**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE IS** made and entered into at Mumbai this \_\_\_ day of \_\_\_\_\_\_\_ 2022 executed between **M/s. PRATHMESH DEVELOPERS** (PAN No. AAJFP9128K) through its partner, **Mr. Manish Dinesh Patel**,a registered partnership firm having their office at The Palms , Chittaranjan Nagar Vidya CHS, C-102, 1st Floor,Chittaranjan Nagar, Rajawadi, Ghatkopar (East), Mumbai – 400 077 hereinafter referred to as “DEVELOPERS/ PROMOTERS”, (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their partners for the time being and their respective heirs, executors, administrators and assigns) OF THE **FIRST PART**

**AND**

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (PAN No. \_\_\_\_\_\_\_\_\_\_\_\_)adults, Indian Inhabitant of Mumbai, residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “PURCHASER/ ALLOTTEE”, (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/ her heirs, executors, administrators and assignd OF THE **SECOND PART***.*

**WHEREAS**:

1. The Maharashtra State Road Transport Corporation (for short referred to as MSRTC) owned vast plots of land admeasuring 54423.5 sq.mtrs, situated at bearing CTS No. 636 (part), of Village Kurla II, Near Premier Company Gate No.6, Kurla Car Shed Road, Kurla (West), Mumbai – 400 070. For brevity sake, the said Maharashtra State Road Transport Corporation is hereinafter referred to as MSRTC and plot bearing CTS No. 636 admeasuring 54423.5 square meters is hereinafter referred to as the said larger property.
2. The Property Card of the said larger property bearing CTS No. 636 stands in the name of Maharashtra Vahatuk Marg Mandal (presently known as Maharashtra State Road Transport Corporation (for short MSRTC).
3. The part of the said larger property was occupied by 167 residential and nonresidential slum dwellers.
4. The occupants of the slum dwellers formed a society named New Milind Nagar S. R. A. Co-operative Housing Society (proposed) (hereinafter referred to as the said society).
5. By Development agreement dated 9.7.2006, executed by Chhedilal Baldo Jaiswal and 12 others, (therein referred to as Promoters) of the said society, appointed Prathmesh Developers (Developers herein) for implementing the Slum Rehabilitation scheme at the part of the said property and appointed Mr. Ulhas J. Pagnis as Architect for implementing the Slum Rehabilitation scheme.
6. The Developers put up draft Annexure II to the Deputy Collector (Enc/ Removal). Pursuant to the request of the Developers and society, Annexure II was initially issued by the Deputy Collector and Competent Authority. In view of the change in policy of State Government, Annexure II was amended by the Deputy Collector and Competent Authority, from time to time.
7. Pursuant to the proposal put up by the society, the Developers, through Mr. Ulhas Pagnis (hereinafter referred to as Architect), SRA authorities issued Letter of Intent dated 8.12.2008, for implementing the Slum Rehabilitation scheme in respect of the part of the then proposed property admeasuring 1823 sq.mtrs,. Pursuant to the request of Mr. UlhasPagnis (Architect), MSRTC authorities granted NOC dated 20.1.2009, for implementation of Slum Rehabilitation scheme for the then proposed society upon the terms and conditions mentioned therein.
8. New Milind Nagar S. R. A. Co-operative Housing Society (proposed) was registered with the Registrar of Societies (SRA) on 20.2.2009, under Registration No. 11561 of 2009.
9. Pursuant to the application of the society and the Developers, through the Architect, SRA authorities issued Intimation of Approval (IOA) dated 11.6.2009, bearing No. SRA/ ENG/ 2182/ L/ MSRTC/ AP in respect of the part of the said property admeasuring 1823 square metres.
10. The Central Railway authorities granted their No Objection Certificate dated 17.6.2009 to the society for implementing the Slum Rehabilitation scheme at the said property.
11. The Western Naval Command, through Commodore, Commanding Flag Officer, Officer in Chief, issued No Objection Certificate dated 18.12.2009, for implementation of Slum Rehabilitation scheme at the said property.
12. Airports Authority of India, granted their No Objection Certificate dated 25.12.2012, bearing No. BT(1)/ NOC/ MUM/ 12/ NOC/ As/ 021/ 960/ 2319 for implementing the Slum Rehabilitation scheme at the said property.
13. The DILR Slum Rehabilitation Authority by his letter dated 21.1.2009, addressed to CTSO, requested to carry out joint measurement for acquisition. Accordingly, on 2.3.2009, Joint measurement was carried out in respect of property bearing CTS No. 636 (part), by CTSO – Kurla in presence of M/s. Prathmesh Developers and area of 2217.5 square meters for acquisition was ascertained as well as boundaries were demarcated and shown on the Plan copy whereof, was furnished by CTSO Kurla, to DILR Slum Rehabilitation Authority by letter from CTSO -Kurla dated 25.8.2014, bearing No. 15/ 2009/ 2014/ 812.
14. In accordance with the requisitions of SRA, Revised NOC was sought from Airports Authority of India, and accordingly revised NOC dated 2.6.2015 was granted by Airports Authority of India for permissible top elevation AMSL to the extent of 53.45 meters.
15. Due to ascertaining the area of 2217.5 sq.mtrs, for implementation of the Slum Rehabilitation scheme, and revised Annexure II, Slum Rehabilitation Authority, by their letter dated 8.2.2016, bearing No. SRA/ ENG/ 1668/ L/ MSRTC/ LOI granted revised LOI for implementation of Slum Rehabilitation scheme.
16. Pursuant to the revised LOI dated 8.2.2016, Slum Rehabilitation Authority also granted approval to the amended Plan of composite building in Slum Rehabilitation scheme at the said property for implementing the Slum Rehabilitation scheme for the said society.
17. As a part of compliance with the requisitions of SRA and pursuant to the application of the society through their Architect, for the society by letter dated 18.4.2017, MSRTC granted No Objection Certificate dated 7.6.2017, bearing No. RP/ STA/ 2086 for implementing Slum Rehabilitation scheme at the part of the larger property admeasuring 2217.50 square meters upon the terms and conditions mentioned therein.
18. Inter alia, the NOC dated 7.6.2017, the Developers were required to pay 25 % of current Ready Reckoner rate by way of lease premium, for the land to be leased out for 30 years, at the yearly lease rent of Rs. 1001/-. The Developers agreed to allot 15 % of the built up area of net plot area as per the SRA norms to MSRTC free of cost and residential premises to be allotted to MSRTC were identified.
19. The Developers have, in accordance with the terms of the Development agreement and norms laid down by Slum Rehabilitation Authority, paid compensation in lieu of transit accommodation and obtained vacant possession of new area of the plot for commencing composite building consisting of 3 wings. As per approval, C Wing is for rehabilitation of occupants as well as part for sale component, and A and B wings are residential cum commercial for allotment of prospective purchasers as well as for allotment to MSRTC as per MSRTC NOC dated 28.7.2017.
20. Some of the occupants resisted the implementation of the Slum Rehabilitation scheme and/or vacating their respective structures and shifting to transit accommodation. The Developers instituted proceedings for vacating such non-co-operative occupants in accordance with the provisions of Sections 33 and 38 of the Maharashtra Slum Areas (Improvement, Clearance & Re-development) Act, 1971. The Deputy Collector and Competent Authority passed eviction order against such occupants, who preferred appeal before the Appellate Authority appointed under the said Act, which were also dismissed.
21. Being aggrieved by the order of the Appellate Authority, for eviction 3 Writ Petitions were preferred before the Honorable High Court, being Writ Petition No. 8277 of 2015, No. 1440 of 2016 and No. 1441 of 2016. The aforesaid 3 Writ Petitions were dismissed on 27.4.2016 by His Lordship Mr. Justice R. M. Sawant. The Developers have implemented the order of eviction and net plot area is vacant and the Developers are in process of commencing the construction, in accordance with the approved Plans. Some of the structures standing on the set back area, are not required to be vacated for the time being. However, eligible occupants of the structures standing at the setback area have undertaken to remove the said respective structures as and when required for demolition.
22. Upon the Developers complying with the various requisitions of LOI and IOA, Slum Rehabilitation Authority issued Commencement Certificate dated 15.7.2011, bearing No. SRA/ ENG/ 2182/ L/ MSRTC/ AP which was re-endorsed on 28.7.2017.
23. Due to amendment in Development Control Regulation, the Development Control Regulation 1991 was repelled by introduction of DCPR 2034 and as per the direction of CEO SRA, the developers have applied amendment the plans as per the provision of new Development Control Regulation for ground / stilt plus 15 upper floor of A, B and C wings.
24. Pursuant to the amendment application through the architect, the Slum Rehabilitation Authority granted revised LOI dated 1.8.2019 bearing No. SRA/ENG/1668/L/MSRTC/LOI and also granted revised IOA bearing No. SRA/ENG/2182/L/MSRTC/AP with amended plans dated 2.8.2019 was issued.
25. Inter alia as per the provision of new DCPR 2034 now the developers requires to allot 25% of built-up area instead of 15% built-up area of the net plot areatoMSTRC free of cost and the same has been demarcated in the approved plan dated 2.8.2019.
26. Upon compliances of various requisitions including balance payment of lease premium the Slum Rehabilitation Authority have re-endorse the commencement certificate on 22.11.2019 upto top of the 15th floor of C wing and upto plinth level of A and B wings.
27. The Developers have prior to execution hereof, given inspection of the following documents to the Purchasers, who have by way of inspection of documents referred hereinafter, relating to the title of the property of MSRTC and right and /or title of the Developer to develop the said property referred in SCHEDULE hereunder written in accordance with the provisions of Maharashtra Housing (Regulation and Development) Act, 2016. The particulars of the documents are as under:
	* 1. P. R. Card of CTS No. 636 admeasuring 54423.5 square meters standing in the name of MAHARASHTRA STATE ROAD TRANSPORT CORPORATION, i.e. Maharashtra RajyaVahatukRaste Mandal.
		2. Development Agreement dated 9.7.2006 executed by CHHEDILAL BALDO JAISWAL and 12 others (therein referred to as Promoters) in favour of Prathmesh Developers, in respect of said property.
		3. Registered Deed of Partnership dated 28.8.2006, executed by (1) Mr. Ashok B. Kelkar, (2) Mr. PareshKantilal Shah, (3) Mr. Tushar B. Kuvadia, (4) Mr. Manish Dinesh Patel, (5) Mr. Amar Navin Chheda, (6) Mr. Manish Virendra Maniar.
		4. Registered Deed of Partnership cum re-constitution dated 24.11.2014 executed by (1) Mr. Paresh Kantilal Shah, (2) Mr. Tushar B. Kuvadia, (3) Mr. Manish Dinesh Patel, (4) Mr. Amar Navin Chheda, (5) Mr. Dharmesh B Giri (6) Mr. Bhavesh B Giri and (1) Mr. Ashok B. Kelkar (2) Mr. Manish Virendra Maniar.
		5. Letter of Intent dated 8.12.2008, in favour of New Milind Nagar S. R. A. Co-operative Housing Society (proposed) and Prathmesh Developers for implementing the Slum Rehabilitation Scheme, in respect of the area admeasuring 1823 sq.mtrs, forming party of said property.
		6. No Objection Certificate dated 20.1.2009 of MSRTC bearing No. ST/ EEM (K)/ 2339 addressed to Mr. UlhasPagnis, Architect, inter alia, giving No Objection to implement the Slum Rehabilitation scheme on the property bearing CTS No. 636 (part), for New Milind Nagar S. R. A. Co-operative Housing Society (proposed).
		7. Public Notice dated 6.2.2009, published in Free Press Journal dated 7.2.2009, on behalf of Prathmesh Developers, inviting claim from the persons having interest in the said property by way of sale, exchange, mortgage, lease, trust etc.
		8. Society registration certificate dated 20.2.2009, inter alia, bearing No. 11561 of 2009, for registration of New Milind Nagar SRA Co-operative Housing Society LTD.
		9. Intimation of Approval dated 11.6.2009, bearing No. SRA/ ENG 2182-L/ MSRTC/ AP in respect of CTS No. 636 (part).
		10. No Objection Certificate dated 17.6.2009, issued by the Central Railway authorities, for the proposed Slum Rehabilitation scheme on the property bearing CTS No. 636 (Part) for the slum dwellers i.e. New Milind Nagar SRA Co-operative Housing Society Ltd.
		11. NOC dated 18.12.2009, from Western Naval Command namely by Commodore, Command Work Officer for Flag officer Commanding-in-Chief.
		12. No Objection Certificate from Airports Authority of India (AAI) dated 25.10.2012, bearing No. BT(1)/ NOC/ MUM/ 12/ NOC/ AS – 021/960/2319.
		13. Area Certificate dated 15.8.2014, after joint measurement at site issued by the City Survey Officer – Kurla II, by his letter dated 25.8.2014, in respect of CTS No. 636, admeasuring 54423.5 square metres and particularly for the area admeasuring 2217.5 square metres to be acquire for the New Milind Nagar SRA Co-operative Housing Society Ltd.
		14. Revised No Objection Certificate dated 2.6.2015, from Airports Authority of India.
		15. Amended/ Revised Letter of Intent dated 8.2.2016 issued by SRA being No. SRA/ ENG/ 1668/ MSRTC/ LOI.in respect of the area admeasuring 2217.5 square meters, forming party of said property.
		16. Revised I O A granted by Slum Rehabilitation Authority dated 8.2.2016 for amended Plans of a composite building being No. SRA/ ENG/ 2182/ L/ MSRTC/ AP.
		17. Hon High Court`s Order dated 27/04/2016 in Writ petition no. 8277 of 2015, Writ petition no. 1440 of 2016 and Writ petition no. 1441 of 2016.
		18. No Objection Certificate dated 7.6.2017 issued by the Chief Engineer (Estate) MSRTC.
		19. Commencement Certificate dated 15/07/2011 issued by Executive Engineer, Slum Rehabilitation Authority and further re- endorsed on 28/07/2017.
		20. On the basis of the aforesaid plan approvals, documents and information, provided by the promoters Shri. Bipin Joshi, Advocate, High Court issued Report on Title dated 31.07.2017 and Certificate of Title inter-alia, referring to the epitome of Title and certified that Promoters Title to develop the said property is clear, marketable and free from all encumbrances.

Revised LOI dated 1.8.2019 granted by Slum Rehabilitation Authority as per the provision of new DCPR.

Revised intimation of approval granted by Slum Rehabilitation Authority dated 2.8.2019 for amended plans of stilt / ground plus 15 upper floors for A, B and C wings.

Re-endorse commencement certificate on 22.11.2019 bearing No. SRA/ENG/2182/L/MSRTC/AP.

Hereto annexed and marked as (1) **ANNEXURE “A”** is the copy of P. R. Card of C.T.S. No. 636, (2) **ANNEXURE “B”**is the copy of L.O.I.dated1.8.2019 (3) **ANNEXURE “C”** Amended I.O.A. dated2.8.2019, (4) **ANNEXURE “D”** is copy of N.O.C. from MSRTC dated 7.6.2017 (5) **ANNEXURE “E”** is copy of Commencement Certificate dated 15.7.2011, (6) Hereto annexed and marked as **ANNEXURE “F”** is copy of the certificate of Title by Advocate Shri. Bipin Joshi dated 21.8.2017.

1. The promoter has got some of the approvals from the concerned local authority(s) to the plans, the specification, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities of the said Building.
2. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
3. The Purchaser/s has demanded from the Developers and the Developers have given inspection to the Purchaser/s, of all the documents relating to the said Plot the plans, designs and specifications prepared by the Developer’s Architect in respect of the sale Building as well as various permissions issued by the concerned authorities for the development of the said Plot, and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Construction, Sale Management and Transfer) Act, 1963, and / or Real Estate Regulatory Act (hereinafter referred to as **“the said Act”**) and the rules made there under.
4. The Promoter has entered into a standard Agreement with and Architect registered with the Council of Architects and such Agreement it as per the Agreement prescribed by the Council of Architect’s;
5. The promoter has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Regulatory Authority vide No. P51800005734. The copy of certified copy is attached in **Annexure “G”**
6. The promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
7. The Purchaser/s requested the Developers to allot Flat No. **\_\_\_\_\_\_** on the **\_\_\_\_\_** Floor, in **‘C’** wing admeasuring **29.80** sq.mtrs i.e. **320** Sq. ft. Reracarpet area out of the sale component of developer in the Rehab wing (hereinafter referred to as the“said flat”) in the Building namely **“TANISHQ RESIDENCY”** to be constructed on the said Plot of the said Property more particularly described in the **Schedule** hereunder written, forthe consideration of **Rs.\_\_\_\_\_\_\_\_\_\_/-** (**Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only**). The said flat is more particularly described in the **SecondSchedule** hereunder written and shown by red color boundary on the Typical Floor Plan annexed hereto and marked as **Annexure “H”**;
8. The carpet area of the said Flat is **29.80** sq.mtrs and "Reracarpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the allottee, but includes the area covered by the internal partition walls of the apartment.
9. 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;
10. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee hereby agrees to purchase the Flat.
11. Prior to the execution of these presents, the Purchaser/s has/have paid to the Developer a sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_Only)** being the part consideration of the said flat agreed to be sold by the Developer to the Purchaser/s (the payment and receipt whereof the Developer do hereby admits and acknowledges) and the Purchaser/s has also agreed to pay the Developer balance consideration in the manner hereinafter appearing;
12. Under section 13 of the said Act the promoter is required to execute a written Agreement for sale of said apartment with the allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoters shall under normal conditions construct the said residential / commercial to be known as “TANISHQ RESIDENCY” (consisting of ground, part stilt and 15 upper floors on the said Property in accordance with the plans, designs, specifications approved by the Slum Rehabilitation Authority and which have been seen and approved  by the Flat Purchaser/s with such variations and modifications as the Promoters may consider necessary  or as may be required  by  the concerned  local authority/ the Government to be made in them or any of them. PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law

**AND FURTHER** that if and in case the Promoters may consider necessary to further amend/ vary the sanctioned plans or otherwise amendment/ variation in the sanctioned plans becomes necessary either because of the Promoters acquiring or agreeing to acquire any additional property or properties and because of that or because of the increase in the Floor Space Index in the locality or additional or incentive Floor Space Index becoming available on account of acquisition of Transferable Development Rights (TDR) or otherwise then and in any of such cases the Promoters shall be entitled and be at liberty to amend/ vary the sanctioned plans provided the location of the said Building on the said Property and the said Flat or its location, dimensions or other specifications are not changed. The Flat Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as the purchaser’s consent so long as the total area of the said Flat and the specifications, fixtures and fittings are not reduced or such amendment/ variation in the sanctioned plans does not adversely affect the said Flat or the rights and amenities of the Flat Purchaser/s.

2. The Flat Purchaser/s hereby agrees/s to acquire and purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s Flat No.**\_\_\_\_** on the **\_\_\_\_** Floor/s in the **“C”** Wing of the said Building known as **“TANISHQ RESIDENCY”** having Reracarpet area of **320** sq.ft equivalent to **29.80** sq.mtrs hereinafter referred to as “The Said Flat” as shown in the floor plan thereof hereto annexed and marked **ANNEXURE “H”**  for  the price or consideration of **Rs.\_\_\_\_\_\_\_\_\_\_\_/-** (**Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only**) including Rs. Nil being the proportionate price of thecommon areas and facilities appurtenant to  the  said Flat,  the nature,  extent and description of   the common areas   and facilities/limited common areas and facilities, which are more particularly described  in the Second Schedule hereunder written.

The allottee has paid on or before execution of this agreement a sum of **Rs.\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** as advance payment or application fee and hereby agrees to pay to the promoter the balance amount of **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** in the following manner: -

* 1. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST being earnest money.
	2. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST on or before execution of agreement.
	3. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Plinth.
	4. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Stilt Floor Slab.
	5. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of First Floor Slab.
	6. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Second Floor Slab.
	7. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Third Floor Slab,
	8. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Fourth Floor Slab,
	9. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Fifth Floor Slab,
	10. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Sixth Floor Slab,
	11. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Seventh Slab,
	12. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Eighth Floor Slab,
	13. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Ninth Floor Slab,
	14. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Tenth Floor Slab,
	15. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Eleventh Slab,
	16. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Twelfth Floor Slab,
	17. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Thirteenth Floor Slab,
	18. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Fourteenth Floor Slab,
	19. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of Fifteenth Floor Slab,
	20. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of walls, internal plaster, floorings, doors and windows of the said apartment,
	21. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of sanitary fittings, staircases, lifts wells, lobbies upto the floor level of the said apartment,
	22. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said apartment is located,
	23. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or wing in which the said apartment is located,
	24. **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** plus GST within 7 days from Completion of possession of the apartment to the allottee on or after receipt of occupancy certificate or completion certificate.

3. It is hereby recorded that the Flat Purchaser/s has/ have prior to the execution of this Agreement paid to the Promoters a sum of **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ Only)** as advance payment (the payment and receipt whereof the Promoters do hereby admit and acknowledge).

3.1 The total price above excludes Taxes, GST and statutory impositions (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax and Cess and Cess, Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of and sale and carrying out the Project payable by the Promoters) upto the date of handing over the possession of the said flat.

3.2 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 Promoters undertake and agree that while raising a demand on the Flat Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Flat Purchaser/s, which shall only be applicable on subsequent payments.

3.3 The Promoters shall confirm the final carpet area of the said Flat after the construction of the said Building is complete and the Occupation Certificate is granted by the S.R.A. in respect thereof, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Flat Purchaser/s within 45 days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, from the date when such an excess amount was paid by the Flat Purchaser/s. If there is any increase in the carpet area allotted to the Flat Purchaser/s, the Promoters shall demand additional amount from the Flat Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

3.4 The Flat Purchaser/s authorize/s the Promoters to adjust/ appropriate all payments made by him/ her/ them under any head (s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in their sole discretion deem fit and the Flat Purchaser/s agree/s not to object/ demand/ direct the Promoters to adjust his/ her/ their payments in any manner.

4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions,  stipulations  and restrictions,  if  any, which may have been imposed  by   S.R.A., MSRTC and other concerned local authorities at the time of granting the No Objection Certificates, permission for development and sanctioning the said plans or thereafter and shall, before handing over possession of  the said Flat to the Flat Purchaser/s, obtain  from the concerned local authority occupation and/or completion certificates in respect of the said / wing / Building in which the said Flat is located or of the said Flat as the case may be.

4.1 The Developers have availed construction finance facility/ loan from Aditya Birla Housing Finance Limited (“ABHFL”- “Lender”) in respect of Tanishq Residency (“Project”) and the Project including all properties/flats/units of the Project have been charged / mortgaged in favour of the Lender and any sale consideration in respect of the flats/units in the Project shall be deposited by such Purchaser directly in the Escrow Account bearing no. **57500000884656** with HDFC Bank”

5. The Promoters hereby agree to observe, perform and comply with all the terms, conditions,  stipulations  and restrictions,  if  any, which may have been imposed  by   S.R.A., MSRTC and other concerned local authorities at the time of granting the No Objection Certificates, permission for development and sanctioning the said plans or thereafter and shall, before handing over possession of  the said Flat to the Flat Purchaser/s, obtain  from the concerned local authority occupation and/or completion certificates in respect of the said / wing / Building in which the said Flat is located or of the said Flat as the case may be.

5.1 Time is of essence for the Promoters as well as the Flat Purchaser/s. The Promoters shall abide by the time schedule for handing over the said Flat to the Flat Purchaser/s and the common areas to the said Society. Similarly, the Flat Purchaser/s shall make timely payments of the installment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the Promoters simultaneously complying with their obligations.

6. The Promoters hereby declare that in view of the fact that the redevelopment of the said Property is under the provisions of modified Development Control Regulations No. 33(10) and Appendix III of the Development Control and Promotion Regulations.2034 At present the Floor Space Index available in respect of the said Property as per LOI dated 1.8.2019 is 5.376 available in the redevelopment of the said Property is as per revised LOI dated 1.8.2019 and that no part of the floor space index of the said Property has been utilized by the Promoters elsewhere for any purpose whatsoever. The Promoters have disclosed the Floor Space Index as proposed to be utilized by them on the said Land in the said Project and the Flat Purchaser/s has/ have agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared Floor Space Index shall belong only to the Promoters.

7. Without prejudice to the right of the Promoters to change interest in terms of Clause 6 above, if the Flat  Purchaser/s  commit/s default in payment on due dates of any amounts due and payable by the Flat Purchaser/s  to  the Promoters under this Agreement (including his/her/their/its proportionate share of taxes  levied  by concerned local authority and  other  outgoings)  [the time for payment of each said amount is of the essence of the contract] and on the Flat Purchaser/s committing three defaults of payment of installments the Promoters shall be entitled at their own option to terminate this agreement and thereupon this Agreement shall come to an end and all the obligations of the Promoters and the rights of the Flat Purchaser/s shall stand extinguished.

8.1 PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchaser/s  fifteen  days prior  notice  in  writing  by Registered Post at the address provided by the Flat Purchaser/s and mail at the e-mail address provided by the Flat Purchaser/s of her 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 and default shall have been made by the Flat Purchaser/s in remedying such breach or all breaches if there are more than one within 15 (fifteen) days after the  receipt of such notice by the Flat Purchaser/s.

8.2 PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoters shall refund to the Flat Purchaser/s (subject to the adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) the installments of sale price of the Flat  which may  till then have been paid by the Flat Purchaser/s to the Promoters but the Promoters shall not be liable to pay to  the Flat Purchaser/s any interest on the amount so refunded or any other amount whatsoever and upon termination of this agreement and refund of the aforesaid amount by the Promoters, the Promoters, shall be at liberty  and be entitled to dispose of by sale or otherwise the said Flat to such person and at such price or consideration and on such condition as the Promoters in their absolute discretion thinks fit and the Flat Purchaser/s shall not be entitled and hereby undertake/s not to dispute the same or raise any claim against the Promoters or the new flat purchaser or other acquirer or occupant of the Flat or against the said Flat or the disposal thereof or otherwise.

9. The fixtures, fittings and amenities to be provided by the Promoters in the said Flat and the said Building in which the said Flat is located are those that are set out in **ANNEXURE “I”** annexed hereto.

10. The Promoters shall give possession of the said Flat to the Flat Purchaser/s on or before 31.12.2024 PROVIDED HOWEVER that all the amounts that may be or become due and payable by the Flat Purchaser/s to the Promoters or the Co-operative Society to be formed by the purchasers and allottees of flats and premises in the new building under this Agreement or otherwise have been duly paid by the Flat Purchaser/s to the Promoters or the Co-operative Society.

11. If the Promoters fails or neglects to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond their control and/or of their agents, by the aforesaid date then the Promoters shall be liable within 30 (thirty) days of the date of demand in writing by the Flat Purchaser/s to refund to the Flat Purchaser/s the amounts already received by them in respect  of the  Flat with interest at the same rate as may be mentioned in Clause 6 from the date the Promoters received the same till the date the amounts and interest thereon are  repaid.

PROVIDED HOWEVER that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat, if the completion of building in which the Flat is to be situated is delayed on account of -

1. Non-availability of steel, cement, other building material, water or electric supply;
2. War, civil commotion or act of God;
3. Any notice, order, rule, notification of the Government and/or other public or competent authority;
4. Any strike, lock out, bandh or other like cause.

12. The Promoters, upon obtaining the Occupation Certificate from the S.R.A. and the payment made by the Flat Purchaser/s as per the agreement shall offer in writing the possession of the said Flat to the Flat Purchaser/s in terms of this Agreement to be taken within 1 month from the date of issue of such notice and the Promoters shall give possession of the said Flat to the Flat Purchaser/s. The Promoters agree and undertake to indemnify the Flat Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Flat Purchaser/s agree/s to pay the maintenance charges as determined by the Promoters or the Co-operative Housing Society of the purchasers and allottees of flats and premises in the said Building, as the case may be. The Promoters on their behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving Occupation Certificate of the said Building.

13. The Flat Purchaser/s shall take possession of the Flat within 15 days of the Promoters giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation. Upon receiving such written intimation from the Promoters, the Flat Purchaser/s shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation and, the Promoters shall give possession of the said Flat to the Flat Purchaser/s. In case the Flat Purchaser/s fail/s to take possession within the time prescribed herein, such Flat Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

Provided  that if within a period of  five years from the date of handing over possession of the said Flat to the Flat Purchaser/s, the Flat Purchaser/s bring/s to the notice of the Promoters any defect in the Flat or the building in which  the Flat is situated or any defects on account of workmanship, quality or provisions of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Flat Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change in the manner as provided under RERA.

14. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used for the purpose of residence and for no other purpose whatsoever. He/She/They/It shall use the garage or parking space or permit the same to be used only for purpose of keeping or parking the Flat Purchaser’s/s’ own vehicle and for no other purpose whatsoever. Likewise the Flat Purchaser/s shall keep the open terraces and the open spaces on the said property unbuilt upon and open to sky and shall not construct any structure or shed or otherwise howsoever thereon. It is hereby also expressly agreed and understood that the car parking spaces in mechanical puzzle car parking system in the compound or open space (covered/ uncovered/ stack/ mechanized) sold, allotted or reserved by the Promoters in favour of any flat purchaser or allottee shall be available for the exclusive use of such flat purchaser or allottee and his successors in interest in respect of his/her/its/ their flat and the other flat purchasers or allottees of flats or premises in the said Building or in the development and construction carried out on the said Property shall not object to such exclusive use of the car parking space by the flat purchaser or his successor in interest in whose favour such sale, allotment or reservation is made by the Promoters.

15. The Flat Purchaser/s along with other purchasers and allottees of flats and premises in the wing “C” of the said Building to be constructed on the said Property shall join the said society and the Flat Purchaser/s shall from time to time sign and execute the application for registration and/or membership and other papers and documents as necessary. And for sake of convenience and for independent maintenance, and / or looking after affairs of society the Flat Purchaser/s along with other purchasers and allottees of flats and premises of the wing “A” and “B” of the said Building to be constructed on the said Property shall join in forming and registering the Co-operative Society to be known by such name as may be decided by the Promoters and for this purpose the Flat Purchaser/s shall 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 Co-operative Society and for becoming  a member/s, including the bye-laws of the proposed Co-operative Society and duly  fill in, sign and return to the Promoters within 7 (seven) days  of the  same  being forwarded  by the Promoters to the  Flat Purchaser/s,  so  as  to enable  the Promoters to  register the Co-operative Society of the flat purchasers without delay. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

16. Commencing 15 days after notice in writing is given by the Promoters to the Flat Purchaser/s that the Flat is ready for use and occupation, the said Flat shall be at the Flat Purchaser’s/s’ risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire, riot etc., and that the Flat Purchaser/s shall be liable to bear  and pay the proportionate share (i.e. bearing the same proportion as the floor area of the said Flat bears to the aggregate floor area of all the flats) or as may be relatable to the said Flat of the outgoings in respect of  the said  Property  and the said Building namely  local  taxes, revenue and N. A. Assessment, betterment charges or such other levies, under any head whatsoever by the concerned local authority and/or Government, water charges, insurance,  common  lights, sweepers, garden, common antenna/cable, repairs and salaries of clerks, bill collectors, chowkidars, and all other expenses necessary and incidental  to the management and  maintenance of the said  Property and the building.

17. The Flat Purchaser/s further agree/s that the Flat Purchaser/s shall pay to the Promoters a sum of Rs. 19,200/- being the amount equal to twelve months provisional monthly contribution at the rate of Rs. 05/- per month towards  the  outgoings, and the Promoters shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance, if any, out of the amounts so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters until the Lease Deed is executed in favour of the said New Milind Nagar Co-operative Society Ltd. and/or other society to be form by the allottees of “A” and “B” wing as aforesaid. On such Lease Deed being executed, the aforesaid balance (less deductions provided for in this Agreement) shall be paid over by the Promoters to the respective wing-vise Co-operative Housing Societies. After the said amount of advance provisional monthly contribution is exhausted the Flat Purchaser/s undertake/s to pay to the Promoters provisional monthly contribution and such proportionate share of the outgoings regularly on or before the 5th day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever.

18. The Flat Purchaser/s shall on or before delivery of possession of the said Flat keep deposited  with  the Promoters the following amounts:-

|  |  |  |
| --- | --- | --- |
| (i) | Rs. 550/- | For share money, application, entrance fee of the Co-operative Society; |
| (ii) | Rs. 10,000/- | Towards cost for formation and registration of the Co-operative Society; |
| (iii) | Rs. 5,000/- | Water Meter Deposit and Connection |
| (iv) | Rs. 10,000/- | Electricity Meter Deposit and Charges; |
| (v) | Rs. \_\_\_\_\_\_\_\_\_/- | Development Charges; |
| (vi) | Rs. 8,000/- | Legal Charges. |
| (vii) | Rs. 11,000/- | Miscellaneous Charges |
| (viii) | Rs. \_\_\_\_\_\_\_/- | Maintenance Charges |
| (ix) | Rs. \_\_\_\_\_\_\_\_/- | GST Charges |
|  | Rs. \_\_\_\_\_\_\_\_/- | Total |

19. The Promoters shall utilise the sum of **Rs. \_\_\_\_\_\_\_\_\_\_/-** paid by the Flat Purchaser/s to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, preparing its rules, regulations and bye-laws and the cost of  preparing  and  engrossing  this Agreement and the Deed of conveyance.

20. All the stamp duty and registration charges and other levies whatsoever of and incidental to this Agreement including service tax, value added tax, goods and services tax and other taxes of a like nature and whether now payable/chargeable or hereafter to become payable or chargeable or charged including any additional stamp duty, penalty, registration charges shall be exclusively borne and paid by the Flat Purchaser/s. At the time of entering into this Agreement the Flat Purchaser/s shall pay the stamp duty and registration charges payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise at or before the execution and registration of the Deed of Lease and other necessary assurances to be executed in pursuance hereof in accordance with provisions of Maharashtra Slum ICR Act or otherwise or of any document or instrument of transfer in respect of the said Property and the said Building to be executed in favour of the Co-operative Society pay to the Promoters his/her/their share of stamp duty and registration charges, if any payable by the Flat Purchaser/s thereon.

21. The Promoters hereby represent and warrant to the Flat Purchaser/s as follows:-

(a) The Owners have a clear and marketable title and Right to develop the Plot and the Promoters have the requisite rights to carry out development upon the Plot and also has actual, physical and legal possession of the Plot for the implementation of the project;

(b) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the said Building, the S.R.A. will be issuing its Occupation Certificate/s in respect thereof;

(c)There are no encumbrances upon the Plot or the project;

(d) There are no litigations pending before any Court of Law with respect to the Plot except suit file in the Hon’ble Co-operative Court at Mumbai under Case No. CC/ii/105 of 2015.Wherein no reliefs are granted.

(e) All approvals, licenses and permits issued by the competent authorities with respect to the project, the Plot and the said Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoters have been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Plot, the said Building and common areas;

(f) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser/s created herein, may prejudicially be affected;

(g) The Promoters have 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 Plot, the project or the said Flat, which will, in any manner, affect the rights of the Flat Purchaser/s under this Agreement;

(h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Flat Purchaser/s in the manner contemplated in this Agreement;

(i) The Promoters will be handing over the lawful, vacant, peaceful, physical possession of the common areas of the said Building to the purchasers and allottees of the flats in the said Building;

(j) The Promoters have fully paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, statutory impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the project to the competent authorities;

(k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said Property have been received or served upon the Promoters in respect of the said Property and/or the project.

(l) The Developers hereby disclose and clarify to the purchasers that there is deficiency in open space as well as parking spaces. The SRA/Corporation has condoned the deficiency in parking space as well as the Open space upon payment of premium/ compensation/ penalty. The Developers have also undertaken to the Corporation that they shall not object for the development of the neighboring property in the event of anybody on behalf of the neighboring property make an application of their development for condoning the deficiency in open space between their building and the said property described in the Schedule hereunder written.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said flat or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters till completion of the said project in accordance with the terms of the said Development agreement dated 26.03.2013.

23. The developer has informed the purchaser-s and the purchaser/s is / are aware that: -

1. In accordance with the IOA Planand CC sanctioned by S.R.A., the developer has already commenced construction of the building.
2. Developer may amalgamate the present scheme with other scheme or may acquire any of the adjoining plots and amalgamate the said property including the said plot with any of the adjoining plot.
3. Though in accordance with the IOA issued by S.R.A. and the plan sanctioned at present developer is entitled to utilize full FSI of the Plot, Fungible FSI and Incentive FSI accordingly, at present the building plan will consist of stilt, ground and upto 15 habitable floors, however upon purchase of TDR and payment of premium for fungible area, additional area will be approved.
4. The developer may in their absolute discretion
5. Submit revised – plan
6. Obtain revised permissions including IOA and C.C

 wing wise/floor wise;

1. Shift RG and / or other reservations and / or its

 Modifications in the same layout;

1. Entitled to amend or modify the building plans and the developer are entitled to consume additional FSI/TDR etc. that may be permitted to be utilized on the said property;
2. Construct three or more wings on the said property;
3. The developer shall be entitled to consume any additional FSI/TDR that may be available in respect of the said property in accordance with the said development control regulation or policy of state Governments or S.R.A.
4. The developer are entitled to amalgamate the said property with any of the adjoining properties at any time and utilize F.S.I. in respect thereof either by construction additional and / or by constructing new building/s on the said property and the purchaser/s hereby grants their irrevocable consent to the same.
5. The developer or its nominees or transferees shall be entitled to put up and display any logo, board, hoarding or other display material on the external walls of the sale building/s or on the terrace there of, and/or on the said plot or any party thereof and said logo, board, hoarding or other display material may be illuminated or comprising of neon-sign and for that purpose the developer are fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the sale building or on the said plot, as the case may be and the purchaser/s agrees not to object or dispute the same. The purchaser/s herein and the society or limited company or association shall not do anything whereby either publicity value of such logo board or hoarding site or the transmission or functioning of such transmission towers shall he impaired or prejudicially affected.
6. The developer shall be entitled to put up and grant permission for display and permit to the erection of transmission towers and accompanying paraphernalia for working of cellular phones and like facilities.
7. The society / limited company / association, that may be formed by the purchaser/s of the premises in the building shall not charge from the developer or its nomine/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding, etc. for the purpose mentioned hereinabove.

(j) The Developer have made provision of car parking space in Puzzle parking as mentioned hereinabove, as per approved Plan the Developer at their discretion allot car parking to the allottees for which no other allottee or anybody can object for the same.

(k) The developer will be in charge to maintain and administer common areas amenities and facilities of the said property till completion of entire development of the said property or adjoining property / ies.

24. The Flat Purchaser/s himself/herself/ itself/ themselves  with intention to bind all persons into whomsoever hands the  Flat may come, doth/ do and each of them doth hereby covenant with the Promoters as follows:-

* 1. To maintain the Flat at the Flat Purchaser’s/s’ own cost in good tenantable repair and condition from the date commencing a week after notice is given by the Promoters that the Flat is ready for occupation and use or from the date possession of the Flat is taken and  shall not  do or suffer to be done anything in  or  to the building in  which  the  Flat  is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or  any other authority or change/alter  or  make addition  in or to the building in which the  Flat is situated  and  the Flat  itself  or any  part thereof.
	2. Not  to store in the Flat or on the open terrace or on the open space on the said Property 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  is situated or storing of which goods is objected  to by the concerned local or other authority  and shall not  carry or cause to  be carried  heavy packages on upper floors which may  damage  or are likely  to damage the staircases, common passages or any other structure of the building in which  the Flat is situated, including entrances  of  the building in which the Flat is situated and in case any damage is caused to the building in which  the Flat is situated or the Flat on account  of negligence or default of the Flat  Purchaser/s in this behalf, the Flat Purchaser/s shall  be  liable for the consequences of the breach and shall be liable to make good all and any such damage thereby caused.
	3. To carry at his/ her/their/its own cost all internal repairs to the said Flat in good workmanlike manner and maintain the Flat in the  same condition, state  and  order  in  which  it  was delivered or offered for delivery by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done anything in or to  the  building in  which the  Flat  is situated or the Flat which may be in contravention of the rules, regulations  and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority as well as to the flat purchasers and acquirers of other flats in the said Building to be constructed on the said property.
	4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in  which  the Flat is situated  and  shall  keep  the portion, sewers, drains pipes in the Flat and appurtenances thereto in  good tenantable repair and condition, and  in particular,  so as to support shelter and protect the other parts of the building in which the  Flat is situated and shall not chisel or in any other manner  damage the columns, beams, walls, slabs  or RCC, Pardis or other structural members  in  the Flat without the prior written permission of  the Promoters and/or the Co-operative Society.
	5. Not to erect any temporary or permanent or other structure on any part of the open terrace of the said Flat or on any part of the open space on the said Property.
	6. Not to use the open spaces of the layout of the said Property for any purpose other than the purpose that is permissible.
	7. Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said Property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
	8. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the Flat is situated.
	9. Pay to the Promoters within 8 (eight) days of demand by the Promoters, his/her share of security deposit demanded by concerned   local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
	10. To bear and pay increase in all outgoings including 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 Flat by the Flat Purchaser/s viz. user for any purposes other than for residential purpose or user PROVIDED HOWEVER that nothing contained herein shall be deemed or construed as an authority or permission to the Flat Purchaser/s to change the user of the Flat and further that such payment shall not be deemed or construed as a waiver or condonation on the part of the Promoters or the Co-operative Society as the case may be of such unauthorized change of user.
	11. The   Flat Purchaser/s shall not let, sub-let, transfer, assign  or part  with Flat  Purchaser’s/ s’ interest  or benefit factor of this Agreement  or part with the possession of the Flat or any portion thereof until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid up.
	12. The Flat Purchaser/s shall duly abide by, observe and perform all the rules, regulations and bye-laws which the Co-operative 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 property and the said building and the flats and premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public  bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with and subject to the terms of this Agreement.
	13. Till the Deed of conveyance of the said Property and the building in which Flat is situated is executed the Flat Purchaser/s shall permit the Promoters and their architects, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and building and the said Flat or any part thereof to view and examine the state and conditions thereof.
	14. The Purchasers hereby give their free irrevocable consent permission and authority to the Developers for further developing the said property and/or allotting car parking spaces and/or the rights thereto or to granting rights for any purpose to any person/s of its choice, in the said building and land.
	15. The Purchasers agree and declare that they are aware of the undertaking furnished by the Developers to the SRA and further agree and undertake that the same is binding upon the Purchasers. The purchasers shall not complain about the deficiency in parking space and compulsory open space in any manner whatsoever. The purchasers also agree not to object for the neighboring property or anybody on their behalf approaches the Corporation for development by applying for condonation of deficiency in open space and this agreement is to be treated as irrevocable consent of the Purchasers.
	16. Number of flats constructed will be more and therefore parking space could not be allotted to each flat Purchaser and the Purchaser herein also agreed and declared that the Purchaser is not require and will not demand or claim any parking space from the Developers in future.

25. It is hereby expressly agreed by and between the Promoters and the Flat Purchaser/s and all persons claiming under him/her/it/them that:-

* + - * 1. The Promoters shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night as well as full, free and complete right to store building material on any portion of the said Property for the purpose of carrying on construction of the said Building as well as for the purpose of constructing additional floors or additional structures on the said Property for consuming the unconsumed F. A. R. (F. S. I.) of the said Property and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment of other amenities and service facilities for full and proper use and enjoyment of the said Property and/or the neighboring lands or properties that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoters and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said property as well as of the buildings and structures constructed or to be constructed on such neighboring lands or property or properties under, over or along the said internal roads or on any portion of the said Property.
				2. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Promoters of all the flats and other premises in the building/all the buildings to be constructed on the said Property or on the said Property, the power and authority of the Co-operative Society so formed or of the Flat Purchaser/s or the purchasers of other flats and other premises in the said building/s and on the said property shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said buildings, construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have full and absolute authority and control as regards the unsold flats in the building or other premises on the said Property and the disposal thereof. The Promoters shall be liable to pay only the Municipal Taxes at actual in respect of the unsold flats and other premises and a token sum of Rs. 11/- (Rupees Eleven) per month towards outgoings in respect of the unsold flats.
				3. If at any time after the execution of this Agreement any development and/or betterment charges or other levies are charged, levied or ought to be recovered by the Corporation, Government and/or any other public body or authority in respect of the said property and/or the said building in which the said Flat is located then the same shall be borne and paid by all the purchasers in proportion to the areas of their respective flats.
				4. If for any reason prior to the completion of the said building and the receipt by the Promoters of the total consideration money receivable by them, Lease or appropriate documents shall be executed by MSRTC and Developer in favour of said society and/or society to be form by allottees of “A” and “B” wing the Promoters shall have the right to construct and complete the said Building and to dispose off the unsold flats and/or the other portions of the said Property and/or to receive the consideration money even though Lease Deed is executed in favour of the Co-operative Society. Adequate provisions for the above shall be made in the Lease Deed.
				5. The Flat Purchaser/s shall permit the Promoters and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

26. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Flat Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings, and legal charges and shall utilise the amounts only forthepurposes for which they have been received.

27. After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Flat 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 affect the right and interest of the Flat Purchaser/s who has/have taken or agreed to take such Flat. Subject to what is stated hereinabove, the Promoters shall be entitled to take any loan from any Bank, Financial Institution or lender on the security of any part or portion of the said Property save and except the said Flat by mortgaging or creating a charge on such part or portion of the said Property excluding the said Flat or in any other manner.

28. Forwarding this Agreement to the Flat Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Flat Purchaser/s until, firstly, the Flat Purchaser/s sign/s and deliver/s 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 Flat Purchaser/s and secondly, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Flat Purchaser/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Flat Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Flat Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Flat Purchaser/s, application of the Flat Purchaser/s shall be treated as cancelled and all sums deposited by the Flat Purchaser/s in connection therewith including the booking amount shall be returned to the Flat Purchaser/s without any interest or compensation whatsoever.

29. The developer may at its discretion and option, enter into agreement with any person/company/ agency for regular maintenance of the common areas, and facilities on long term basis even after formation of society / limited company / association shall be bound by the said contract.

30. The purchaser/s shall be liable to pay to the developer their share of legal expenses including stamp duty and registration charges, if any, payable on the deed of transfer of the said plot and building/s being constructed on the said plot, in favour of the society/limited Company/ association. The purchaser will pay the same as and when called upon by the developer.

31. In pursuance of the provisions of the said Scheme and as basis for sale of the said premises by the Developers to them, the Purchaser/s hereby grants his irrevocable consent to –

1. The Developers developing said property to the extent permissible in one or more Phases respectively hereinbefore mentioned including by availing of any additional construction that may become permissible on account of area utilized in staircase, lift way, or road set back/ widening or consequent on transfer of any benefit of construction relating to any other land transferred to said property within time limit specified herein and selling premises in said building on ownership or on any other basis to persons of their choice and realizing and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s herein and/or the acquirers of other premises in the said building and/or the Co-operative Society having any right to object to the same or lay any claim to any part of the sale proceeds thereof,
2. the Developers dealing with, disposing of, selling or transferring any part of the benefit of construction hereafter to become available to any other person/s and/or obtaining transfer of development rights presently available on any other property to the said land in any manner as it may think proper, and upon obtaining such transfer to avail of and consume the benefit of such development rights on the building proposed to be constructed on the said land.
3. The Developers altering, modifying, amending or revising the building plans once sanctioned by the appropriate authorities and the elevation and/or layout thereof, and/or submitting fresh proposals to effectuate the provisions hereof but without prejudicially affecting the said premises agreed to be sold to the Purchasers herein in its area, location or price, and
4. The Developers letting out on leave and licence or tenancy or lease basis any of the premises in the said building to persons of its choice subject to payment of periodical rent/ compensation; if the Developers so chooses, then to get itself or its nominees enrolled as members of the said Society,
5. The Purchaser/s hereby give their free irrevocable consent permission and authority to the Developers further developing the said property and / or allotting car parking spaces and/or the rights thereto or to granting rights for any purpose not objected to by the local authority, to any person/s of its choice, in the said building and land.

32. The name of the said building shall be **“TANISHQ RESIDENCY”**, and the Purchaser herein or the other acquirers of premises in the said building or the Society shall not change the same.

33. 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

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

35. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent flat purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

36. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or 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 RERA or MOFA 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.

Wherever in this Agreement it is stipulated that the Flat Purchaser/s have to make any payment, in common with other flat purchasers in the Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the Project.

37. The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters’ Office, or at some other place, which may be mutually agreed between the Promoters and the Flat Purchaser/s, in Mumbai. After the Agreement is duly executed by the Flat Purchaser/s and the Promoters 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 been executed at Mumbai.

38. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

39. The Flat Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Indian Registration Act, 1908 and lodge the same for registration and communicate to the Promoters the Registration Office where and the serial number under which the same have been lodged for registration and thereupon the Promoters will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoters is to attend at the Registry/Sub-Registry and admit execution of the document.

40. All notices to be served on the Flat Purchaser/s or the Promoters as contemplated by this Agreement shall be deemed to have  been duly served if sent to the Flat Purchaser/s or the Promoters, by Registered Post A.D. and notified email id /Under Certificate  of Posting at their address specified below -

Name/s. **Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notified Email Id:

Messrs. PRATHMESH DEVELOPERS

Address: The Palms, Chittaranjan Nagar Vidya CHS, C-102, 1st

 Floor, Chittaranjan Nagar, Rajawadi Ghatkopar

 (East),Mumbai – 400 077

Notified Email Id: ceo@tanishqbuilders.com

41. It shall be the duty of the Flat Purchaser/s and the Promoters 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 Promoters or the Flat Purchaser/s, as the case may be. In the case of joint flat purchasers, all communications shall be sent by the Promoters to the name appearing first and at the address given by him/ her/ it, which shall for all intents and purposes be considered as properly served on all the Flat Purchaser/s.

42. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations there under.

43. The purchaser/s hereby declares that he/she/they is / are aware of the introduction and provisions of sec. 194-IA of the income Tax Act 1961, the purchaser/s is/are liable to deduct 1% of the consideration amount paid by way of tax deducted at source. The purchaser/s hereby declares, agrees and undertakes that the tax so deducted shall immediately be deposited with the Government treasury by the prescribed modes of payment and thereafter issue TDS certificate within the prescribed time limit. In the event of the purchaser/s failure to deduct and pay the tax as aforesaid, the purchasers alone will be liable to pay the interest and /or penalty as also for the prosecution, if any as per the provisions of the income tax Act 1961. The purchaser/s will indemnify and keep indemnified saved defended and harmless the developer in that behalf. The purchaser/s do hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds, documents, forms etc. as may be required by the developer to claim the benefits of the TDS or otherwise.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND DELIVERED THESE PRESENTS AT MUMBAI THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT PIECES AND PARCEL OF land admeasuring 2217.5 square metres, bearing CTS No. 636 (part), of Village Kurla II, Near Premier Company Gate No.6, Kurla Car Shed Road, Kurla (West), Mumbai – 400 070 and bounded as follows:

NORTH :- M S R T C Depot

SOUTH :- Kurla car shed road.

EAST :- Milind Nagar.

WEST :- Premier Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**:

**A residential premiseS in tANISHQ rESIDENSY** being **Flat no.\_\_\_\_ ‘C’ Wing** admeasuring **29.80 sq. mtrs., i.e. 320 sq. ft.** of RERAcarpet area on the **\_\_\_\_** Floor of the building known as “**TANISHQ RESIDENCY**” to be constructed on the property more particularly described in the First Schedule hereinabove, and the said flat premises shown onplan (with red color boundary lines thereon) annexed hereto and marked as **“ANNEXURE G”**.

**SIGNED AND DELIVERED BY THE WITHINHNAMED DEVELOPERS M/S. PRATHMESH DEVELOPERS**

|  |  |  |
| --- | --- | --- |
| **Name and Signature** | **Photo** | **L H T I** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**MR. MANISH D. PATEL**, PartnerM/s. Prathmesh Developers |  |  |

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHINHNAMED ALLOTTEES

|  |  |  |
| --- | --- | --- |
| **Name and Signature** | **Photo** | **L H T I** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****MR. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |  |  |

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECEIPT**

RECEIVED OF AND FROM the Purchasers, **Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only)** towards part payment cum earnest money in respect of subject matter of the agreement as per the following particulars:

**Sr. No. Date Cheq. No. Drawn on Amount Rs.**

 WE SAY RECEIVED

 FOR PRATHMESH DEVELOPERS

 **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

 Partner

**WITNESSES**:

1.

2.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Dated this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 2022**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**M/S. PRATHMESH DEVELOPERS**

 **BETWEEN**

 **1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **AGREEMENT FOR SALE**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**