

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at Nallasopara on this _____ day of _____ in the Christian Year Two Thousand Twenty Four.

BETWEEN

M/S. AB BUILDERS & DEVELOPERS, a Partnership Firm having its Office at **S/4, Bhavesh Commercial Complex, Shri Prastha, Nilemore, Nallasopara (w), Tal. Vasai, Dist. Palghar (Old Thane), 401 203**, therein after called "**THE DEVELOPER**" Through its Partner **MR. ANTON ELIS D'SILVA**, (Which expression shall unless it repugnant to the context or meaning thereof be deemed to include the present partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns) of the **First Part**:

MR. SANTOSH MAHADEV HARIYAN, Age 57 years, PAN No. **ACAPH3632D**

Residing Address at: - Room No. 3, Jaku Club, Mukadama Chawl, Prabhat Colony, Santacruz (East), Mumbai – 400055. hereinafter called “**THE PURCHASER**” (Which expression shall unless it repugnant to the context or meaning thereof be deemed to include the present partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns) of the **Second Part** :

1) MR. ANTON ELIS D’SILVA, 2) MR. BHAVESH KUNDANMAL JAIN, therein after called “**THE OWNER**” as **CONFIRMING PARTY** (Which expression shall unless it repugnant to the context or meaning thereof be deemed to include the present partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns) of the **Third Part** :

WHEREAS:

- A. Originally, **SMT. MATHIBAI J. WAGHAMRE & OTHER’S** were the Owner of piece and parcel of New Impartible Tenure Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village SOPARA, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI.

By Various Deeds and Documents piece and parcel of Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village SOPARA, Tal. Vasai, Dist. Palghar, were sold, transferred and convey to **M/S. VISHAL ENTERPRISES**, as The Purchaser.

By Mutation Entry No. 712, said Property transfer on name of M/S. VISHAL ENTERPRISES.

By Conveyance Deed Dated 23/08/2011, having document no. VSI-3-11035-2011, **M/S. VISHAL ENTERPRISES**, as The Owner, sold, convey and transfer Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village SOPARA, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI, to **M/S. VORA ASSOCIATES**, as The Purchaser. By Mutation Entry No. 1138, said Property transfer on name of M/S. VORA ASSOCIATES.

By Conveyance Deed dtd 17/09/2014, having document no. VSI-4-4794-2014, M/S. VORA ASSOCIATES, as The Owner, sold, convey and transfer Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village SOPARA, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI, to **1) MR. RAKESH TEKCHAND SAKHALA, 2) MR. VIKRAM MANSUKHLAL MIRANI, & 3) MR. BHAVESH KUNDANMAL JAIN**, as The Purchaser.

By Mutation Entry No. 1219, said Property transfer on name of 1) MR. RAKESH TEKCHAND SAKHALA, & 2) MR. VIKRAM MANSUKHLAL MIRANI, & 3) MR. BHAVESH KUNDANMAL JAIN.

By Conveyance Deed dtd 24/10/2019, having document no. vsi-4-7838-2014, **MR. RAKESH TEKCHAND SAKHALA**, as The Owner, sold, convey and transfer Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, Adm. Area 4.41.80 sq.mt. out of Total Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village SOPARA, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI, to **MR. ANTON ELIS D'SILVA**.

By Conveyance Deed dated 10/11/2020, having document no. vsi-4-4492-2020, **MR. VIKRAM MANSUKHLAL MIRANI**, as The Owner, sold, convey and transfer

Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, Adm. Area 4.41.80 Sq.mt. out of Total Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village SOPARA, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI, to **MR. ANTON ELIS D’SILVA**, as The Purchaser.

By Mutation Entry No. 1336 & 1369, Adm. Area 8.83.60 Sq.mt. out of total Adm. Area 11.04.50 of Land bearing S. No. 37, H. N. 1, Layout Plot No. 6, were transfer on name of MR. ANTON ELIS D’SILVA.

AND WHEREAS, MR. ANTON ELIS D’SILVA, Owned and possessed area adm. 8.83.60 sq.ft. and **MR. BHAVESH KUNDANLAL JAIN Owned and Possessed area adm. 2.20.90 sq.mt** out of Total Adm. Area 11.04.50 (H.R./Sq.Mt.), lying, being and situated at Village **SOPARA**, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI.

B) And Whereas **Bhakti Yog Co-Operative Housing Society Ltd**, is fully seized and possessed or otherwise well sufficiently entitled to all that piece or parcel of land bearing Survey No. **37**, Hissa No. **1**, Plot No. **7**, land admeasuring about 1532 Sq. Meters lying being and situate at Village **Sopara**, Taluka Vasai, District Palghar, within the- District of Vasai.

And Whereas By Development Agreement Dated 14th June of 2023 the **Bhakti Yog Co-Operative Housing Society Ltd**, had granted development rights along with development agreement have been registered with the office of sub registrar Vasai 4 vide Registration No. **Vasai-4-9894/2023. Dated. 26/06/2023.** in respect of land bearing land bearing No. **37**, Hissa No. **1**, Plot No. **7**, lying being and situate at Village **Sopara**, Taluka Vasai, District Palghar, within the- District of Vasai. within the limits of Vasai Virar city Municipal Corporation and in the Registration Sub District of Vasai, to **M/S. AB BUILDERS AND DEVELOPERS**, The

vendors, the said power of attorney have been registered with the office of sub registrar Vasai-4 vide Registration **No. Vasai-4-9895/2023. Dated. 14/06/2023.**

AND WHEREAS BHAKTI YOG CO-OPERATIVE HOUSING SOCIETY LTD, Member has given peaceful and vacant possession with a right to develop the same to the Developer i.e **M/S. AB BUILDERS AND DEVELOPERS.**

WHEREAS M/S. AB BUILDERS AND DEVELOPERS have obtained Revised Development Permission with amalgamation for proposed Residential cum commercial Building No. 1 A & B Wing under EWS/LIG Scheme on land bearing Plot No. 6 & 7, S. No. 37/1, of Village Sopara, Tal: Vasai, Dist: Palghar. From VASAI-VIRAR CITY MUNICIPAL CORPORATION (VCCMC), vide Order No. VCCMC/TP/RDP/VP-5896/341/2022-2023 dated 19/09/2022.

WHEREAS M/S. AB BUILDERS AND DEVELOPERS have obtained Revised Development Permission with amalgamation for proposed Residential cum commercial Building No. 1 A & B Wing under EWS/LIG Scheme on land bearing Plot No. 6 & 7, S. No. 37/1, of Village Sopara, Tal: Vasai, Dist: Palghar. From VASAI-VIRAR CITY MUNICIPAL CORPORATION (VCCMC), vide Order No. VCCMC/TP/RDP/VP-5896/415/2023-2024 dated 07/03/2024.

WHEREAS, MR. ANTON ELIS D'SILVA, MR. BHAVESH KUNDANLAL JAIN AND MR. ALLEN ANTON D'SILVA formed Partnership Firm known as "**M/S. AB BUILDERS AND DEVELOPERS**" as on dtd. **17/12/2020.**

WHEREAS, By Virtue of PARTNERSHIP DEED, dated 17/12/2020, MR. ANTON ELIS D'SILVA AND MR. BHAVESH KUNDANLAL JAIN agreed to develop the Piece and parcel of Land bearing S. No. 37, H. N. 1, Layout Plot No. 6 & 7, hereinafter referred to as "THE PROJECT LAND" Through "**M/S. AB BUILDERS AND DEVELOPERS**", Partnership Firm.

C) The Developer/s are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

D) The Developer is in possession of the project land.

E) The Developer have proposed to construct on the project land known as **ALEEN HEIGHTS**, Building No. 1, A & B Wing having Ground+ Stilt + 18th Floor.

F) The Allottee/Purchaser is offered Flat/Shop bearing No. **B/205**, on the **2nd Floor** along with Parking Space _____ (herein after referred to as the said FLAT/SHOP) in the Project/Building known as **ALEEN HEIGHTS, "B" Wing** being constructed by the Builder.

G) The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architect.

H) The Developer has registered the Project known as "**ALEEN HEIGHTS**" under the provisions of the Act with the **Real Estate Regulatory Authority at Maharashtra i.e. RERA**, Vide registration no. **P99000031719** authenticated copy have been annexed hereto.

I) The Developer has appointed a structural Engineer for the preparation of the structural design and Drawing of the buildings and the Builder accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

J) By virtue of the Partnership Deed, the Developer has sold and exclusive right to sell the Apartments in the said building/s to be constructed by the Builder on the project land and to enter into Agreement/s with the Allottee/purchaser(s)/s of the Flat/Shop to receive the sale consideration on respect thereof;

K) on demand from the Allottee/Purchaser, the Developer has given inspection to the Allottee/purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder **Architect M/S. UMERSH KEKRE & ASSOCIATES** and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

L) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the

nature of the title of the Developer to the Project Land on which the Flat/shop are constructed or are to be constructed have been annexed hereto.

M) The authenticated copies of the plans of the layout as approved by the concerned Local Authority have been annexed hereto.

N) The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the project have been annexed hereto.

O) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority have been annexed hereto.

P) The Developer 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.

Q) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulation and registrations which are to be observed and performed by the Developer 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.

R) The Developer has accordingly commenced construction of the said building/in accordance with the said proposed plans.

S) The Allottee/ Purchaser has/have applied to the Developer for allotment of a **Shop/Flat No. B/205, on 2nd Floor**, having carpet area of **27.70** sq. Mt. (RERA Carpet) and enclosed balcony area admeasuring **2.70** square meter + Parking No. _____ in the project known as **“ALEEN HEIGHTS”, “B” Wing**.

T) The **carpet** area of the said Flat/ Shop is **27.70** Square meters and enclosed balcony area admeasuring **2.70** square meter and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee / Purchaser, but includes the area covered by the internal partition walls of the apartment.

U) 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.

V) Prior to the execution of these presents the Allottee/Purchaser has paid to the Developer a sum of **Rs.51,000/- (Rupees Fifty One Thousand Only)** being part payment of the sale consideration of the apartment agreed to be sold by the Developer to the Allottee/Purchaser as advance payment or Application fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

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

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

1. The Developer shall Construct the said Building No. 1, A & B Wing having Ground+ Stilt + 18th Floor on the project land in accordance with the plans, design and specifications as approved by the concerned local authority from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser except any alterations or addition required by any Government authorities or due to change in law

a. The Allottee/Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee/Purchaser Flat No. **B/205**, having carpet area of **27.70** sq. Mt. (RERA Carpet) and enclosed balcony area admeasuring **2.70** square meter On **2nd Floor** + Parking Space _____ (hereinafter referred to as "the Flat/Shop") in the said building for the total consideration of **Rs.32,90,000/- (Rupees Thirty Two Lakhs Ninety Thousand Only)**.

b. The total aggregate consideration amount for the said Flat/Shop including common areas and facilities + Parking Space is Rs. _____ (Rupees _____ only/-)

c. The Allottee/Purchaser has paid on or before execution a sum of **Rs.51,000/- (Rupees Fifty One Thousand Only)** as and by way of advance payment or application fee (the payment and receipt whereof the promoter doth hereby admit and acknowledge). The balance amount of the total consideration i.e. **Rs.32,39,000/- (Rupees Thirty Two Lakhs Thirty Nine Thousand Only)** in the following manner:-

- 1) 2% on booking of the Flat.
- 2) 8 % on or Within 15 Days.
- 3) 8 % on or before Completion of Plinth.
- 4) 4% on or before Completion of 1st SLAB
- 5) 4% on or before Completion of 2ndSLAB.
- 6) 4% on or before Completion of 3rdSLAB
- 7) 4% on or before Completion of 4th SLAB
- 8) 4% on or before Completion of 5th SLAB
- 9) 4% on or before Completion of 6th SLAB
- 10) 4% on or before Completion of 7th SLAB
- 11) 4% on or before Completion of 8th SLAB
- 12) 4% on or before Completion of 9th SLAB
- 13) 4% on or before Completion of 10th SLAB
- 14) 4% on or before Completion of 11th SLAB
- 15) 4% on or before Completion of 12th SLAB
- 16) 4% on or before Completion of 13th SLAB
- 17) 4% on or before Completion of 14th SLAB
- 18) 4% on or before Completion of 15th SLAB
- 19) 4% on or before Completion of 16th SLAB
- 20) 4% on or before Completion of 17th SLAB
- 21) 4% on or before Completion of 18th SLAB
- 22) 4% on or before Completion of 19th SLAB
- 23) 2% on or before Completion of Brick Work
- 24) 2% on or before Completion Tiling & Plumbing Works.
- 25) 2% on remaining at the time of occupation/Possession of the said Flat/shop.

d. The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by the Builder up to the date handing over the possession of the [Apartment].

e. The Total Price is escalation-free, save and except escalations/increase, due to increases 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 Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., The Builder shall encase the said notification/order/rule/regulation published/issued in that behalf to that effect long with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

f. The Allottee/Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Builder to adjust his payments in any manner.

2.1. The 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 plan or thereafter and shall before handing over possession of the Apartment to the Allottee/Purchaser obtain from the concerned local authority occupancy and or completion certificates in respect of the Flat/Shop.

2.2. Time is essence for the Developer as well as the Allottee/Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee/Purchaser and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or the completion certificate or both as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the

Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1(c) herein above (“Payment Plan”).

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project and is(BUA) square meters only and Developer has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI availing as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based in expectation of increased FSI which may be available in future on modification to Development Control regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Flat/shop based on the proposed construction and sale of Flat/Shop/s to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1. If the Developer fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee/Purchaser’ the Developer agrees to pay to the Allottee/Purchaser who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Developer interest’s specified in the Rule, on all the delayed payment which become –due and payable by the Allottee/Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(s) to the Developer.

4.2 Without prejudice to the rights of the Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the Allottee/Purchaser committing three defaults of payment of installments, the

Developer shall at his own option, may terminate this Agreement Provided that, Builder shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD/Email/Phone at the address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/Purchaser (subject. To adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty day of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser to the Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Flat/Shop as are set out annexed hereto.

6. The Developer shall be entered to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of:

- a) Non-availability of steel, cement, other building material, water or electric supply.
- b) War, Civil commotion or act of God,
- c) Any notice, order rule, notification of the government and/or other public or competent authority.

7.1 Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the Agreement shall offer in writing the possession of the [Flat/Shop] to the Allottee/Purchaser in terms of this agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the [Flat/Shop] to the Allottee/Purchaser. The Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder. The Allottee/Purchaser agree(s) to pay the Maintenance charges as determined by the Developer or association of Allottee/Purchaser, as the case may be. The Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the project.

7.2 The Allottee/Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the Developer to the Allottee/Purchaser intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee/Purchaser to take Possession of Flat/Shop Upon receiving a written intimation from the Developer as per clause 7.1, the Allottee/Purchaser shall take possession of the Flat/Shop from the Builder by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat/Shop to the Allottee/Purchaser. **The Allottee/Purchaser is liable to pay the maintenance of the Flat/Shop from the day on which the Builder intimates to the Allottee/purchaser, that the Flat/Shop is ready for the Possession. The Allottee/Purchaser is liable to pay the 12 month maintenance in advance to the Builder.** In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

8. The Allottee/Purchaser shall use the Flat/Shop or any part thereof permit the said to be used only for purpose of residence/Commercial use the parking space only for purpose of keeping or parking vehicle.

9.1 The Allottee/Purchaser along with other allottee/s of Flat/Shop in the building shall join in the forming and registering the Society or Association or a Limited Company to be known by such name as the Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the Proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee/Purchaser, so as to enable the Developer to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/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.

9.2 The Developer 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/ Developer and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.

9.3 Within 15 days after notice in writing is given by the Developer to the Allottee/Purchaser that the [Flat/Shop] is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned 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 maintenance of the project land and building/s Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Developer provisional monthly contribution towards the outgoings as paid by the Builder at the time of possession. The amounts so paid by the Allottee/Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the society or the Limited Company, as the case may be.

10) The Flat/Shop Purchaser/s shall on or before delivery of possession of the said premises pay the amount as decided to for incurring the expenses of Legal Charges, Share Money, Application Entrance Fee of the Society, for formation and registration of the society or limited Company, for proportionate share of taxes and other charges. Etc.

11) The Developer shall utilize the sum of Rs.-----/- paid by the Flat/Shop purchaser/s to the Developer for meeting all legal cost, charges and expenses, including professional costs of the attorney-at-law/advocates of the Developer in connection with formation of the said society, or of the case may be limited company, preparing its rules, regulations and bye-laws and & cost of preparing and engrossing this agreement and the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building the Allottee/Purchaser shall pay to the Developer, the Allottee/Purchaser's share or stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said

Building/wing of the building. At the time of Registration of conveyance or Lease of the project land, the Allottee/Purchaser, shall pay the Developer, the Allottee/Purchaser's share of stamp duty and registration charges payable, by the said Apex body or federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/BUILDER

The Developer hereby represents and warrants to the Allottee/Purchaser as follows:

- i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer has lawful right and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- v) All approvals, licences and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land Building/wing and common areas;

vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of the Allottee/Purchaser under this Agreement.

viii) The Developer confirms that the Builder is not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchaser the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchasers;

x) The Developer has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi) No notice from the Government or any other local body or authorities or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property has been received or served upon the Developer in respect to the project land and/or the Project except those disclosed in the title report.

14. The Allottee/Purchaser/s or himself/ themselves with intension to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Developer as follows:-

i. To maintain the Flat/Shop at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the state that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required,

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 of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure 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 the apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own all internal repairs to the said Flat/shop and maintain the Flat/Shop in the same condition, state and order in which of was delivered by the Builder to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser 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, nor at any time make or cause to be made any addition or alteration of whatever nature in or the Flat/Shop or any part thereof, nor any alteration in the elevation and outside and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Flat/Shop without the prior written permission of the Builder and/or the Society or the Limited Company.

v. Not to be 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 Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. 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 any portion of the project land and the building in which the Flat/Shop is situated.

vii. Pay to the Developer within fifteen days of demand by the Builder, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.

viii. 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, on account of change of user of the Flat/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix. The Allottee/Purchaser shall not let, sub-let, transfer, and assign of part with interest or benefit factor of this Agreement or part with the Possession of the Flat/Shop until all the dues payable by the Allottee/Purchaser to the Developer under this Agreement are fully paid up.

x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alteration 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 the observance and performance of the Building Rules, Regulation and By-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions lay down by the Society regarding the occupancy and use of the Flat/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the Agreement.

xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed is favour of Society/Limited Society, The Allottee/Purchaser shall permit the Builder and their surveyors and agents, with or without workmen and other, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

15. The Developer shall maintain a separate account in respect of sums received by the Builder from the Allottee/Purchaser 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 purpose for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Flat/Shop and Building or any part thereof, The Allottee/Purchaser shall have no claim save and except in respect

of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex body/federation as hereinbefore mentioned.

17. LIEN/CHARGE

(a) The Developer shall have the lien and charge on the said Residential/Commercial Flat/Shop/Commercial and/or on the said Car Parking Space agreed to be acquired by the Allottee/Purchaser/s in respect of any unpaid amount payable by the Allottee/Purchaser/s to the Builder hereunder.

(b) It is an essential and integral term and condition of this Agreement, that only upon the payment of full sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Allottee/Purchaser/s to the Developer (and not otherwise), will the Allottee/Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Residential/Commercial Flat/Shop and or of the said Car Parking Space.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Allottee/Purchaser until, Firstly, the Allottee/Purchaser signs and deliver this Agreement with all the schedules along with the payments due as stipulated I the payment plan within 30(thirty) days from the date of receipt by the Allottee/purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builder. If the Allottee/purchaser(s) fails to execute and deliver to the Builder this agreement within 30(thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, the Developer shall serve a

notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser in connection therewith including the booking amount shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned by the Allottee/Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotted letter, correspondences, arrangement whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be. It is further agreed by the Developer will observe and abide all the rules & regulation of RERA act for discharging all liabilities towards allottee/purchaser.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of the rules and regulations made there under 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 there under 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.

Wherever, in this Agreement it is stipulated that the allottee/purchaser has to make any payment, in common with other Allottee/purchaser(s) in project, the same shall be in proportion to the carpet area of the (Apartment) to the total carpet are of the entire Apartment) in the project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may by reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred there under or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Builder through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer/Builder and the Allottee/Purchaser. After the Agreement is duly executed by the Allottee/Purchaser and the Developer/Builder or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have executed at Vasai – Palghar.

26. The Allottee/Purchaser and /or Developer shall present this Agreement as well as the Conveyance/assignment of least at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/Purchaser and the Builder as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Builder by Registered Post A.D./Courier and notified Email ID/Under Certificate of Posting at their respective address specified below :

MR. SANTOSH MAHADEV HARIYAN,

Residing Address at: - Room No. 3, Jaku Club, Mukadama Chawl, Prabhat Colony, Santacruz (East), Mumbai – 400055.

It shall be the duty of the Allottee/Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Builder or the Allottee/Purchaser, as the case may be.

28. JOINT ALLOTTEE / PURCHASERS:-

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Builder to the Allottee/Purchaser whose name appears first and at the address given by him /her which shall for all intents and purposes to consider a property served on all the Allottee/Purchaser.

29. STAMP DUTY AND REGISTRATION: - The charges towards, stamp duty and registration of this agreement shall be borne by the Developers/Builders.

30. DISPUTE RESOLUTION: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, there under

31. 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 VASAI Courts will have the jurisdiction for this Agreement.

SCHEDULE 'A'

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of N.A. Land bearing S. No. **37**, H. N. **1**, Layout Plot No. 6, Adm. Area 11.04.50 (H.R./Sq.Mt.) .) & S. No. **37**, H. N. **1**, Layout Plot No. **7**, Adm. Area 15.32.00 (H.R./Sq.Mt.), lying, being and situated at Village **SOPARA**, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI.

SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT

Flat No. **B/205**, on the **2nd Floor**, having carpet area of **27.70** sq. Mt. (RERA Carpet) and enclosed balcony area admeasuring **2.70** square meter + Parking Space _____ (hereinafter referred to as “the Flat/Shop”), in the building known as “**ALEEN HEIGHTS**”, “**B**” Wing, constructed Non - Agricultural land bearing S. No. **37**, H. N. **1**, Layout Plot No. **6**, Adm. Area 11.04.50 (H.R./Sq.Mt.), & S. No. **37**, H. N. **1**, Layout Plot No. **7**, Adm. Area 15.32.00 (H.R./Sq.Mt.) lying, being and situated at Village **SOPARA**, Tal. Vasai, Dist. Palghar, within the limits of Vasai – Virar Municipal Corporation and within the jurisdiction of Sub – Registrar Vasai I to VI.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTE

SIGNED AND DELIVERED by the)

Within named “**The DEVELOPERS**”)

M/S. AB BUILDERS AND DEVELOPERS)

Through his Partner)

1. MR. ANTON ELIS D’SILVA)

In the presence of.....

1.

2.

SIGNED AND DELIVERED by the)
With named **"THE PURCHASER/S"**)
MR. SANTOSH MAHADEV HARIYAN,)
In the presence of.....)

1.

2.

SIGNED AND DELIVERED by the)
Withinnaned **"The OWNER/S"**)
AS CONFIRMING PART)
1. MR. ANTON ELIS D'SILVA)

2. MR. BHAVESH KUNDANLAL JAIN)

1.

Name:

Address:

2.

Name:

Address:

RECEIPT

RECEIVED a sum of **Rs.51,000/- (Rupees Fifty One Thousand Only)** from **MR. SANTOSH MAHADEV HARIYAN**, in Part amount of sale of Flat / Shop No. **B/205**, on **2nd Floor**, + Parking Space _____ in the building known as "**ALEEN HEIGHTS**" constructed on Non-Agriculture land bearing S. No. 37, H. N. 1, Layout Plot No. 6 & 7, lying, being and situated at Village – **SOPARA**, Tal. Vasai, Dist. Palghar within the area of Sub-Registrar at Vasai. The details of payment are as under:

Sr. No	Amount (Rs.)	Payment Mode	Date	Bank Details
1.	51,000/-	Ch. No. 448174	30/04/2024	State Bank of India Br. Mumbai
Total				51,000/-

DATE:
PLACE:

WE SAY RECEIVED

**For M/s. AB BUILDERS AND DEVELOPERS,
PARTNER**