no other purpose whatsoever.

11. The DEVELOPER has informed to the Purchaser that :

a) The DEVELOPER is negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The DEVELOPER shall at his option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees.

b) The Conveyance/Lease in respect of the said Building shall be executed by the DEVELOPER only upon the completion of entire development of the said property by the DEVELOPER or their nominees and the Purchaser shall not insist upon the conveyance/ lease prior to the completion of the entire development of the **SAID PROPERTY**.

c) The DEVELOPER is entitled to utilize any additional FSI due to them either by way of Transfer of Development Rights (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the said Building to be constructed by them or by constructing one or more separate building/s on the said plot or on any other property. The DEVELOPER shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of Conveyance/Lease in its favour.

Aforesaid conditions are on the essence of the contract and only upon the Purchaser agreeing to the said conditions, the DEVELOPER has agreed to sell the said premises to the Purchaser.

12. The DEVELOPER will sell all premises in the said Building intended to be constructed on the said plot with a view ultimately that the Purchasers of all the premises in the said Building shall be admitted to Co-operative Housing Society of all such prospective Purchasers of premises (hereinafter referred to as "said Society").

13. Subject to terms of this Agreement being fulfilled and subject to provisions of this Agreement, the DEVELOPER shall himself execute or cause the Owners to execute lease and or Conveyance in respect of the **SAID PROPERTY** over which the said Building are being constructed or any part thereof and all costs, charges, expenses by way of stamp duty and Registration fee and all other expenses whatsoever shall be borne and paid by the Purchaser along with other prospective Purchasers of premises on pro rata basis and demand for contribution made by the DEVELOPER shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.

14. It is expressly agreed that the possession of the said premises will be handed over by the DEVELOPER to the Purchaser by _____. Provided the DEVELOPER have received the full purchase price of the said premises under these presents strictly as per time Schedule and provided the construction by the DEVELOPER is not delayed on account of non-availability of steel, cement and other building materials, and grant of necessary services such as water, electric, drainage etc. and any act of God, Civil Commotion, riots, war or any notice, order, rule, notification of the Government and/or other Public Body and/or Competent Authority has disturbed the construction schedule of the DEVELOPER.

15. If the DEVELOPER fails or neglect to hand over possession of the **SAID PROPERTY** to the Purchaser save and except as stated herein above on account of any reasons beyond his control or as provided in section 8 of the MOFA Act, then the DEVELOPER shall be liable on demand to refund to the Purchaser amount received by them in respect of the said of the said premises along with simple interest at the rate of 9% per annum from the

date of the receipt of such amount till payment. Till the entire amount along with interest thereon is refunded by the DEVELOPER to the Purchaser, there shall be a charge on the said premises to the extent of the amount due to the Purchaser.

16. The Purchaser shall take possession of the said premises within SEVEN DAYS of the DEVELOPER informing in writing to the Purchaser intimating that the said premises is ready for use and occupation.

17. While accepting the possession of the said premises from the DEVELOPER, the Purchaser shall get himself satisfied about the quality of work, amenities etc. and thereafter upon the Purchaser taking possession of the said premises, shall have no claim against the DEVELOPER as regards the quality of the Building material used for construction of the flat or the nature of the construction provided in the said premises.

18. The Purchaser along with other purchasers of the premises in the said building shall join in forming and registering the Society or a Limited Company as may be decided by the DEVELOPER and for that 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 the registration of the Society or Limited Company and for becoming a member, and approving the bye laws of the proposed Society and duly fill in, sign and return to the DEVELOPER within FOUR DAYS of the same being forwarded by the DEVELOPER to the Purchaser, so as to enable the DEVELOPER to register the organization of the Purchaser under section 10 of the MOF Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. In the event of the Society or the Limited Company being formed and registered before the sale or disposal by the DEVELOPER of all the premises in the said Building the power and authority of the Society so formed of the premises purchasers shall be

subject to the overall authority and control of the DEVELOPER in respect of any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same and in particular the DEVELOPER shall have absolute authority and control as regards the unsold premises and the disposal thereof.

19. The Purchaser shall pay/deposit with the DEVELOPER on or before taking the possession of the said premises the following amounts :

- (a) Rs._____/ - for the Entrance Fee and Share Application Money.
- (b) Rs._____/ - for professional charges of Advocate for preparation of this agreement.
- (c) Rs._____/ - for Legal Charges and Other expenses
- (d) Rs._____/ - for proportionate share of Municipal Taxes.
- (e) Rs._____/ - for M.S.E.B. Deposits & charges.
- (f) Rs._____/ - For advance of Maintenance Charges for one years.
- (g) Rs._____/ - for Development Charges.
- (h) Rs._____/ - for Water connection Charges/deposits.

The Purchaser hereby agrees that he shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

20. Notwithstanding anything to the contrary contained in this Agreement the Purchaser hereby agrees to contribute to pay his proportionate share towards the costs, charges, expenses, Municipal Taxes and outgoings in respect of the said premises being agreed to be sold hereunder. Such share is to be determined by the DEVELOPER having regard to the area of each premises. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, Municipal taxes and outgoings.

21. Commencing a week after the information in writing is given by the DEVELOPER to the Purchaser that the said premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of the outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authorities and/or Govt. water charges, insurance, common lights, repairs and salaries of clerks, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building. Until the society Limited Company is formed and the said plot and the said Building transferred to it, the Purchaser shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The Purchaser further agrees that till his share is so determined he shall pay to the DEVELOPER provisional monthly contribution of Rupees _____ per month towards the outgoings. The amount so paid by the Purchaser to the DEVELOPER shall not carry any interest and remain with the DEVELOPER until the Deed of Conveyance/Lease is executed in favour of the said Society as aforesaid. Subject to the provisions of Sec. 6 of the MOF Act, on such lease/Conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the DEVELOPER to the Society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, the DEVELOPER shall not be required to pay proportionate share of the maintenance charges of the premises which are not sold and disposed off by the DEVELOPER.

22. The Purchaser with intention to bring in and all persons into whomsoever hands the said premises may come, doth hereby covenant with the DEVELOPER as follows :

- (a) To maintain the said premises at Purchaser's own cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffered to be done anything in

or to the said Building or the staircase or any passages or other area which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or the said Building or the said premises itself or any part thereof.

- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of goods which are objectionable by the concerned local or other authority and shall not carry cause to be carried heavy packages to the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the building including entrances of the said Building and in case any damage is caused to the Building or any other premises or any part thereof on account of negligence or default of the purchaser in this behalf, the Purchaser shall be liable for the Consequences of the breach.
- (c) To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the condition, state and order in which it was delivered by the DEVELOPER to the Purchaser and shall not do or suffered to be done anything in or to the said Building or the said premises which constitutes a breach or default under the rules and regulations and bye laws of the concerned local authority or other public authority AND in the event of the Purchaser committing any with contravention of the above provisions, the Purchaser shall be responsible for liable for the consequences thereof to the concerned local authority and/or any other public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof, nor any alterations in the elevation and outside colour scheme of the said Building and shall keep the portions, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage to columns, beams, walls, slabs, flooring, R.C.C. Partis or other structural members in the said

premises without the prior written permission of the DEVELOPER and/or the Society.

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound of the property and the said Building.
- (f) To Pay to the DEVELOPER within seven days of demand by the DEVELOPER, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connections to the said Building and the **SAID PROPERTY**.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said premises by the Purchaser.
- (h) The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the DEVELOPER under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the DEVELOPER.
- (i) The Purchaser 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 rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in

the said building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.

- (j) Till a Lease/Conveyance of the said plot and the said building in which the said premises is situated is executed, as aforesaid, the Purchaser shall permit the DEVELOPER and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and the said plot and the said building or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said building and/or the said premises.
23. The DEVELOPER shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title and interest in the said plot or any part thereof, hereditaments and premises and the said Building constructed or hereinafter to be erected thereon PROVIDED THAT the DEVELOPER do not in any way affect or prejudice the rights hereby granted in favour of the Purchaser.
24. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the premises in the said Building, if any, shall belong exclusively to the respective purchaser of the premises and such terrace spaces are intended for the exclusive use of the respective purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the DEVELOPER or the Society as the case may be.
25. The Purchaser and the person to whom the said premises is permitted to be transferred, shall from time to time sign all applications papers and documents and do all acts, deeds and things as the DEVELOPER or the Co-operative Housing Society as the case may be, may require

for safeguarding the interest of the DEVELOPER and/or the Purchaser and other Purchasers in the **SAID PROPERTY**.

26. The Purchaser and the person to whom the said premises is permitted to be transferred with the written consent of the DEVELOPER, shall observe and perform all the provision of the bye laws and/or the rules and regulations of the Co-operative Housing Society for the time being in force.
27. The DEVELOPER shall if necessary become member of the said society in respect of his right and benefits conferred/reserved herein or otherwise. If the DEVELOPER transfer, assign and dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such assignees or transferees as members of the said Society.
28. All open/covered garages, car parking spaces in the compound or in the said Building which are proposed presently and/or which may be proposed in future will belong to the DEVELOPER only and he will have sole and exclusive rights and authority to alienate or dispose off the same on such terms and conditions as he may like to any party and receive and appropriate the consideration received thereof and the Purchaser will have no objection to the same and the Purchaser doth hereby consents to what is stated above.
29. The DEVELOPER has reserved the right to give the open space around the said Building if any in the **SAID PROPERTY** for the purpose of car parking, garage and/or for any other purposes on such terms and conditions as the DEVELOPER may desire. The said rights shall continue to subsist even after the said plot is leased to the said society and Conveyance of the said Building executed and the clause containing such rights shall be incorporated in the proposed

Lease/Conveyance. The DEVELOPER or his nominee or nominees shall pay a sum of Rs._____/ - per year to the said society/ federal body in token of such right which will be transferable and heritable even after the said plot is leased to the said society, in respect of any such use of the said open space made by the DEVELOPER and/or their assigns and/or nominees. The DEVELOPER or his nominee or nominees shall be exclusively entitled to the income that may be derived out of such use of open space. The Purchaser shall not be entitled to any rebate and/or concession in the consideration of his said premises because of DEVELOPER's such use of open space or other rights of the construction of any other building and/or structures and/or changes alterations and additions made in the said Building. The Purchaser herein shall not be entitled to any abatement in the price of the said premises or object to the same for any reason whatsoever and shall allow the DEVELOPER his agents servants etc. to enter into and upon the said plot and the said Building for the purpose of use or enjoyment of the said open space. The DEVELOPER shall be entitled to transfer or assign such rights to any person and the Purchaser or the said society shall not raise any objection thereto.

30. The Purchaser shall present this Agreement for registration with the Sub-Registrar of Assurances at Thane within the time limit prescribed by the Registrations Act and intimate to the DEVELOPER the serial No. under which the same is lodged for registration and thereafter, the DEVELOPER will attend such office and admit execution thereof.
31. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./ Under Certificate of Posting, at his address specified below :

32. The DEVELOPER, his nominees or assigns shall be entitled to reserve enjoy and/or grant or give such right of way and passage from the **SAID PROPERTY** for the purpose of going to and coming from the other property including the remaining portion of the **SAID PROPERTY** or the plots of land which may be developed by the DEVELOPER or its nominees and assigns at all time or day or night and for all purposes with or without animals, carts, carriages, wagon, motor cars or any vehicle laden or unlade into, upon or over the **SAID PROPERTY** at such places thereon as the DEVELOPER may decide and enjoy and/or give right to lay the service lines including water/drainage pipes, drainage chambers, electric cables, etc. in to under over or upon the said plot/property at such places as the DEVELOPER may decide to any one or more persons occupants and/or persons claiming through them or him on such terms and conditions as the DEVELOPER may deem fit and the Purchaser and the said society to be formed shall be bound by the same and shall not raise any objection whatsoever. It is specifically confirmed agreed and declared by the Purchaser that he has agreed to purchase the said premises knowing fully well such rights of the DEVELOPER which shall continue to subsist even after formation of the said society and execution of Lease and/or Conveyance in favour of the said society/federal body and necessary clause obtaining such rights shall be incorporated in the Lease and/or Conveyance to be executed in favour of the said society/federal body.
33. The Purchaser shall have no claim, save and except in respect of the particular premises, common areas and facilities and limits hereby agreed to be acquired i.e. all other areas including terrace and open spaces around the said Building and the said plot will remain the property of the DEVELOPER until the **SAID PROPERTY** and said Building are transferred to the Society/Federal body as herein provided subject to the rights of the DEVELOPER as contained in this Agreement.

34. The Purchaser shall, at no time, demand partition of his interest in the said Building and/or **SAID PROPERTY**, it being hereby agreed and declared by the Purchaser that his such interest in the said premises is impartible.

35. The DEVELOPER shall always have sole right to get benefit of additional FSI for construction and/or also to avail of the benefits of Transfer of Development Rights (TDR) of some other property on the **SAID PROPERTY** or at the option of the DEVELOPER, from the **SAID PROPERTY** to some another property, as may be applicable from time to time from the Corporation and also to make the additions, raise storeys or put additional structures as the case may be as permitted by the Corporation and other competent Authorities. Such additional structures and storeys will be the property of the DEVELOPER alone. The DEVELOPER will be entitled to use the terrace including parapet wall of the said building either for display of advertisements and sign boards, illuminated or otherwise, neon signs thereon or installing antennas, radar, communication or information sites or links and the Purchaser shall not be entitled to raise any objections or claim any abatement in the price of the flat agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the DEVELOPER.

36. The Purchaser hereby expressly agrees and covenants with the DEVELOPER that in the event of all Floors (or the wings) of the said Building on the site being not ready for occupation simultaneously and in the event of the DEVELOPER offering license to enter upon the said premises to the Purchaser earlier than completion of all the floors of the said Building on the **SAID PROPERTY**, then and in that event the Purchaser has no objection to the DEVELOPER completing the construction of the balance Floor/s of the said Building on the **SAID PROPERTY** without any interference or objection by the Purchaser.

The Purchaser further confirms that he shall not object to construction of the balance floor/s or part/s thereof by the DEVELOPER on the ground of nuisance, annoyance or any other ground or reason whatsoever and the DEVELOPER shall be entitled to either by himself or through any nominee to construct and complete the said floor or floors of the said Building on the said plot as they may desire in his absolute discretion without any interference or objection or dispute by the Purchaser.

37. The DEVELOPER shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.
38. The Purchaser is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Purchaser alone including the penalty if any. The DEVELOPER shall not be liable to contribute anything towards the said stamp duty. The DEVELOPER shall indemnify the DEVELOPER against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the DEVELOPER. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the DEVELOPER in consequence upon any legal proceedings that may be instituted by the authorities concerned against the DEVELOPER for non-payment and/or under payment of stamp duty by the Purchaser.
39. Nothing contained in this Agreement shall be construed to confer upon the Purchaser/s any right, title and interest of any kind whatsoever into or over the **SAID PROPERTY** or the said Building to be constructed thereon or in part thereof. The Purchaser shall have

no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stilt cases, terraces, etc. will remain the property of the DEVELOPER until the **SAID PROPERTY** and the said Building is transferred to the Society/Limited as hereinbefore mentioned.

40. The transaction covered by this contract at present is understood to be under Sale of service under GST Act, 2016. If however by reason of any amendment to the Constitution or Enactment or Amendment of any other law Central or State, this transaction is held to be eligible to tax as a Sale or otherwise, either as whole or in part any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Purchaser along with other flat purchasers or demand at any time. In addition whatever taxes, duties, levies and cesslivable by any authority or authorities concerned hereafter shall be paid and cleared by the Purchaser proportionately.
41. Any delay tolerated or indulgence shown by the DEVELOPER in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the DEVELOPER shall not be construed as a waiver on part of the DEVELOPER of any breach or non-compliance of any terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the rights of the DEVELOPER.
42. The Purchaser hereby agrees that in the event of any amount is payable by way of premium or deposit to the Corporation or to the State towards betterment charges or development charges or any other tax or charges or payment of a similar nature becoming payable by the DEVELOPER in respect of the said Building, the same shall be reimbursed by the Purchaser to the DEVELOPER in proportion to the area of the said premises agreed to be purchased by the Purchaser and

in determining such amount the decision of the DEVELOPER shall be conclusive and binding upon the Purchaser.

43. All costs, charges and expenses in connection with the formation of the Society as well as the costs of preparing and engrossing the Lease and/or Conveyance, stamp and registration charges thereof and all other Agreements, Assignment Deeds, Transfer Deeds or any other Document/s required to be executed by the DEVELOPER as well as the entire professional costs of the Attorneys at Law of the DEVELOPER in preparing and approving all such documents shall be borne and paid by the Society or proportionately by all the premises Purchasers in the said Building. The stamp and registration charges and the entire professional costs of Advocate/Solicitor incidental to this Agreement shall be borne and paid by the Purchaser. The DEVELOPER shall not contribute anything towards such expenses. The shares of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand.
44. **THIS AGREEMENT SHALL ALWAYS BE SUBJECT TO THE PROVISIONS OF THE MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION SALE MANAGEMENT AND TRANSFER) ACT, 1963 AND RULES MADE THEREUNDER.**

THE FIRST SCHEDULE "A" HEREINABOVE REFERRED TO

ALL THOSE piece and parcels of landed properties total admeasuring 5908.15 Sq. Mt.Sq. Mt., which is explicitly mentioned below:

Sr.No.	Survey No.	Hissa No.	Total Area H-R-P	Area as per 7/12 Sq.mtr	Assessment (Rs.)
1	109	1B	0-23-0 0-01-0	2400	2.44
2	105	2	0-30-4 0-02-3	3270	1.33
3	108	1B (part)	2040	238.15 (balance area)	0.50
TOTAL AREA				5908.15 Sq.Mtr.	

All lying, being and situate at Kausa, Taluka & Dist. Thane, under the territorial jurisdiction of Thane Municipal Corporation, Thane.

SCHEDULE "A-1"

ALLTHAT SAID PREMISES, bearing Flat /Shop No._____ on _____ Floor, in _____ wing lying, being and situate at KAUSA, in **BELLA MONTE**, admeasuring _____ Sq. Meter (Carpet Area), Survey No. 109, Hissa No. 1B, Survey No. 105, Hissa No. 2 and Survey No. 108, Hissa No. 1B (part), within the territorial limits and Registration District and Sub-Registration District of Thane falling under the domain of Thane Municipal Corporation, Thane and bounded as follows:

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and year hereinabove written.

SIGNED AND DELIVERED by }
 the withinnamed – **DEVELOPER** - }
M/S. SHADAB ENTERPRISES }
 Through its Proprietor }
MR. ABUBAKAR ALI MOHAMMAD ZARIWALA }
 in the presence of }

1.

2.

SIGNED AND DELIVERED by }
 the withinnamed – **PURCHASER** - }
 Shri/Smt. _____; }
 _____ }
 _____ }
 _____ }
 in the presence of }

1.

2.

RECEIPT

RECEIVED of and from the within named **PURCHASER/S** a sum of Rs. _____ (Rupees _____) in Cash/by Cheque being the amount of part/full payment payable by the Purchaser to us. Cheque No. _____ dated _____ drawn on _____ . (Subject to realization of Cheque.)

WITNESSES :

I/WE SAY RECEIVED.

For M/S. SHADAB ENTERPRISES

1.

2.

(PRORIETOR)



To,
Mr / Mrs _____ Ref: _____ Address _____
_____ PAN _____

Date: _____

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

I say Agreed

(Authorised Signatory)

Mr/Mrs _____