

AGREEMENT FOR SALE OF FLAT

THIS ARTICLE OF AGREEMENT made, entered, and executed on this 31st day of January 2025 at: Ambernath, Taluka Ambernath, Dist- Thane.

BY AND BETWEEN

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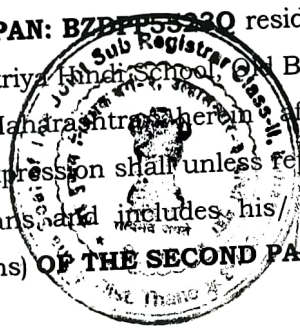
M/s. SPG BUILDERS & DEVELOPERS through its partner **MR. PRAMODKUMAR R. CHAUBEY** Age 55 years, having office at: 201, Second Floor, Royal Jewels Co-Op. Hsg. Soc. Ltd., Plot No. 19, Near Railway Station, Opp. Hotel Shibu Palace, Ambernath (East), Taluka: Ambernath, Dist Thane., herein after called and referred to as **'THE DEVELOPERS / BUILDERS'** (which expression shall unless repugnant to the context or meaning thereof means and includes the partners and all its members, executors, administrators and assigns) **OF THE FIRST PART**

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AND

MR. AJAY SHIVRAY PUJARI Age 28 Years, Indian Inhabitant, Occupation - Service, **PAN: DVPPP1560R**

SMT. SABAMMA SHIVRAY PUJARI Age 51 Years, Indian Inhabitant, Occupation - Housewife, **PAN: BZBPP55230** residing at: Room No. 133, Kanta Prasad Chawl, Rastriya Hindi School, Bhendipada Ambernath (West), Dist. Thane, Maharashtra herein after called as **'THE PURCHASERS'** (which expression shall unless repugnant to the context or meaning thereof means and includes his/ her heirs, executors, administrators and assigns) **OF THE SECOND PART**



AND WHEREAS

WHEREAS by an Agreement of Redevelopment dated 17th December, 2021 AND Power of Attorney dated 17th December, 2021 executed between **Susiddhi Co-operative Housing Society Limited**, Ambernath (Hereinafter referred to as "The Original Owner") of the one part and **M/S. SPG Builders & Developers**, a partnership firm through its partners, Mr. Pramodkumar R. Chaubey and Mr. Gyandhar P. Mishra, the Promoter of the Other Part (hereinafter referred to as "The Developer/Builder"), the Original owner granted to the Promoter development rights to all the piece and parcel of property known and described as existing building **"SUSIDDHI CO-**

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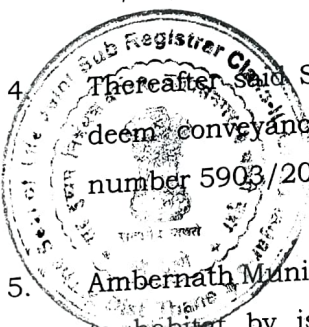


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OPERATIVE HOUSING SOCIETY LIMITED", being very much old, poorly maintained and in dilapidated condition, having Ground + three upper floors and situated on the non-agricultural land, lying, being and situated at Village: Vadavali, Ambernath (East), Taluka Ambernath, District Thane, bearing C.T.S. No. 8981, Plot No. 21 and within the District Thane, Registration Sub-District Ulhasnagar-3, within the limits of the Ambernath Municipal Council (hereinafter called and referred to as the "Said Property"), and more particularly described in the Schedule-1 hereunder written having total area admeasuring about **479.93 Sq. Mtrs.** or there about more particularly described in the **SCHEDULE-I** therein (hereinafter referred to as "The project land/said property") and to construct thereon building/s in accordance with the terms and conditions contained in the Redevelopment Agreement.

1. The said property owned and possessed by Shri Sudhakar Dattatrey Kulkarni.
2. Then said Sudhakar Dattatrey Kulkarni transferred the development rights to develop the said plot No. 21, to M/s. Ashirwad Enterprises through its partner 1) Shri. Dnyanesh Shashikumar Raje 2) Dilip Prabhakar Kudalkar 3) Shri Manish Madhusudhan Pradhan by executing Development agreement and Power of attorney dated 27/02/1990
3. Thereafter said to M/s Ashirwad Enterprises developed the said property, constructed multi storey building, and sold / allotted the flats in the said building to the respective purchasers, who then formed Susiddhi Co- Operative Housing Society Ltd. Bearing Registration No: TNA/ ULR/ HSG/(TC)/ 15849/2004-2005/Year 2004 dated 14/09/2004.
4. Thereafter said Susiddhi Co-operative Housing Society Ltd. executed deed conveyance registration dated 02/09/2020 vide registration number 5903/2020

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5. Ambernath Municipal Council has declared the said building dangerous to habitat by issuing notices bearing outward No. ANP/NRV/20-



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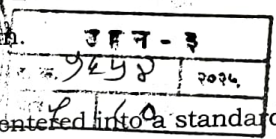
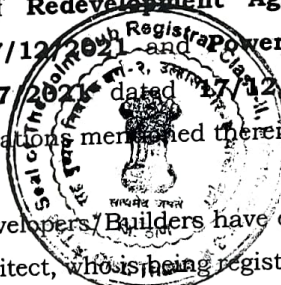
21/92/67 dated 26/05/2020, ANP/NRV/20-21/514/34 dated 25/09/2020 & ANP/NRV/21-22/241/76 dated 04/06/2021, and ordered the vacant the same.

6. PROVIDED further that with this reference the Chairman, Secretary & Treasurer of the society has approached to the Assistant Registrar of Co-Operative Societies of Ambarnath & brought to the knowledge of the Assistant Registrar of Co-operative Housing Society of that the building is in dilapidated condition and need to redevelop and notice has been issued by A.M.C. to society & with the said Reference the office of the Assistant Registrar of Co-operative Housing Society appointed their

officer to attend the Special General Body meeting of the said Susiddhi Co-operative Housing Society Ltd, which was held on dated **07/03/2021 at 03:00 PM** AND WHEREAS in the said meeting, **members** present in the meeting, jointly agreed for redevelopment of the said building. They have decided to **appoint M/s SPG Builders & Developers office at 201, Second Floor, Royal Jewels CHS Ltd., Plot no. 19, Opp. Shibu Palace Hotel, Near Ambarnath Railway Station, Ambarnath (E)**, as the Developers & which is approved by the authority of society registrar & hence they handed over the permission for Re-Development of the said building on dated **12/03/2021**, vide their **Outward no: S.N/ Ambarnath/B-2/Susiddhi/ Redevelopment/no objection /2093/year 2021.**

7. And therefore, Susiddhi Co-Operative Housing Society Limited, Ambarnath has given the entire piece of land, including Ground plus three upper floors of the building for redevelopment to the Promoter herein, i.e. M/s. SPG BUILDERS & DEVELOPERS, a partnership firm, by registered deed of **Redevelopment Agreement** bearing No. **18516/2021** dated **17/12/2021** and registration No. **18517/2021** dated **12/2021** on terms and conditions and considerations mentioned therein.

8. AND WHEREAS the Developers/Builders have entered into a standard agreement with its Architect, who is being registered with the council of Architects and such agreement is as per the Agreement prescribed by



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the council of Architects and the Developers/builders has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the Developers/builders have accepted the professional supervision of Architects and the R.C.C. Engineers, till the completion of the building.

9. And whereas the plan submitted by **M/s. SPG BUILDERS & DEVELOPERS** got sanctioned and got issued Appendix D-1 (commencement certificate) bearing **outward No. ANP/NRV/BP/2021-22/1161/9250/126 Dated 31-12-2021** from Ambarnath Municipal Council for construction of multi storey building **i.e. Lower Stilt (for parking) + Seven upper floors**, as per sanctioned plan on various occasions in present and future (**Copy Annexed and marked as "D" in the list of Annexure listed in this Agreement**).

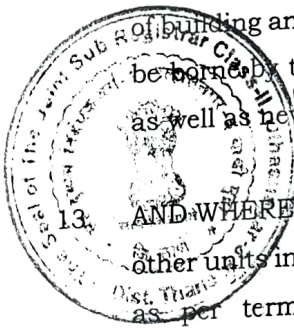
10. AND WHEREAS in pursuance to the sanctioned plan and permission and subject to the terms, conditions, stipulations and compliances laid down by the said local authority which is to be performed by the builders/developers, the builders herein have become entitled to commence work of construction of the said project/building as shown on the plan annexed hereto.

11. AND WHEREAS Promoter made payment for N.A. upto 2019-2020 (**Copy Annexed and marked as "F" in the list of Annexure listed in this Agreement**).

12. AND WHEREAS By virtue of the Agreement of Redevelopment dated 17/12/2021 hereinbefore recited, developer has full right to get the plans re-sanctioned, amended, revised, or revalidated till the completion

of building and the expenses for such amendments or revalidation shall be borne by the Developers. This condition is binding with old owners as well as new purchasers.

13. AND WHEREAS the Developers have offered to sell the various flats and other units in the said proposed building that is now under construction as per terms and condition agreed in redevelopment agreement



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executed between Susiddhi Co-operative Housing Society Ltd. and present Developer.

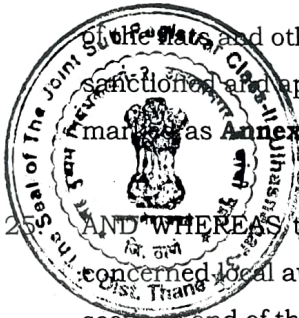
14. By virtue of the said Agreement for Redevelopment hereinbefore recited, the Promoters alone have the sole and exclusive right to develop the "entire land" and use F.S.I./TDR/Premium/incentive/ancillaries related to the said property.
15. AND WHEREAS the purchaser on coming to know that various flats and other units are offered for sale expressed his/ her desire to purchase and applied to the developers for allotment/or acquire on ownership basis, **Flat bearing No. 404 on the Fourth Floor** in Building with all the amenities fittings as mentioned and more particularly described in the **SECOND SCHEDULE** (Amenities and Specifications) herein under written.
16. AND WHEREAS the carpet area of the said **Flat is 30.81 square meters** and "carpet area" means the net usable floor area of Flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat.
17. AND WHEREAS the promoter is in possession of the project land; entitled to and enjoy upon to construct building on the project land in accordance with the recitals hereinabove;
18. AND WHEREAS the Purchaser is offered a **Flat bearing number 404 on the Fourth floor**, (herein after referred to as the said "Flat") in the building (herein after referred to as the said "Building") being constructed in the said project, by the promoter;
19. AND WHEREAS the promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai **bearing No P51700033615** (Authenticated copy is Annexed herewith and marked as **Annexure 'E'**);



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20. AND WHEREAS the promoter has appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.
21. AND WHEREAS by virtue of the Development Agreement/Power of Attorney the promoter has sole and exclusive right to sell the flats and other units in the said building to be constructed by the promoter on the project land and to enter into Agreement/s with the purchaser/s of the flats and other units to receive the sale consideration in respect thereof;
22. AND WHEREAS on demand from the purchaser, the promoter has given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoter's Architects M/S. MAHESH JAGTAP & ASSOCIATES and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;
23. AND WHEREAS the authenticated copies of certificate of Title issued by the attorney at law or advocate of the promoter, authenticated copies of property card or 7/12 extract or any other relevant record showing the nature of the title of the promoter to the project land on which the flats and other units are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
24. AND WHEREAS the authenticated copies of the plans and specifications of the flats and other units agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "C"**



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AND WHEREAS the promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals

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from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

26. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
27. AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.
28. AND WHEREAS, the promoter has completed construction work of the building and has obtained an **Appendix 'H' Completion Certificate** from the competent authority, Ambernath Municipal Council, bearing No. **AMC/NRV/2024-25/555** dated **02/07/2024** copy annexed and given in the list of Annexure listed in this Agreement, marked as **Annexure A** hereto.
29. AND WHEREAS Promoter has annexed hereto copies of following necessary documents:



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Sr. No.	Particulars	Annexure
1.	7/12 Extract/ Property Card and Title Certificate	A & B
2.	Floor plan of the said Flat	C
3.	Appendix D-1 (Commencement Certificate)	D
4.	Authenticated copy of Registration Certificate issued by MahaRERA for the property.	E
5.	Authenticated copy latest paid N.A. receipt	F
6.	Appendix 'H' Completion Certificate	G

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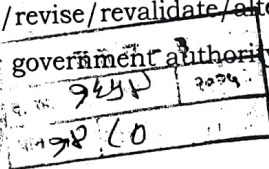
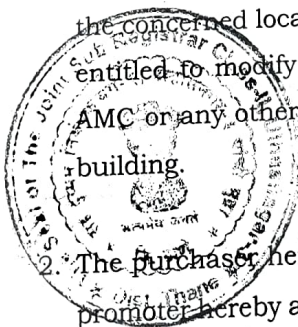
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30. AND WHEREAS, the Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
31. AND WHEREAS, prior to the execution of these presents the purchaser has paid to the promoter a sum of **Rs. 2,10,280/- (Rupees Two Lakh Ten Thousand Two Hundred Eighty Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the promoter to the purchaser as advance payment or application fee (the payment and receipt whereof the promoter hereby admit and acknowledge both).
32. AND WHEREAS, under section 13 of the said Act the promoter is required to execute a written Agreement for sale of said Flat with the purchaser, being in fact these presents and also to register said agreement under the registration Act, 1908.
33. 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 purchaser hereby agrees to purchase the Flat and the garage/covered parking (if applicable)

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

1. The promoter shall construct the said building consisting of **Lower Stilt (for parking) + Seven upper floors** on the project land in accordance with the plans, designs and specification as approved by the concerned local authority from time to time however Promoter are entitled to modify/revise/revalidate/alter/ the plans as required by AMC or any other government authority up to the completion of the building.



2. The purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the purchaser **Flat No. 404** of carpet

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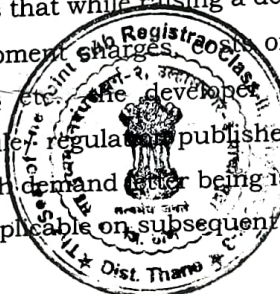
area admeasuring **30.81 sq. meters** on **Fourth Floor** in the building (hereinafter referred to as "the Flat") as shown in the floor plan thereof hereto annexed for the consideration of **Rs. 27,10,280/- (Rupees Twenty Seven Lakh Ten Thousand Two Hundred Eighty Only)**

3. The purchaser has paid on or before execution of this agreement a sum of **Rs. 2,10,280/- (Rupees Two Lakh Ten Thousand Two Hundred Eighty Only)**, as part payment of sale consideration as on the date of this Agreement. The Promoter has completed all work and obtained completion certificate. The purchaser is eligible for full payment of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)** after the execution of this agreement.

4. The Total price above **excludes** taxes (consisting of tax paid or payable by the Developer by way of Goods & Service Tax (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 Developer), in effect as on date of this agreement. Any new Tax/levy introduced by Central or State Government or local authorities or any other competent authorities may be payable by the purchaser as and when it is demanded/due for payment.

5. 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges or levies imposed by the competent authorities etc. the developer shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with demand letter being issued to the purchaser, which shall only be applicable on subsequent payments.

6. The developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the purchaser by



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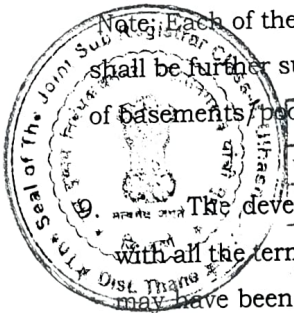
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discounting such early payments @..nil..% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to purchaser by the Developer.

7. The developer shall confirm the final carpet area that has been allotted to the purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for any carpet area shall be recalculated upon confirmation by the developer. If there is any reduction in the carpet area within the defined limit then developer shall refund the excess money paid by purchaser within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the purchaser. If there is any increase in the carpet area allotted to purchaser, the developer shall demand additional amount from the purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

8. The 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 developer may in its sole discretion deem fit and the purchaser undertakes not to object/demand/direct the developer to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub-clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.



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The developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the purchaser, obtain from the

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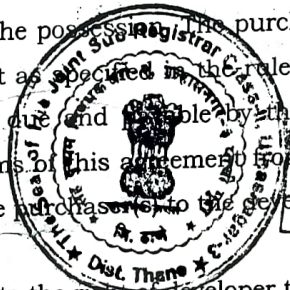
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concerned local authority occupancy and/or completion certificates in respect of the Flat.

10. Time is essence for the developer as well as the purchaser. The developer shall abide by the time schedule for completing the project and handing over the [flats and other units] to the purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the 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(b) herein above. ("Payment plan").

11. The developer hereby declares that the floor space index available as on date in respect of the project land is **479.93 Square meters** only and developer has planned to utilize space index of **1305.746 Square meters** by availing of TDR or FSI or ancillaries available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project.

12. If the developer fails to abide by the time schedule for completing the project and handing over the [flats and other units] to the purchaser, the developer agrees to the purchaser, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession. The purchaser agrees to pay to the developer, interest as specified in the rule, on all the delayed payment which become due (and payable) by the purchaser to the developer under the terms of this agreement from the date of the said amount is payable by the purchaser to the developer.



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13. Without prejudice to the right of developer to charge interest in terms of sub clause 4.1 above, on the purchaser to the developer

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