

THIS ARTICLE OF AGREEMENT is made and entered into at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, BETWEEN **M/S. SUPREME CONSTRUCTION AND DEVELOPERS PVT. LTD, (PAN : AAJCS4777J)** a Company incorporated and registered under the provisions of Companies Act, 1956, having its Registered Office at 8/A4, Basant Park, R. C. Marg, Chembur, Mumbai - 400 071, hereinafter called DEVELOPERS (which expression shall unless repugnant to the context or meaning thereof mean and include the present Directors, their survivor or survivors of them, their respective heirs, executors, and administrators) of the FIRST PART and Mr./Miss./Mrs./M/s. \_\_\_\_\_ of Indian Inhabitant/s, residing at \_\_\_\_\_ hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, and administrators) of the SECOND PART.

WHEREAS by various Registered Deeds of Conveyances executed by and between (1) Smt. Kanta Ramsharan Bhalla, (2) Smt. Suman Narendrakumar Bhalla, (3) Smt. Neelam Kamal kumar Bhalla, (4) Smt. Meera Ravikumar Bhalla, (5) Mr. Narendra kumar Ramsharan Bhalla, (6) Mr. Kamal kumar Ramsharan Bhalla and (7) Mr. Ravi kumar Ramsharan Bhalla, therein referred to as the Vendors of the One Part and the Developers herein, therein referred to as the Purchasers of the other part, the abovenamed Vendors had sold, transferred and conveyed all their right, title and interest in the properties bearing Survey Nos. 55/5(A)1, 55/5(A)2, 56+57(2)(2), 56+57/3, 61/3A, 61/3B, 65/1(2), 65/1(3), and 66/3 all situate, lying and being at Village Rohinjan, Taluka: Panvel, District: Raigad and as more particularly described in the Schedule hereunder written to the Developers/Promoters, and the Developers have purchased the said properties on the terms, conditions, covenants and for the consideration as more particularly mentioned therein.

AND WHEREAS prior to execution of the said Registered Deeds of Conveyance, the abovenamed Original Owners have put the Developers in actual use, occupation, physical possession and enjoyment of the aforesaid properties described in the Schedule hereunder written.

AND WHEREAS prior to executing Deeds of Conveyance, requisite permissions under the provisions of Bombay Tenancy and Agricultural Land Act were obtained from the Collector, Alibag bearing No. Land/K-1/4663/2010 thereby permitting the Original owners for sell, transfer and conveyance of all their right, title and interest in various plots of land bearing Survey Nos. 55/5(A)1, 55/5(A)2, 56+57(2)(2), 56+57/3, 61/3A, 61/3B, 65/1(2), 65/1(3), and 66/3 all situate, lying and being at Village: Rohinjan, Taluka Panvel, District Raigad to the Developers abovenamed on the terms and conditions, which are more particularly mentioned therein.

AND WHEREAS upon grant of permission for sale and registration of the aforesaid Deeds of Conveyance, the Developers abovenamed after making application to the concerned revenue authorities, the properties described in the Schedule hereunder written were transferred in the record maintained by the Revenue Authorities in the name of the Developers abovenamed. Copies of the 7/12 Extracts of all the aforesaid properties are annexed hereto and marked as **ANNEXURE "C"**.

AND WHEREAS after 7/12 Extracts were issued by the Revenue Authorities, Developers have made an application to the concerned authorities for permitting them to use said agricultural plots of land for non-agricultural purpose and by an order dated 29<sup>th</sup> July 2010 bearing No. MS/LNA-1(b)/SR-58/2010 passed by the Collector Raigad at Alibag, the Developers were allowed to use said agricultural plots of land to non-agricultural plots of land on the terms and conditions, which are more particularly

mentioned in the said N.A. Order. Copies of the said N.A. Orders alongwith Commencement Certificate are annexed hereto and marked as **ANNEXURE "D"(Colly)**.

AND WHEREAS the Government of Maharashtra has sanctioned the Regional Plan for Mumbai Metropolitan Region vide Notification No. TPS-1297/1094/CR-116/97/UD-12 dated 23<sup>rd</sup> September 1999.

AND WHEREAS by a Notice issued by the Government of Maharashtra on 20<sup>th</sup> August 2008 bearing No. TPS-1208/MMR/CR-389/08/UD-12, the Government of Maharashtra has formulated the Housing Policy for the State of Maharashtra and the main object of the said housing policy is to provide affordable houses for poor on rental basis.

AND WHEREAS as per the Development Control Rules as well as said Regional Plan did not contain the provisions of Rental Housing prior to year 2008.

AND WHEREAS Mumbai Metropolitan Region Development Authority (MMRDA) has formulated a proposal to built Rental houses under different models within Mumbai Metropolitan Region (MMR) and in view thereof, Mumbai Metropolitan Region Development Authority (MMRDA) has requested the Government to carryout required modifications in Development Control Regulations and to appoint Mumbai Metropolitan Region Development Authority (MMRDA) as Project Implementing Agency for all rental housing projects undertaken by Mumbai Metropolitan Region by constructing or procuring constructed self contained dwelling units of 160 sq. feet carpet area each.

AND WHEREAS as per the request made by Mumbai Metropolitan Region Development Authority (MMRDA) in order to increase the housing stocks by constructing or procuring maximum rental housing units in Mumbai Metropolitan Region and to make available housing units of 160 sq. feet carpet area at a reasonable rent, the Government of Maharashtra had prepared and modified the Development Control Regulations and permitted the rental housing scheme by exercising the powers conferred under Sub-Section 3 of Section 20 of the said Act.

AND WHEREAS by a Government Order bearing No. TPB-4308-972/CR-170/2008/UD-II dated 6<sup>th</sup> August 2008, in exercise of the powers contained in Section 37 (1) of the Maharashtra Regional Town Planning Act, 1966, the Government of Maharashtra was pleased to issue directions to MCGM as well as to the Navi Mumbai Municipal Corporation for modification and to add new Regulation No. 33(23A) and 33 (23 B) of the Development Control Regulations about the construction of rental houses on unencumbered land vested with Mumbai Metropolitan Region Development Authority (MMRDA).

AND WHEREAS by passing the said order, the Government of Maharashtra has also regulated a scheme for construction of rental houses.

AND WHEREAS the Developers through their Architects had made an application to Mumbai Metropolitan Region Development Authority (MMRDA) for carrying out the development of the properties described in the Schedule hereunder written under Rental Housing Scheme as promalgamated by the State Government.

AND WHEREAS the Purchaser/s is/are aware that the Developers are carrying out the development of the properties described in the Schedule hereunder written under MMRDA's Rental Housing Initiative and under said MMRDA's Rental Housing Initiative, the Developers are required to construct 25% of the total sanctioned FSI of the properties described in the Schedule hereunder written, which is equivalent to 25% of total sanctioned FSI by constructing premises free of costs and to hand over the same to MMRDA free of costs and the Purchaser/s will not be entitled to object and prevent the Developers from handing over possession of the said premises to MMRDA under Rental Housing Initiative and conveying that portion of the land free of costs to MMRDA.

AND WHEREAS the Promoters/Developers through its Partners (1) Mr. Lalit S. Tekchandani and (2) Mrs. Kajol L. Tekchandani had made an application on 11<sup>th</sup> January 2011 to the District Inspector of Land Record for amalgamation of the properties bearing (1) Survey No. 55, Hissa No.5A(1), (2) Survey No.56+57, Hissa No.2(2), (3) Survey No. 56+57, Hissa No.3, (4) Survey No. 61, Hissa No.2, (5) Survey No. 61, Hissa No.3B, (6) Survey No. 64, Hissa No.1, (7) Survey No. 64, Hissa No.4, (8) Survey No. 65, Hissa No.1, (9) Survey No. 65, Hissa No.1A, (10), Survey No. 65, Hissa No. 1B, (11) Survey No. 65, Hissa No.23 and (12) Survey No. 66, Hissa No.3.

AND WHEREAS after conducting an enquiry and upon verification of the documents and records, the Deputy Director of Land Record, Panvel by its letter dated 19<sup>th</sup> January 2011 had submitted his Report and after conducting necessary enquiry on 26<sup>th</sup> September 2011 due to compliance of the Amalgamation Order, an order was passed whereby properties bearing (1) Survey No. 61, Hissa No,2, (2) Survey No. 61, Hissa No.3A, (3) Survey No. 61, HissaNo.3B, (4) Survey No. 64, Hissa No.1, (5) Survey No. 64, Hissa No.4, (6) Survey No. 65, Hissa No.1A, (7) Survey No. 65, Hissa No.1B, (8) Survey No. 65, Hissa No.1C, (9) Survey No. 65, Hissa No.23 and (10) Survey No. 66, Hissa No.3 were ordered to be amalgamated by giving one survey number being plot bearing Survey No. 61, Hissa No.1 totally admeasuring about 3 Hector, 92 Gunthas with Assessment at Rs. 67.66 by passing an Order dated 26<sup>th</sup> October 2011 bearing No. Land Record-1/Amalgamation/Rohinjan/S.R-35/S. No.55/Panvel/2011

AND WHEREAS in view of the passing of the said Amalgamation Order of the aforesaid properties are mutated into one property bearing Survey No. 61, Hissa No.2.

AND WHEREAS the remaining properties bearing (1) Survey No. 55, Hissa No. 5A1, (2) Survey No. 55, Hissa No.5A2, (3) Survey No. 56+57, Hissa No.3 and (4) Survey No. 56+57, Hissa No.2/2 are remained as it is and continued to remain with the earlier Revenue Record.

AND WHEREAS the Purchaser/s is/are also aware that the remaining balance FSI, which is sanctioned by MMRDA under said Rental Housing Initiative will be available for sale to the Developers and the Developers will be entitled to sell the said constructed premises on such terms and conditions as the Developers may deem fit and proper.

AND WHEREAS the Purchaser/s hereby agree and confirm that he/she//they have taken inspection of the said sanctioned plans wherein the area, which is required to be given free of costs to MMRDA has been specifically shown, while area, which will be available for development and construction work to the Developers is clearly demarcated. The Developers will be carrying out the development and construction work on the properties described in the Schedule hereunder written in phasewise manner.

AND WHEREAS the Developers have represented to the Purchaser/s that the State Government is in the process of changing norms and policies with regard to providing Rental Houses free of cost to MMRDA under Rental Housing Initiative and the State Government may permit change of location of the eligibility of plots as well as clubbing of plots for the purpose of constructing and providing Rental Houses. In the event of any such changes in the Rental Housing Policy for eligibility of plots & clubbing of plots is pramalgamated by the State Government then in that event for betterment of the project if Developers/Promoters exercise their right and option of eligibility of plots & clubbing of plots for the purpose of providing free houses under Rental Housing Initiative to MMRDA, in that event, the Purchaser/s will not be entitled to object and/or prevent the Developers from putting up additional structures/additional buildings on such portion of the said plots, which will be available for development in lieu of Developers/Promoters provide said free of cost houses to MMRDA for the 25% of the total area of the plots as required to be provided to MMRDA under Rental Housing Initiative but will be provided on other plot due to eligibility & clubbing of the said plot permitted by the State Government.

AND WHEREAS the Developers have represented to the Purchaser/s that as per the policy, which is likely to be amended by MMRDA, authorities concerned may permit the Developers to club all the properties for carrying out development under Rental Housing Initiative and in view therefore the Developers may be able to provide free Rental Housing Components on other properties, which are clubbed with the properties

described in the Schedule hereunder written whereupon the Developers will be entitled to utilize FSI of the said properties.

AND WHEREAS, the Purchaser/s hereby agree/s and confirm/s that in the event of any such modification in the Rental Housing Initiative is implemented by the State Government through MMRDA, which will naturally enhance the value of the said properties and in that event it will be beneficial to the Purchaser/s.

AND WHEREAS the Purchaser/s hereby grant/s unconditional consent and absolute authority to the Developers to club the properties described in the Schedule hereunder written with other properties and also to utilize balance FSI, which will be available on clubbing of the said properties.

AND WHEREAS the Purchaser/s hereby agree and confirm that the Developers have accordingly determined the FSI, which will be available to them from the said properties described in the Schedule hereunder written under MMRDA's Rental Housing Initiative sanctioned by the State Government and all other Initiatives which will be made available to the Developers and the Purchaser/s will not be entitled to raise any claim and demand and also will not be entitled to terminate these presents.

AND WHEREAS the Developers have obtained the requisite following permissions for carrying out the development work on the properties described in the Schedule hereunder written: -

- (a) Location Clearance from the MMRDA bearing No. MMRDA/REN/HSG/RHS/8010/58 dated 29<sup>th</sup> March 2010 and the Developers thereafter applied to MMRDA for extension of validity period of Location Clearance, which has been granted by MMRDA from time to time by extending the validity period of the Location Clearance for carrying out development of said properties described in the schedule hereunder written under Rental Housing Initiative Scheme of MMRDA.
- (b) Permission from the Civil Aviation bearing No. BT-1/NOCC/CS/M110/NM/1011 dated 11<sup>th</sup> August 2010.
- (c) Layout Plan, Permission for Change of user from agricultural to non-agricultural and Commencement Certificate bearing MS/LNA1(b)/SR58/2010 dated 29<sup>th</sup> July 2010 sanctioned/issued by the Collector, Raigad at Alibag with regard to construction 10 buildings.
- (d) Amalgamation Order from the Collector, Alibag bearing No. Sr.No/City Survey/Amalgamation/Rohinjan/2015/SR-35/S.No. 55/Panvel/2011 dated 25<sup>th</sup> October 2011.
- (e) Permissions from the Chief Fire Officer for carrying out the construction of multi storeyed building bearing No. 08/MFS dated 22<sup>nd</sup> March 2011.

The original of the aforesaid documents are shown to the Purchaser/s by taking inspection in the office of the Developers/Developers and the Purchaser/s is/are satisfied with the said documents and permissions given to the Developers/Promoters to carry out development of the properties described in the Schedule hereunder written. The Xerox copies of the said documents shall be made available on demand after payment of necessary charges and subject to advance notice.

AND WHEREAS after aforesaid preparatory arrangement was made, the Developers have engaged the service of M/s. Dimension Architect Pvt. Ltd as the Architects, for municipal sanction and other supervisory works etc. and M/s Shrikande Consultants Pvt. Ltd, R.C.C. Consultants for preparation of structural, drawings, designs, plans etc.

AND WHEREAS the plans prepared by M/s. Dimension Architect Pvt. Ltd were submitted to the Collector Raigad at Alibag for granting sanctions/permissions to carry out the development and construction of the properties described in the Schedule hereunder written and the Collector Raigad at Alibag have accordingly approved and sanctioned said plans by issuing Commencement Certificate bearing No. MS/LND1 (b)/SR-58/2010 dated 29<sup>th</sup> July 2010. The copies of the said documents are shown to the Purchaser/s & he/she/they will be available for inspection in the office of Developers, subject to advance notice.

AND WHEREAS, in view of issue of said Layout Plan, Amalgamation Order and Commencement Certificate issued by the Collector, Raigad at Alibag the Developers have commenced the development work and construction of the buildings on the said properties described in the Schedule hereunder written.

AND WHEREAS, the Developers abovenamed have given full, free and complete inspection of the originals of the aforesaid documents alongwith relevant documents relating to the said properties including Mutation Entries including the copy of the original Layout Plan, Amalgamation Orders, Location Clearance Orders and Commencement Certificate, as above, as also the sanctioned plans and other consequential drawings, designs, specifications, and documents to the Purchaser/s and that the Purchaser/s is/are fully satisfied about the same and the Purchaser have no grievance of whatsoever nature against the Developers/ Builder in respect of said documents provided for inspection and the Purchaser/s is/are aware of guidelines issued by the State Government and is satisfied about the correctness of the representation made by the Developers. The originals of the said Location Clearance, Amalgamation Orders and sanctioned plans etc. have been retained by the Developers abovenamed in their office at the address mentioned above.

AND WHEREAS the Developers abovenamedare carrying on the development of a Project known as HEXCITY. The Developers in the said Project are constructing various buildings, which are more particularly shown in the layout plan as per the Rental Housing Initiative sanctioned by MMRDA or by the Office of the Collector, Alibag at Raigad. The Developers in the said sanctioned layout plan are accordingly constructing building known as \_\_\_\_\_ in the said HEXCITY Projectand have started selling and/or disposing of the residential flats, commercial premises and other units in the development of the said properties under the provisions of Maharashtra Ownership Flats Act, 1963, and the Rules framed thereunder from time to time.

AND WHEREAS, the Developers have obtained from M/s. Deepak Chitnis-Chiparikar & Co, Advocates, Title Certificates dated 8<sup>th</sup> March 2010 and 24<sup>th</sup> January 2013, wherein they have certified that the title of M/s. Supreme Construction and Developers Pvt. Ltd of the properties described in the Schedule hereunder written, is clear, marketable and free from all encumbrances and reasonable doubts. The Copies of the said Title Certificates dated 8<sup>th</sup> March 2010 and 24<sup>th</sup> January 2013 issued by M/s. Deepak Chitnis-Chiparikar & Co, Advocates are hereto annexed and marked as **ANNEXURE "E" (Colly)**.

AND WHEREAS the Purchaser/s hereby declare/s and confirm/s that he/she/they has/have entered into this Agreement, after reading and having understood the contents of all the aforesaid deeds, documents, writings and papers, and after full and complete disclosure having been made by the Developers to the Purchaser/s and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by MMRDA/Collector Raigad at Alibagand all other concerned Government bodies and authorities, and also subject to the Promoters/ Developers right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilise, consume and exploit the entire balance and additional Floor Space Index (hereinafter referred to as F.S.I.) available on the said properties, as also the entire Transferable Development Rights (hereinafter referred to as "T.D.R.") as may be permissible under the law.

AND WHEREAS the Purchaser/s hereby agree and confirm that the Developers have complied with all the provisions of Maharashtra Ownership Flat Act as well as the Rules framed thereunder subject to the provisions of MMRDA's Rental Housing Initiative and that the Purchaser/s hereby indemnify and keep indemnified the Developers that they will not be entitled to claim any objections, claims or action whatsoever against the Developers for carrying out the development and construction work of the said properties under MMRDA's Rental Housing Initiative.

AND WHEREAS the Purchaser/s hereby agree and confirm that since Developers are carrying out the development work under MMRDA's Rental Housing Scheme, regular provisions of Maharashtra Ownership Flat Act and the rules framed thereunder will not be substantially applicable to this Agreement and in view of the obligations imposed on the Developers under said MMRDA's Rental Housing Initiative.

AND WHEREAS the Purchaser/s hereby agree and confirm that he/they shall grant necessary co-operation and full assistance to the Developers for enabling the Developers to comply with and fulfill the obligations, which are imposed on them by MMRDA's Rental Housing Initiative.

AND WHEREAS the Purchaser/s hereby agree/s and confirm/s that the Developers/Promoters have presently designed and got sanctioned said Rental Housing Initiative only on the plots of land, which are more particularly described in the Schedule hereunder written and the Developers/Promoters are in the process of purchasing and acquiring additional properties situated adjacent to the said properties and after acquisition of the said properties, the Developers/Purchasers will also be entitled to extend said Rental Housing Scheme to the said adjoining plots of land or under such other scheme as may be permitted/sanctioned or promulgated by the State Government through MMRDA from time to time.

AND WHEREAS the Purchaser/s hereby agree/s and confirm/s that he/she/they has/have been put to full notice and knowledge of the Developers/Promoters acquiring and purchasing adjoining properties and thereafter amalgamating and/or jointly developing the same under Rental Housing Scheme and/or under such other schemes as may be sanctioned and approved by the State Government or by any other concerned authorities from time to time and the Purchaser/s hereby grant/s his/her/their unconditional and irrevocable consent in favour of the Developers/Promoters for the aforesaid.

AND WHEREAS the Purchaser/s hereby agree and confirm that he/she/they have/has taken the full, free and complete inspection of the plans of the proposed buildings to be constructed by the Developers on the properties described in the Schedule hereunder written.

AND WHEREAS the Developers hereby represent to the Purchaser/s that the Developers are carrying out the said development in phasewise manner and the Developers have not finalized the said development of the remaining properties, which will be developed and constructed under the subsequent phases. The Developers may construct Hospitals, School, Colleges, Residential Buildings, Hotel, Service Apartments,

Hypermarket and all other commercial cum residential buildings as may be approved and sanctioned by MMRDA and/or by the Collector, Raigad at Alibag.

AND WHEREAS the Purchaser/s hereby agree/s and confirm/s that he/she/they has/have full notice and knowledge of the future development, which will be undertaken by the Developers in the remaining properties belonging to the Developers, which were situated adjacent to the properties in which said buildings have been constructed by the Developers. The Purchaser/s hereby agree/s and confirm/s that he/she/they has/have no right and shall not be entitled to obstruct and prevent the Developers from putting up said construction of the aforesaid Hospitals, School, Colleges, Residential Buildings, Hotel, Service Apartments, Hypermarket etc., as mentioned above. The Purchaser/s hereby agree/s and confirm/s that the Developers have not made any commitment to the Purchaser/s to provide the aforesaid developments and that the Developers are not agreed and bound to provide any such construction or development of Hospital, School, Colleges etc., in the remaining properties belonging to the Developers and it is at the discretion of the Developers to construct any of the said structures.

AND WHEREAS the Purchaser/s hereby agree/s and confirm/s that he/she/they has/have taken the inspection of the layout plans as well as the inspection of the buildings, which will be constructed on the other side of the 24 Meter Wide Regional Plan Road being part and parcel of the properties described in the Schedule hereunder written and that the Purchaser/s hereby further agree and confirm that they/he/she have/has hereby given absolute, irrevocable & unconditional consent, full power and authority to the Developers to carryout the construction of the building as per the Commencement Certificate being issued by the Collector, Raigad at Alibag.

AND WHEREAS the Purchaser/s hereby agree and confirm that they/he/she have/has given the said irrevocable unconditional consent with full notice and knowledge of the said buildings being constructed on the portion of the said plot of lands, situated adjoining to 24 meter wide R.P Road and that no further consent is required to be granted by the Purchaser/s under the provisions of Maharashtra Ownership Flat Act..

AND WHEREAS the Purchaser/s hereby further agree/s, confirm/s and undertake/s to the Developers that upon execution of these presents, the Purchaser/s, his/her/their heirs, legal representatives, nominee/s, assignee/s or any other persons claiming through the Purchaser/s, shall not make any demand and/or claim or initiate any proceedings of whatsoever nature against the Developers or their nominees, who will be carrying out the construction and development work on the said adjoining plot of land and grant full co-operation and necessary assistance to the Developers to carry out the said work.

AND WHEREAS the Purchaser/s hereby further agree/s and confirm/s that he/she/they will not obstruct and/or prevent and/or restrain the Developers, their assignee or nominee or any persons claiming through the Developers from carrying out the development and construction of the building on the properties described in the Schedule hereunder written.

AND WHEREAS the Developers have agreed to sell and the Purchaser/s has/have agreed to purchase from the Developers a Flat bearing No. \_\_\_\_\_ situate on the \_\_\_\_\_ Floor of the Building known as \_\_\_\_\_ constructed in the HEXCITY Project which is consisting of Flat area admeasuring \_\_\_\_\_ sq. feet (carpet area) and balcony, dry balcony, flower beds, attached terraces, admeasuring \_\_\_\_\_ sq. feet (carpet area) totally admeasuring \_\_\_\_\_ sq. feet (carpet area) situated on the plots of land bearing Survey No. 55/5(A)1, 55/5(A)2, 56+57(2)(2), 56+57/3, and 61/1 situated at Village Rohinjan, TalukaPanvel, Dist. Raigad. The total price of the said flat is for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). The carpet area mentioned hereinbefore means and includes area representing the dimensions from brick to brick of each walls including the areas of the balconies, toilets, internal passages in the flats.

AND WHEREAS the Purchaser/s has/have agreed to purchase and the Developers have accordingly agreed to sell said Flat bearing No. \_\_\_\_\_ for a total price of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) shall be payable by the Purchaser/s which amount shall be payable by the Purchaser/s in the manner as more particularly described and mentioned below and which is also mentioned in the Payment Schedule and upon the terms and conditions and in the manner hereinafter appearing:

**NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

1. The Developers confirm that the statements, declarations and representations made by the Developers in the foregoing recitals are true to their own knowledge and are made by the Developers conscientiously believing the same to be true and knowing fully well that relying upon the aforesaid statements, declarations and representations made by them to be true and correct, the Purchaser/s has/have agreed to purchase said flat, on the terms and conditions detailed in this Agreement. The aforesaid recitals shall be treated as forming an integral part of the operative portion of this Agreement and shall be read, understood and construed accordingly.

2. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963, and the Maharashtra Ownership Flat Rules 1964 or any amendment therein or reenactment thereof for the time being in force or any other provisions of law applicable from time to time.

3. The Developers/Promoters shall under said Rental Housing Scheme sanctioned by MMRDA construct a Building known as \_\_\_\_\_ situate in the Project known as 'HEXCITY' on the properties described in the Schedule hereunder written as per the location clearance, layout plan, commencement certificate, designs and specifications sanctioned by the Collector at Alibag, Raigad and MMRDA and the same is inspected and approved by the Purchaser/s with such variations and modifications as the Promoters/Developers may find it necessary or as may be directed by MMRDA from time to time or by any other local public authority as may be appointed by MMRDA or by State Government to be made in any of the flat constructed by the Developers/Promoters. The Purchaser/s hereby grant unconditional and irrevocable consent for such variations and modifications.

4. **CONSIDERATION**

A. The Developers have agreed to sell and the Purchaser/s has/have agreed to purchase from the Developers a Flat bearing No. \_\_\_\_\_ situate on the \_\_\_\_\_ Floor of the Building known as \_\_\_\_\_ constructed in the HEXCITY Project which is consisting of Flat area admeasuring \_\_\_\_\_ sq. feet (carpet area) and balcony, dry balcony, flower beds, attached terraces, admeasuring \_\_\_\_\_ sq. feet (carpet area) totally admeasuring \_\_\_\_\_ sq. feet (carpet area) for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which the Purchaser/s has/have agreed to pay to the Developers in the following manner: -

**Payment Schedule**

Sr. No.	Particulars	%	Amount
1	On Application	2%	
2	On Allotment	8%	
3	On or before Completion of Plinth Work	6%	
4	On or before Completion of 1 <sup>st</sup> Slab	3%	
5	On or before Completion of 2 <sup>nd</sup> Slab	3%	
6	On or before Completion of 3 <sup>rd</sup> Slab	3%	
7	On or before Completion of 4 <sup>th</sup> Slab	3%	
8	On or before Completion of 5 <sup>th</sup> Slab	3%	
9	On or before Completion of 6 <sup>th</sup> Slab	3%	
10	On or before Completion of 7 <sup>th</sup> Slab	3%	
11	On or before Completion of 8 <sup>th</sup> Slab	3%	
12	On or before Completion of 9 <sup>th</sup> Slab	3%	
13	On or before Completion of 10 <sup>th</sup> Slab	3%	
14	On or before Completion of 11 <sup>th</sup> Slab	3%	
15	On or before Completion of 12 <sup>th</sup> Slab	3%	
16	On or before Completion of 13 <sup>th</sup> Slab	3%	
17	On or before Completion of 14 <sup>th</sup> Slab	3%	
18	On or before Completion of 15 <sup>th</sup> Slab	3%	
19	On or before Completion of 16 <sup>th</sup> Slab	3%	
20	On or before Completion of 17 <sup>th</sup> Slab	3%	
21	On or before Completion of 18 <sup>th</sup> Slab	3%	
22	On or before Completion of 19 <sup>th</sup> Slab	3%	
23	On or before Completion of 20 <sup>th</sup> Slab	3%	
24	On or before Completion of 21 <sup>st</sup> Slab	3%	
25	On or before Completion of 22 <sup>nd</sup> Slab	3%	
26	On or before Completion of 24 <sup>th</sup> Slab	1.5%	
27	On or before Completion of 26 <sup>th</sup> Slab	1.5%	
28	On or before Completion of 28 <sup>th</sup> Slab	1.5%	
29	On or before Completion of 30 <sup>th</sup> Slab	1.5%	
30	On or before Completion of 31 <sup>st</sup> Slab	1.5%	
31	On or before Completion of 32 <sup>nd</sup> Slab	1.5%	
32	On or before Completion of 33 <sup>rd</sup> Slab	1.5%	
33	On or before Completion of 34 <sup>th</sup> Slab	1.5%	
34	On or before Completion of Brick and Plaster Work	3%	
35	On possession	3%	
		100%	

- B. The Developers are carrying on the development and construction of the buildings in which 9 buildings consisting of Ground, Stilt, Podiums and 32 storeyed and one building consisting of Ground, Stilt, Podium and 40 storeyed or such storeyed as may be approved by the concerned authorities from time to time by utilizing the FSI of the said properties described in the Schedule hereunder written. The details of the entire consideration payable for purchase of the said flat is also mentioned in the payment Schedule.
- C. Under no circumstances, the possession of the said premises shall be given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s to the Developers are complied with by the Purchaser/s.

5. **COVENANTS OF PAYMENTS & TERMINATION**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they will make payment of amount mentioned in the installment on its due date as more particularly mentioned hereinabove and Payment Schedule.
- B. The Purchaser/s hereby agree/s and confirm/s to make payment of the said balance consideration in installments, the said balance consideration will be payable on the basis of the construction work carried out by the Developers. If the Purchaser/s fail/s and neglect/s to make payment of the balance consideration payable under this Agreement as more particularly mentioned in the payment Schedule, in that event the Developers shall issue a notice to the Purchaser/s calling upon the Purchaser/s to make payment of the amount then due as per the said installment mentioned in the payment Schedule. The Purchaser/s hereby agree/s and confirm/s that after receipt of the notice from the Developers intimating the Purchaser/s about the stage of construction work or about the construction work carried out in the manner as more particularly mentioned above, as per the payment Schedule the Purchaser/s will make payment of the said installment due/balance consideration within a period of 7 days from the date of receipt of the notice of intimation given by the Developers about the construction work carried out by the Developer as per the payment Schedule (the time being essence of the contract).
- C. The Purchaser/s hereby agree/s and confirm/s that after receipt of the said notice, which is sent by the Developers by courier/SMS/e-mail/Fax, the Purchaser/s shall immediately make payment of the said installment without committing any default (The time being the essence of the Contract).
- D. After completion of period of 7 days from the date of receipt of the notice, if Purchaser/s fail/s and neglect/s to make payment of the amount, which is due as per the installment as more particularly mentioned in the said notice, then the Developers will issue another notice to the Purchaser/s intimating to him that

within a further period of 7 days, if Purchaser/s did not make payment of the amount due as per the said installment mentioned in the Annexure "D" hereto, in that event, the Developers will be entitled to terminate above agreement and forfeit the E.M.D + 10% of the amount so paid by the Purchaser/s with the Developers as Administration charges alongwith vat, service tax, development charges, or any other dues paid by the Developers. The Developers shall only after Purchaser/s signing and executing a Deed of Cancellation pay the balance amount after deducting aforesaid 10% Administration charges. The Developers shall also be entitled to deduct service tax, vat, development charges and all other tax and amounts which the Developers are entitled to deduct on cancellation of the said agreement apart from aforesaid 10% Administration charges, which the Developers are entitled to deduct.

- E. After the Developers send a written intimation to the Purchaser/s demanding payment of the installment of the purchase price to be payable by the Purchaser/s within the period mentioned in such intimation, which intimation shall be sent to the Purchaser/s by the Developers by email, Fax, SMS or courier when the said amount/ installments falls due as per clause 4 above. It is expressly agreed by the Purchaser/s that the time for the payment of each of the aforesaid installment of the Purchase price as stated in the intimation to be sent to the Purchaser/s as mentioned hereinabove and in respect of all amounts payable under this presents, by the Purchaser/s to the Developers shall be the "essence of the contract".
- F. The Developers shall pay the balance amount payable to the Purchaser/s on termination of the Agreement after deducting Administration Charges, Service Tax, Vat and all other expenses as mentioned above, the said balance amount then received by the Developers from the Purchaser/s shall be payable only after Developers sell said flat to some third party and upon receiving the consideration from the said third party thereafter the Developers shall be liable to refund the balance amount to the Purchaser/s. The Developers shall not be liable to pay any interest on the said amount then payable on cancellation of the agreement. The Developer will be entitled immediately on the termination this Agreement to sell/dispose of the said premises in favour of any other party and at such price as the Developer may in their absolute discretion think fit and proper. The Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developer. The Purchaser also agrees that, sending of the said balance amount by cheque by the Developer to the Purchaser at the address given by the Purchaser under this presents, whether the Purchaser encashes the cheque or not, will amount to the refund of the amount so required to be refunded.
- G. Without prejudice to the above and the Developers' other rights, under this Agreement and/or in law, the Developers may at its own option accept from the

Purchaser/s payment of the defaulted installments. On the Purchaser/s payment of the defaulted installments alongwith interest on the defaulted installments at the rate of 21% per annum for the period during which the payment has been delayed.

- H. The Purchaser/s agree/s to pay total consideration amounts payable under the terms of this Agreement as and when they become due and payable further, the Developers are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts due on the respective due dates or events.
- I. It is hereby agreed and confirmed by and between the parties hereto that if Purchaser/s commit/s default in making payment of the amount due and payable under these presents and more particularly mentioned in the Schedule of the payment annexed hereto and after this agreement is terminated by the Developers, the Developers shall be entitled to sell said premises and only upon receipt of the consideration from the Purchaser/s thereafter Developers shall make payment of the amount then received from the Purchaser/s from the consideration received after selling said premises to third parties after deducting the amount which the Developers are entitled to deduct as more particularly mentioned hereinabove.
- J. The Purchaser/s hereby agree/s and confirm/s that in the event of the termination/cancellation of this agreement, the Developers shall not be liable to repay the amount paid by the Developers towards VAT, Service Tax, Brokerage and commission and all other such expenses made by the Developers to various authorities concerned and the said amount shall not be repayable by the Developers to the Purchasers however after deducting the said amount and as well as the administrative charges and other charges as mentioned above, the remaining balance amount shall be repaid by the Developers to the Purchasers.
- K. It is however agreed that upon termination of this agreement, all right, title and interest if any held by the Purchaser/s in the said flat shall automatically stand terminated and in view thereof the Developers will be entitled to sell and transfer said flat after completion of notice of termination. The Purchaser/s will only have a lien on the said flat with regard to the balance amount payable by the Developers to the Purchaser/s on termination of these presents after deducting the amount which the Developers are entitled to deduct. The Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said premises in any manner whatsoever and the Developers shall be entitled to deal and dispose of the said premises to any person or party as the Developers may desire at its absolute discretion.

6. **CANCELLATION**

- A. The Purchaser/s shall not have right to cancel this agreement however it is at the description of the Developers to agree for the request made by the Purchaser/s to cancel the above agreement, in that event, the Developers shall be entitled to deduct 10% Administration Charges of the amount so far paid of the said flat and all other amounts payable to various different authorities and Government Organization. The balance consideration shall be refunded by the Developers however the said balance consideration shall be payable by the Developers only after the Developers could able to sell the said flat and upon receiving the consideration from the said third party purchasers, the said balance consideration shall be paid by the Developers. The Developers shall also be entitled to deduct the brokerage charges, if any paid while selling said flat to the Purchaser/s. The said brokerage charges should be deducted while repaying the amount to the Purchaser/s.
- B. The Developers shall be entitled to calculate the service tax, vat, development charges, brokerage and all other amounts paid to various different organizations and institutions till the date of execution of the Deed of Cancellation of the said agreement. After execution of the Deed of Cancellation, it is at the discretion of the Developers to sell said flat to any persons whomsoever as the Developers may deem fit and proper and the Purchaser/s shall not be entitled to raise any such objection in that respect.
- C. The Purchaser/s hereby agree and confirm that upon execution of the Deed of Conveyance, the Purchaser/s shall not have any right, title and interest of whatsoever nature in the said flat or any part or portion thereof and that it will be at the discretion of the Developers to sell said flat to whomsoever as they may deem fit and proper.

7. **RESTRICTION ABOUT SALE OF FLAT AND RIGHT OF REFUSAL**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that the said properties are developed as per Rental Housing Initiative framed by the State of Maharashtra through MMRDA for providing affordable houses at reasonable rate. The Purchaser/s hereby agree/s and confirm/s that for a period of 2 years from the date of execution of these presents, the Purchaser/s shall not be entitled to sell, transfer and dispose of the said flat or any part or portion thereof to any third parties.
- B. The Purchaser/s hereby agree/s and confirm/s that in the event of the Purchaser/s desirous of selling said flat before taking possession of the said flat from the Developers, in that event, the Developers shall have a preemptive right to purchase the said flat at the price at which the Purchaser/s is/are desirous of selling said flat to third parties after completion of period of two years. The Purchaser/s hereby agree/s and confirm/s that in any event the Purchaser/s shall

not be permitted to sell said flat after a period of 2 years less price from the price at which the Developers are selling the flats in the said Project.

- C. The Purchaser/s hereby agree/s and confirm/s that the Developers have preemptive right to purchase the said flat which Purchaser/s has/have desired to sell in open market and in view thereof the Purchaser/s has/have agreed that the Purchaser/s shall first give notice to the Developers intimating to them of their intention to sell said flat at the price at which the Purchaser/s has/have agreed to sell it to outsiders.
- D. The Developers hereby agree and confirm that within a period of 4 weeks from the date of receipt of the notice, if Developers fail and neglect to exercise their option to purchase said flat, in that event, after completion of period of 1 month, the Purchaser/s shall be entitled to sell said flat in open market on such terms and conditions as the Purchaser/s may deem fit and proper. Only after NOC in writing is issued by the Developers to the Purchaser/s to sell said flat in open market then only Purchaser/s will be entitled to sell said flat to outsiders.

8. **CLEARANCE OF BANK LOAN ON CANCELLATION**

- A. If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the developer under this Agreement, seeks loans from financial institutions, banks or other institutions against the security of the said premises subject to the consent and approval of the Developers, then in the event of the Purchaser/s committing default of the payment of the installment of the consideration amount and in the event of the Developers exercising its right to terminate this agreement, the Purchaser/s hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such financial institution, banks etc., stating that the Purchaser/s has/have cleared the mortgage debt. On receipt of such letter from the financial institution, banks etc., on receipt of payment of entire mortgage amount with interest and penalty if any accrued thereon then the Purchaser/s shall be entitled to the refund of the amount so paid by him/her/them to the Developers towards the said premises after deduction as applicable. However, the Developers shall also be entitled to directly pay the amount payable to the financial institution., bank, their employer or other such institutions by the Purchaser/s from the amount standing to his/her/their credit with the Developers towards the said premises and (paid by him/her/them to the Developers towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. shall the Purchaser/s be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s with the Developers towards the said premises. Notwithstanding all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when

due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and further irrespective of the fact that the said loans are being under process and sanction awaited and/or rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has/have applied for loan to such financial institutions, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Developers shall be entitled to enforce its rights as mentioned in Clause 5. In case, there shall be deficit in this regard the Purchaser/s shall forthwith on demand pay to the Developers his/her/their proportionate share to make up such deficit.

9. **CAR PARKING**

- A. The Developers have represented to the Purchaser/s that open space around the building will not be sufficient for providing car parking space and with a view to provide car parking space, the Developers have provided podium parking and also agreed to carry out the concretization along open space area around the building.
- B. The Purchaser/s who will be applying to the Developers for allotment of the car parking space in the podium, have therefore agreed to pay necessary charges being the cost of construction of the podium as may be determined by the Developers. Similarly, the Purchaser/s will be applying for allotment of the car parking space in the compound and for allotment of the open car parking space have accordingly agreed to pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) being the cost of the said concretization of the open space area. The said concretization charges shall be determined by the Developers, the Purchaser/s has/have agreed to pay for allotment of the said car parking space.
- C. It is at the discretion of the Developers to allot said car parking space under the podium and the Purchaser/s shall not be entitled to challenge and/or raise any dispute with regard to the said allotment of the car parking space under podium due to heavy expenses incurred for construction of podium car parking space.
- D. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not carry out any construction work and put up any fabrications of steels, jallies and also will not block the access of other flat purchasers for reaching to their car parking space. The Purchaser/s will not be permitted to put any obstructions, barricade

and other portion of the said open car parking space and he/she/they will not use said car parking for any other purposes other than parking vehicle.

- E. If Purchaser/s is/are desirous of allotment of a car parking space or purchase of stilt car parking space, in that event, the Purchaser/s hereby agree/s and confirm/s that necessary concretization and asphaltting as well as construction of the said car parking space will be required to be carried out by the Developers.
- F. The Purchaser/s hereby agree/s and confirm/s that simultaneously upon execution of these presents, the Purchaser/s shall make payment of the amount mentioned in clause (a).

10. **POSSESSION**

- A. It is expressly agreed that the possession of the said premises will be handed over by the Developers to the Purchasers on 30<sup>th</sup> December 2017 provided the Developers have received the full purchase price of the said premises and all other amounts payable by the Purchaser/s to the Developers under these presents. The Purchaser/s hereby agree/s that if the possession is delayed due to:-
  - a. reasons beyond the control of the Owners and Developers as provided under Section 8 of the Maharashtra Ownership Flats Act 1963, by the aforesaid date/s or;
  - b. non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of god or any prohibitory order of any court against development of Land or
  - c. any notice, order, rules notification of the Government and/or other public or competent authority; or
  - d. changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project, or
  - e. delay in grant of any NOC/ permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project flat/road or completion certificate from appropriate authority; or
  - f. delay of default in payment of dues by the purchaser under these presents (without prejudice to the right of the Promoters/Developers to terminate this agreement under clause 10 mentioned hereinabove). If the Developers are not able to give possession of the said premises to the Purchaser/s on account of any reasonable cause or circumstances

beyond their control, the Developers shall be entitled to an automatic extension of a period during which the construction or development shall have been stalled, and the Purchaser hereby has agreed to such extension of time.

- g. due to Cyclone, Act of god or due to inadvertently or due non-availability cement & other construction material etc. the developers are unable to give possession, provisions of Force De Majeur will apply.

- B. If the Developers is unable to give possession of the said premises by the date stipulated hereinabove for reasons other than those stated in clause 10 hereinabove then the Developers agree that if shall be liable on demand by the Purchaser/s to refund to the Purchaser/s the amounts already received by it in respect of the said premises.

11. **DELAY IN HANDING OVER POSSESSION DUE TO NATURAL CALAMETIES**

- A. The Purchaser/s hereby agree/s and confirm/s that under normal circumstances, the Developers shall carry out the construction work of the said building in the said HEX CITY Project however due to natural calamities, which are beyond the control of the Developers such as earthquakes, floods, volcano, war and/or under any other circumstances/natural calamities, in that event the Developers shall be entitled to handover the possession of the said flat after such period as the Developers may deem fit and proper.
- B. It is hereby agreed and confirmed by and between the parties hereto that while carrying out the development and construction work of the building in which the Purchaser/s has/have agreed to purchase flat if any cause affecting the performance of the Agreement arising from or attributable to acts, events, restrictions, omissions or non-performance beyond the reasonable control of the concerned party and, in particular but without limitation shall include natural calamity, strikes terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation of war, fire explosion storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law, non-availability of steel, cement, other building material, water or electric supply etc., said building, which is constructed by the Developers or any part or portion thereof is destroyed or collapsed or damaged due to which if Developers are required to construct new buildings or to carry out the major repairs and renovation to the Buildings, which are being constructed, in that event, the Purchaser/s shall be liable to pay to the Developers proportionate amount of consideration which will be required to be incurred by the Developers for carrying out said new building and/or

for carrying out the repairs and reconstruction of such portion of building and the Developers will not be held responsible and/or liable for any such construction.

- C. The Developers have agreed to insure the said building being constructed on the said property however due to natural calamities or war or due to terror attack after said constructed building collapsed or demolished in that event the cost of the construction of new building shall be determined after taking into consideration the repayment made by the insurance company from insurance made by the Developers of the said building. The balance cost of construction shall accordingly be paid by the Purchaser/s, which will be proportionately decided and determined by the Developers. The Purchaser/s shall not be entitled to raise any objection and will not be permitted to commit any default in payment of the said amount.
- D. If the Purchaser/s fail/s and neglect/s to pay the said additional amount to the Developers, in that event, the Developers shall be entitled to terminate this agreement and shall refund the amount payable to the Purchaser/s as more particularly mentioned herein above. The Purchaser/s shall be entitled to receive the entire insurance claim paid by the insurance company in the event of the said constructed building collapsed or demolished due to natural calamities, which are beyond the control of the Developers including terror attack. The Purchaser/s shall not be entitled to claim any amount by way of compensation from insurance company in view of the Developers having taken the entire responsibility to carry out new construction of the building as mentioned above.
- E. For the purpose of this Agreement in term "force majeure" shall mean any cause affecting the performance of the Agreement arising from or attributable to acts, events, restrictions, omissions or non-performance beyond the reasonable control of the concerned party and, in particular but without limitation shall include natural calamity, strikes terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation of war, fire explosion storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law, non-availability of steel, cement, other building material, water or electric supply etc.,
- F. The Developers hereby agree and confirm that after execution of these presents, the Developers shall insure the said building and collect the insurance premium from the Purchaser/s and shall be liable to pay insurance premium till the time the Developers carry out the construction work and handover the possession of the premises to the flat purchasers; however after handing over possession of the said flat to Adhoc Managing Committee and it will be responsibility of the said Adhoc Managing Committee to take steps to make payment of the insurance premium on its due date to the insurance company. The Developers shall not be held responsible and liable for the said amount towards payment of insurance premium.

12. **HANDING OVER TEMPORARY POSSESSION**

- A. The Developers hereby agree and confirm to handover the possession of the premises to the Purchaser/s after Occupation Certificate is granted by the Collector, Raigad or by MMRDA or by all other concerned competent authority; however, in the event of the Purchaser/s seeking permission from the Developers for handing over the possession of the said premises temporary till Occupation Certificate is granted for providing fit outs, in that event, it may at the discretion of the Developers to handover the possession of the said premises only after Purchaser/s signing and executing an undertaking in favour of the Developers that the Purchaser/s shall not carry out any modification in the initial layout of the said flat as shown in the floor wise plan sanctioned by Collector, Alibag at Raigad or by MMRDA or by any other concerned authorities.
- B. The Purchaser/s hereby agree/s and confirm/s that till the time the Occupation Certificate is not granted, the Purchaser/s is/are temporarily allowed to use said flat for carrying out interior works. The Purchaser/s for the purpose of carrying out interior work shall not carry out any goods or interior material etc., from passengers' lift. The Purchaser/s hereby agree/s and confirm/s that he/she/they will only use service lift. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not load any goods or material beyond the permissible weight. The Purchaser/s hereby agree/s and confirm/s that due to use of the said service lift while carrying goods which will be used for carrying out interior work if any loss or damage due to not complying with aforesaid restrictions is suffered by the Developers or Society thereafter, in that event, the said loss and damages shall be payable by the Purchaser/s by reimbursing the said cost, repairs or renovation or such other expenses to the Developers or to the society that may be formed and registered. The Purchaser/s hereby agree/s and confirm/s that while carrying out the interior work to the said flat, neither Purchaser/s nor their employees or their servants shall occupy and/or use said premises for their residence and the Purchaser/s and their servants etc., shall keep said flat locked and closed.

13. **DEPOSITS**

- A. The Purchaser/s shall at the time of taking possession of the said premises from the Developer pay to the Developers an amount in proportionate to the carpet area of the said premises which shall be held by the Developers as an interest free deposit till the Cooperative Housing Society is formed and constituted in the following manner: -

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3BHK
1	Deposit towards interest free deposit till the Cooperative Housing Society (Corpus Fund)	Rs.1,50,000/-	Rs.2,50,000/-	Rs._____/-

- . The Developers shall not be liable to give or provide any accounts for such amounts accepted by it and shall hand over the sum to the Cooperative Housing Society on formation of such Society. In the event the amounts collected towards maintenance are not adequate to meet expenditure then and in that even the Developers shall be entitled to collect further amount from the Purchaser/s. The Purchaser/s shall make his/her/its contribution as may from time to time be required by the Society formed for the purpose of maintenance and management of the facilities. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to the Society as may be determined by the Society. The said deposit to be paid by the Purchaser/s shall be in addition to the Purchase price of the said premises and the other deposits payable by the Purchaser as specified in this Agreement.

14. **PAYMENT OF OUTGOINGS**

- A. It is agreed between the Developers and the Purchaser/s, that commencing a week after the notice in writing is given by the Developers to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the floor area of the said premises) of all outgoings in respect of the said Land and the said Tower Buildings including local taxes, cess, rates and other charges betterment charges (except assessment taxes) as levied by the Local Authority and/or the Government including water charges, insurance charges, common lights, repairs salaries of clerks Bill Collector's charges, chowkidars and sweepers charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Land and the said Tower Building and until the said Tower Building with land appurtenant thereto is transferred to the co-operative society, as the case may be. The Purchaser/s shall thus pay to the Developer the proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Developers the provisional monthly contribution to be deposited with the Developers for an initial period of 12 months from the date of handing over possession of said flat towards such outgoing levies and taxes and the amount so paid by the Purchaser/s to the Developers shall not carry any interest and if there is any deficit in respect of such provisional monthly contribution during the Developers making payment of all the outgoings as mentioned above, the Purchaser/s shall forthwith on demand pay to the Developers his/her/their proportionate share to make up such deficit. The Purchaser/s undertakes to pay such provisional monthly contribution after 12 months regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. Failure on the part of the Purchaser/s to pay the monthly contribution within the stipulated time shall entitle the Developers and/or society thereafter to cut off the

essential supply to the said premises. Such essential supply shall be restored only after the Purchaser/s shall have cleared all arrears as aforesaid. It is further herein specifically provided that, the Purchaser/s shall be entitled to the possession of the said premises on payment of entire consideration amount payable to the Developers by the Purchaser/s under the terms of this Agreement and further only after the Developers have received the occupation certificate from the MMRDA/Collector, Raigad at Alibag in respect of the said premises. However, if the Purchaser/s desire/s to have possession of the said premises after the same is ready and fit for occupation, before the grant of the occupation certificate by the Collector, Alibag at Raigad and provided the Purchaser/s has/have paid the entire consideration amount as per the terms of this Agreement, then the possession of the said premises shall be taken by the Purchasers at his/her/their own risk and costs. Further, in such an event the Purchaser/s shall be liable to pay the necessary enhanced charges/penalties that may be levied by the MMRDA/Collector, Raigad at Alibag if the possession of the premises is taken by the Purchaser/s before the grant of occupation certificate.

15. **SPECIFICATIONS AND AMENITIES**

- A. The Promoters /Developers do hereby agree that the Developers will provide in the said Flat bearing No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the building known as \_\_\_\_\_ constructed in the Project of HEXCITY, the specifications and amenities as mentioned in the list of specifications and amenities, which is annexed hereto as **ANNEXURE "B"** without charging any additional and/or further consideration of whatsoever nature, in respect thereof.
- B. The Purchaser/s hereby agree/s and confirm/s that the purchase price of the said flat is fixed on the basis of the prevailing cost of steel, cement and other construction materials as well as the amenities, which will be provided while constructing and developing said properties and putting up construction of the towers and providing said flat; however, in the event of there being any substantial escalation in the price of cement, steel and other construction materials and/or labour charges as well as the amenities provided in the said flat, in that event the Developers will be entitled to seek escalation in the price of sale of the said flat in proportion to the escalation in price of the construction material, labour charges and cost of amenities, which will be utilized by the Developers while carrying out the development work.

16. **OPTIONAL/ADDITIONAL AMENITIES**

- A. The Developers have apart from above all other amenities, which are agreed to be provided in the development of the said properties, have also desirous of constructing a club house in the said properties.
- B. The Developers have also represented to the Purchaser/s that the Developers shall allow such Purchaser/s who will be interested in availing the said

optional/additional facilities and the Developers have calculated the membership fees of the said club house. The Purchaser/s has/have agreed that if he/she/they is/are desirous of availing the said optional/additional facilities, in that event, the Purchaser/s shall make payment for as entrance fees (as applicable), membership fees (as applicable) and monthly fee (as applicable).

17. **COMMON AMENITIES AND COMMON INFRASTRUCTURE**

- A. It is specifically agreed that the Purchaser/s is/are hereby agree to pay the following amount: -

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3BHK
1	Common Infrastructure Charges	Rs. 80,000/-	Rs.1,19,000/-	
2	Amenity Space for public services	Rs.70,400/-	Rs.1,04,720/-	

as the proportionate price of common amenities/common infrastructure/amenity space for public services is notional and the same is subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease. The Purchaser/s hereby authorize/s the Developers to make changes in the percentage of the undivided share of the said premises in the common areas and facilities aforesaid in the event of there being any change in the layout plan of the said land and or the Building plans of the said Tower Building to be constructed on the said land.

18. **PRE-EMPTIVE RIGHT OF DEVELOPERS TO PURCHASE**

- A. The Purchaser/s hereby agree/s and confirm/s that after execution of these presents, till the entire amount payable by the Purchaser/s to the Developers is not paid by the Purchaser/s, the Purchaser/s shall not be entitled to sell, transfer and dispose of the said flat agreed to be purchased by the Purchaser/s. However, in the event of the Purchaser/s desirous of selling the said premises, in that event the Developers shall be entitled to purchase the same from the Purchaser/s at the same price at which said flat is sold by the Developers to the Purchaser/s.
- B. The Developers shall only upon proper procedure with regard to the stamp duty and registration expenses has been followed and complied by the Purchaser/s and after being fully satisfied with the necessary procedure then only the Developers permit the sale and transfer of the premises by the Purchaser/s. It is however mutually agreed by and between the parties hereto that the Developers may without assigning any reasons refuse to grant NOC and shall not accept transfer of the said premises to third party. The Purchaser/s shall give minimum one month (earlier) notice prior to selling said premises to the Developers. The Developers have a right to purchase

premises from the Purchaser/s in the event of the Purchaser/s is/are desirous of selling said premises at the price at Developers' selling said complex.

- C. The Purchaser/s hereby agree/s and confirm/s that in the event of the Purchaser/s is/are unable to make payment of the balance consideration to the Developers and desires to sell said properties, in that event the Purchaser/s shall offer said flat to the Developers and it will be option of the Developers either to grant NOC or to purchase the said flat at the price mutually agreed by and between them. It is however agreed and confirmed by the Purchaser/s that the Purchaser/s shall not be entitled to sell said flat less than the mutually agreed price and if Purchaser/s desires to sell said flat at the price less than mutually agreed price then the Developers shall have pre-emptive right to purchase said flat and the Purchaser/s shall not be entitled to refuse to sell said flat to the Developers.
- D. The Developers shall be entitled to exercise their pre-emptive right to purchase said flat only with a view to prevent the Purchaser/s from selling said flat for the price less than the mutually agreed price. The Developers upon exercising their sale option to purchase said flat, shall make payment of the said consideration to the Purchaser/s within the period as may be fixed by the Developers. After Purchaser/s agreed to sell said flat to the Developers, the Purchaser/s shall not be entitled to sell said flat or any part or portion thereof to outsiders and the Purchaser/s will be bound to sell said flat to the Developers.
- E. It is mutually agreed and confirmed by and between the parties hereto that after execution of these presents, for a minimum period of 2 years, the Purchaser/s shall not be entitled to sell, transfer and create any third party rights and encumbrances on the said flat or any part or portion thereof. If Developers are not interested in purchasing said flat, in that event, upon payment of transfer charges to the Developers, the Developers shall grant NOC to the Purchaser/s for sale of the said flat after completion of period of 2 years as mentioned above, in that event after said NOC being granted by the Developers, the Purchaser/s will be entitled to sell the said flat.

**19. INTERNAL DESIGN AND FLOOR PLANS**

- A. That the Developers had also prepared the floor plan of the said building, wherein flats, which will be constructed by the Developers to the Purchaser/s is shown therein.
- B. That the Developers had agreed that they will not modify/change the internal design of the said flat as far as possible unless any orders and directions are issued by the concerned authorities or by any other planning authority and will provide the premises agreed to be sold to the Purchaser/s of the area, location and floor as mentioned in this presents.
- C. That the Purchaser/s as far as possible will not change/modify said sale of premises as mentioned above unless there are such unavoidable circumstances or such orders and directions issued by MMRDA and/or by all other concerned

- authorities. The Developers will be entitled to modify and change the location of the said flat with a view to comply with said directions.
- D. That the Developers shall carry out the construction of the said building as per the plan sanctioned by the Collector Raigad at Alibag and all other concerned authorities as may be appointed by the State Government from time to time. The Developers shall comply with the conditions and such other restrictions imposed by the authorities concerned from time to time while constructing buildings. The Purchaser/s will not be entitled to raise any objections or demand on the Developers for not complying with said conditions.
- E. That the Developers shall be entitled to change the location with regard to the open spaces from the said building in the event there being any changes in rules, regulations and modifications in Rental Housing Initiative imposed by MMRDA with regard to the phasewise construction.
- F. The Developers have an access from service road, which is connected to NH-4 or road from National Highway 4 as presently shown in the plan annexed hereto and marked as **ANNEXURE 'F'**. The said access road is common access available for the entire development of the said Rental Housing Scheme of the Developers and also the project undertaken by the Developers their sister concern/associate/assignee. The Purchasers will not be entitled to raise any objection to allow other companies/associates/assignees of the Developers to use said road.
- G. That the properties on which said development is carried out are not being provided with complete infrastructure by MMRDA or by any other planning authority and the said infrastructure work such as Sewerage, Drainage, Storm Water Drain, Water Connection, Roads, Gardens etc. is under development and the Developers will be carrying out modification/changes in the layout of the said development as per the requirements and as per the future development and subsequent development carried out by the Developers on the said properties from time to time.
- H. That the Purchaser/s has/have granted unconditional/irrevocable sanctions to the Developers for carrying out said modifications/changes in the said layout plan including changes in the infrastructure to be provided to the said properties.
- I. That since there is no proper infrastructure provided to the said properties, the entire infrastructure will be required to be provided by the Developers at the additional cost to be paid by the Purchaser/s from time to time and in the phasewise manner hence the Purchaser/s has/have agreed that they will not be entitled to seek any specific provisions for infrastructure or the time schedule within which the said infrastructure be provided to the said entire project.
- J. That the said infrastructure for development of the said properties will be carried out in phasewise manner and the said infrastructure cannot be provided unless requisite infrastructure is made available by the concerned authorities from time to

time. The Purchaser/s will not be entitled to compel and pressurize the Developers to provide said infrastructure at any time after handing over possession of the said premises.

- K. That presently an access to the said entire project will be given from service road connected to N.H-4 subject to the rules, regulations, modifications and alterations in the permission, which will be granted by the concerned authorities from time to time and the Purchasers will not have any right to impose any restrictions/covenants or any specific directions to the Developers and it is at the full discretion and authority of the Developers to make such modifications/changes/variations/deletion/additions to the said road with regard to its width, length, size, curvature and/or alignment in the manner in which the Developers may deem fit and proper.

20. **INSPECTION OF LAYOUT PLAN**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they has/have taken the inspection of the layout plan sanctioned by the Collector, Raigad at Alibag wherein Developers have proposed construction of 10 Tower Buildings known as (I) SAPPHIRE, (II) TURQUOISE, (III) DIAMOND, (IV) RUBY, (V) PEARL, (VI) TOPAZ, (VII) GARNET, (VIII) EMERALD (IX) AQUA MARINE and (X) SOLITARE. The Purchaser/s hereby agree/s and confirm/s that out of the said 10 Tower Buildings, he/she/they are aware that Towers known as SAPPHIRE, (II) TURQUOISE, and (III) DIAMOND are interconnected to each other, while Towers known as (I) RUBY, (II) PEARL, (III) TOPAZ, (IV) GARNET, (V) EMERALD and (VI) AQUA MARINE are interconnected to each other and Tower known as SOLITARE is separately constructed. The Purchaser/s hereby agree/s and confirm/s that none of the said 3 groups of Tower Buildings have interconnected to each other.

21. **PURCHASER/S' COVENANTS**

- A. The Purchaser/s themselves/himself with intention to bind all persons into whosoever hands the said premises may come or devolve doth hereby covenant with the Developers as follows:
- i. To maintain the said premises at Purchaser/s' costs in good tenable repair order and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the said Tower Building in which the said premises is situated, and also in the staircase or passage which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the wings in which the said premises is situated and the said premises itself or any part thereof.
  - ii. Not slaughter any animals in the precincts of the society.
  - iii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Tower Building in which the premises are

situated or storing of which goods is objected to by the concerned authority or other authority and shall not carry or cause to be carried heavy packages to upper floor of the said Tower Building which may damage or likely to damage the staircase, common, passage or any other structure of the Tower Building and in case if any damage is caused to the Building in which the said premises is situated on account of negligence or default of the Purchaser/s in this behalf the Purchaser/s shall be liable for the consequence of the breach and the decision of the Owners/Developers/Body shall be final.

- iv. To carry at his/her/its own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in the Tower Building in which the said premises are situated which may be forbidden by the rules and regulations and bye-laws of the concerned local authority and/or other public authority and in the event of the Purchaser/s' committing any act of contravention of the provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority/developers.
- v. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation, section, details and outside color scheme of the Tower Building and to keep the portion, sewers, drains and pipes and all other amenities in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other part of the said Tower Building and the Purchaser/s or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Developers and/or the Cooperative Society. In case, on account of any alterations being carried out by the Purchaser/s in the said premises (whether such alterations are permitted by the Concerned Authorities or not) if there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains), the Purchaser/s shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages). The Purchaser/s also undertake/s not to affix any grills to any external surface of the said Tower Building other than provided by the Developers.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Tower Building in which the premises are

situated or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.

- vii. Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Land and the said Tower Building.
- viii. Pay to the Developers within 7 days of demand by the Developers his/her/their share of deposit/dues demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the said Tower Building.
- ix. The Purchaser/s hereby agree/s and confirms that he/she/they will be liable to pay to the Developers development charges, water deposit and resource charges, light charges and resource charges, common infrastructure charges, society formation charges, club house deposit, sinking fund deposit, charges for maintenance of land and infrastructure and amenities apart from the consideration agreed to be paid for purchase of the said flat as mentioned above. The Purchaser/s hereby agree/s and confirm/s that the Purchaser/s shall not be entitled to raise any objection with regard to the said charges fixed by the Developers.
- x. The Purchaser/s hereby agree/s and confirm/s that till the time the Adhoc Maintenance Committee or registered society is not formed, the Purchaser/s shall be liable to pay to the Developers regular maintenance charges, water charges, common maintenance charges, club house maintenance charges, common infrastructure maintenance charges, sinking fund and security charges etc., The Purchaser/s hereby agree/s and confirm/s that the Purchaser/s shall not be entitled to raise any objection with regard to the said charges fixed by the Developers.
- xi. The Developers hereby agree and confirm that the said charges will be calculated on the basis of the actual expenses incurred by the Developers alongwith some marginal profit. The Developers hereby agree and confirm that the Purchaser/s shall not be entitled to demand any details and particulars of the expenses incurred by the Developers for the aforesaid purposes; however, it is at the option of the Developers to provide said details and particulars to the Purchaser/s.
- xii. The Purchaser/s shall not be entitled to give said flat on tenancy unless and until NOC is granted by the Developers or by the society. The Purchaser/s hereby agree/s and confirm/s that before giving said flat on leave and license basis, the Purchaser/s shall strictly comply with the provisions of police verification and shall accordingly assist the concerned authorities by producing the relevant documents of the said licensee. The Purchaser/s shall also produce a copy of the police verification report to the Developers

or to the society and thereafter only the Purchaser/s will be permitted to give said premises on leave and license basis.

- xiii. In the event the Purchaser/s leases or gives on license his/her/their apartment then the Purchaser/S shall be liable to pay 1.5 times the maintenance charges and no demur shall be raised by the Purchaser/s in respect of such levy of maintenance charges.
- xiv. The Purchaser/s shall pay to the Developers the charges in respect of monthly cable provided by the Developers or any appointed agency;
- xv. To bear and pay on demand to the Developers all the local taxes, service taxes, water charges, insurance all increases on such taxes and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or the other Public Authority.
- xvi. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchasers' interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Developer for the purpose. Such transfer shall only be in favour of the Transferee as may be approved by the Developers.
- xvii. The Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations of amendments thereof that may be made from time to time for protection and maintenance of the said premises therein and for the observance and performance of the rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises and shall pay and contribute in accordance with the terms of this Agreement.
- xviii. The Purchaser/s shall permit the Developers and their Surveyors and Agents, with or without workmen and other, at all reasonable times to enter into and upon the said Land and said Tower Building or any part thereof to view and examine the state and condition thereof and the Purchaser/s shall make good the repair, if any, requested to the owners/Developers, within fifteen days of giving such notice in writing by the Developers to the Purchaser/s.
- xix. To observe and perform all the terms and conditions and the covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the Recitals thereof). If the Purchaser/s neglects, omits or fails

to pay for any reasons whatsoever to the Developer the amount payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to herein, the Developer shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agrees that on the Developers re-entry on the premises as aforesaid, all the right, title and interest of and Purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection as trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said premises. In that event, all the monies paid herein by the Purchaser/s (except the outgoings and apportionable to the said premises till the date of such termination) be refunded by the Developers to the Purchaser/s.

- xx. Irrespective of dispute if any, arising between the Developers and the Purchaser/s, and/or the said Co-operative Society all amounts, Contribution and deposits including amounts payable by the Purchaser/s to the Developer under this Agreement shall always be paid punctually by the Purchaser/s to the Developers and shall not be withheld by the Purchaser/s for any reasons whatsoever.
- xxi. It is clarified that upon formation of the co-operative housing society or company or such body corporate, such of the undertakings given above by the Purchaser/s to the Developers as shall be necessary, shall be deemed to have been given by the Purchaser/s to the co-operative housing
- xxii. The Purchaser/s hereby agree/s and confirm/s that the Developers shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said properties and/or in the said building and any other buildings now standing or to be erected thereon or their rights and benefit under said Agreement without intimation to the Purchaser/s who shall not be entitled to raise any objection thereto and also will not be allowed to object or prevent the Developers from entering into any such transactions with any other persons whomsoever.

## **22. DEVELOPERS' REPRESENTATION ABOUT RENTAL HOUSING DEVELOPMENT**

- A. The Developers had made the following representations to the Purchaser/s which representations have been understood and explained by the Purchaser/s and only on accepting said declarations and more particularly statements made therein, the Purchaser/s has/have agreed to purchase said premises by expressly agreeing with the developers that;

- i. That the Purchaser/s is/are aware that the said premises agreed to be purchased by the Purchaser/s is a part of the entire big scheme of common development of the various properties, which are amalgamated and development by the Developers in the manner and on such terms and conditions as may be imposed by MMRDA or by any other concerned authorities for the said joint amended plot development from time to time.
- ii. That the Developers are carrying on the development of the said amended properties as per the Rental Housing Initiative implemented by the State of Maharashtra.
- iii. That for the purpose of carrying out the Rental Housing Initiative, the Developers have agreed to construct and provide to MMRDA and/or to all other concerned authorities, 25% of the total properties by constructing affordable houses / premises / flats, which will be sold, transferred and conveyed by the Developers free of costs and in lieu of the construction of the said building and selling, transferring and conveying the same to MMRDA and/or to all other concerned authorities the Developers will be entitled to develop the properties which are more particularly described in the schedule hereunder written by amalgamating the same and developing it in phasewise manner by consuming and utilizing 4 FSI on the said properties.
- iv. That as per the present policy of the State Government the Developers will be entitled to consume and utilize said 4 FSI, while carrying out the said joint development of all said properties by amalgamating the same as per the order which will be passed by the concerned authorities from time to time.
- v. That under the said Rental Housing Initiative, State Government with a view to make said scheme viable and also with a view to grant additional benefits / concessions as well as such other incentives may grant additional FSI to the Developers for utilizing and also may be devised by the State Government from its Urban Development Department from time to time and the Developers will be accordingly bound by the said conditions that will be imposed by MMRDA or by all other concerned authorities that may be formed by State Government from time to time.
- vi. That the Developers have obtained permission from the Sub-Divisional Officer, Alibaug and/or from all other concerned authorities for conversion of the said properties from agricultural user to non-agricultural user by N.A. Order bearing No.MS/LNA 1(b)/SR-58/2010. The Developers have accordingly agreed to comply with the conditions imposed on the Developers as per the said N.A.Order.

- vii. That the said Developers are bound by the said conditions of N.A. Order and the Purchaser/s hereby agree and confirm that they will not be entitled to seek any exemption from said conditions and will not be entitled to commit any breach or violation and/or modification of the said terms and conditions of N.A. Order.

23. **TERRACE AND OTHER COMMON AREAS**

- A. **IT IS HEREBY EXPRESSLY AGREED** that the terrace on the said Tower Building shall always belong to the Developers and the Developers shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Developers obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace, then that will be constructed and sold on the terrace together with the terrace to such persons at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allow use of such entire terrace to the Purchaser/s of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession of the Purchaser/s of such premises proposed or constructed on the terrace. In the event of the Developers constructing more than one premises on the terrace, the Developers will be entitled to sell to the intending Purchaser/s the concerned premises in the terrace together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society that may be formed by the Purchaser/s of premises as stated hereinafter shall admit as its members the Purchaser/s of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed or any other common facility being provided on the terrace, then the society shall be entitled to depute representative to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser/s of such premises on the terrace and the society. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES** hereto that the terrace space in front of or adjacent to the terrace flats in the said Tower Building, if any, shall belong exclusively to the respective Purchaser/s of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the promoter or the society.

24. The Purchaser/s hereby also expressly agrees and covenants with the Developers that in the event of the said Tower Building to be constructed on the said Land being not ready for occupation and in the event of the Developers offering License

to enter upon the said premises to the Purchaser/s or handing over possession of the said premises simultaneously on the execution of conveyance/lease in respect of the said Tower Building alongwith land appurtenant therewith of the said Land earlier than completing the said Tower Building on the said Land, then and in that even the Purchaser/s shall have no objection to the Developers completing the construction of the Tower Building on the said Land without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance Tower Building or part or parts or any other buildings/structures to be constructed on the said land thereof by the Developers or its assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer/s shall be entitled either to construct by themselves or through any nominees to construct and complete the said Tower Building or Buildings on the said Land as it may desire in its absolute discretion without any further reference or objection or dispute by the Purchaser/s.

25. IT IS HEREBY EXPRESSLY/AGREED AND PROVED that so long as it does not in any way affect or prejudice the rights hereby granted in favour of the Purchaser/s in respect of the said premises the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said Land.

26. The Developers shall be free to construct additional structures like enclosed garages in open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or layout plan of the said Land. The Purchaser/s shall not interfere with the rights of the Developer by any disputes raised or court injunctions under section 7 of the Maharashtra Ownership Flats Act 1963 and/or under any other provision or any other applicable law.

27. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any authority of the State or Central Government or Competent Authorities under any law concerning construction of the said Tower Building for implementation of their scheme for development of the said Land.

28. The said Tower Building shall be constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Developers as herein above setout and if any defect in the said tower Building or materials used or if any unauthorized change in the constructions in the said Building is brought to the notice of the Developers within a period of one year from the date of handing over possession of the said premises by the Developers, it shall wherever possible be rectified by the Developers without further charge to the persons who have purchased the premises in

the said Buildings. In case there shall be any dispute, as regards any defect in the said Building or materials used or any unauthorized change in the construction thereof or as to whether it is reasonably possible for the Development rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defect or change which cannot be or is to be rectified by the Developers shall within a period of one year from the date of handing over possession be referred to the decision of the Authority specified in sub section (2) of section 7 of the Maharashtra Ownership Flats Act, 1963. It is however further provided that during subsistence of guaranteed period in the event of there being any external leakages or external defects to the said Tower Building being detected, the same shall be rectified by the Developers in terms of the above. However, any internal repairs inside the premises shall be carried out by the Purchaser/s at his/their own costs.

29. **COMMON AREAS**

The Purchaser/s shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terraces and other premises and spaces will remain the property of the Developers until the said Tower Building is transferred to the proposed Cooperative Housing Society as hereinafter mentioned, and conveyance is executed in favour of a Federal Cooperative Housing Society as mentioned below, subject however, to the rights of the Developer as herein stated.

30. **FSI CALCULATION AND UTILIZATION OF TDR FSI AND ANY OTHER FSI**

- A. The Purchaser/s hereby agree/s and confirm/s that as per the layout plans sanctioned by the Alibag, Raigad and/or by all other concerned authorities, the Developers have been permitted to utilize and consume FSI admeasuring \_\_\_\_\_ sq. feet.
- B. The Purchaser/s hereby agree/s and confirm/s that in the event of the modifications of certain rules, regulations, bye-laws as well as in the modifications of the Development Control Rules and Regulations, if any additional FSI , any right to load TDR or any right to load and consume any additional FSI or any component similar to FSI or any other rights of such facilities as may be permitted to be utilized by the State Government or by the Planning Authority or the purpose of carrying out the development of the said plots of land in that event the Developers shall be entitled to exercise their own decision and the Purchaser/s will not be entitled to raise any objection and/or an claim, demand and action against the Developers.
- C. The Purchaser/s hereby agree/s and confirm/s that he/she/they shall have no right to challenge said utilization of FSI while carrying out the development of the said properties. The Purchaser/s hereby agree/s and confirm/s that the Developers are represented to the Purchaser/s that since the aforesaid development is carried out in phasewise manner the Developers will not be able to sign and execute a Deed of Conveyance of all the buildings, which are subject matter of the development of the properties. The Developers have represented to the Purchaser/s and the

Purchaser/s have completely understood and accepted that the Developers, who will form and register a Federal Society of all the Societies, who will be formed and registered of each buildings, which will be part of the aforesaid joint development under sanctioned plans, consisting of each and every purchasers. The Purchaser/s shall pay to the Developers the proportionate contribution of the Purchaser/s for the common infrastructure, which will be provided in the said common layout as also for the purpose of maintaining and managing the affairs of the said Federal Society, which will be formed of all the Societies, which will be consists of every buildings, which are constructed by the Developers on the said entire plots of land.

31. **ADDITIONS AND ALTERATIONS**

- A. In the event of the Society formed and registered before the sale and disposal by the Developers of all the premises in the said Tower Building as also before the completion of the construction of additional structures and/or sale and disposal of premises in the said Tower Building on the said Land, the powers and authority of the society or association so form of the Purchaser's in the said Tower Building and the Purchaser/s of other premises shall be subject to the powers of the Developers in all the matters concerning as also of the additional structures and all amenities pertaining to the same. In particular, the Developers shall have absolute authority and control as regards any unsold premises and the sale thereof.
- B. The Purchaser/s shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser/s shall keep the said premises walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the said Tower Building other than his/her/their premises. The Developers shall not permit the closing of the niche balconies or allow any alterations in the outside elevations and/or outside colour scheme of the premises to be allotted to him/her/them.
- C. After the possession of the said premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Tower Building area required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said Tower Building at his/her/their own costs and the Developer shall not be in any manner liable or responsible for the same.
- D. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the said Tower Building or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the user and occupiers in the said Tower Building.

- E. The Purchaser/s hereby agree/s and confirm/s that the Purchaser/s shall not carry out any modifications, additions, changes in the layout as well as in the internal planning of the flat. The Purchaser/s hereby agree/s and confirm/s that the Purchaser/s shall not be allowed to demolish walls, pillars, columns, RCC Structural, structural changes etc. or any part or portion thereof and shall use said flat and maintain the same in its original condition. In the event of the Purchaser/s committing any breach of this agreement, the Developers shall be entitled to terminate this agreement to take back possession of the said premises.
- F. The Purchaser/s hereby agree/s and confirm/s that in the event of the Purchaser/s committing any such breach of the terms and conditions of the said agreement, in that event, the Purchaser/s shall be liable to pay liquidated damages to the Developers in the event of the Developers suffers any loss and damages with regard to their entire project of development. The Purchaser/s shall also be liable to pay damages at the rate of Rs. 1 lakh per day for committing any such violation of the terms and conditions of the agreement.
- G. In the event of any penalty or damages levied by MMRDA and all other concerned authorities or by the Collector, Raigad against the Developers, the said amount will be payable by the Purchaser/s and it will be the responsibility of the Purchaser/s to bring the said flat in its original position so as to meet the requirements, orders and directions, which will be issued by MMRDA and by all other concerned authorities or by Collector, Raigad from time to time. The Purchaser/s hereby agree/s and confirm/s that he/she/they shall also ensure that any persons claiming through, by and/or under the Purchaser/s including his/her/their family members/representatives will not commit any default or violation of any of the aforesaid conditions more particularly making any structural changes in the said flat or any part or portion thereof.
- H. The Purchaser/s hereby agree/s, confirm/s and undertake/s to the Developers that he/she/they while carrying out the internal interior decorations of the said flat will not make any structural changes and also will not destroy and/or make any changes in the elevation of the said building. The Purchaser/s hereby agree/s and confirm/s that the Developers have agreed to sell only a flat in the building being constructed by the Developers as mentioned above. The Purchaser/s hereby agree/s, confirm/s and undertake/s to the Developers that he/she/they shall not have any right with regard to the open spaces/land/lift/landing space area as well as the common passage and other areas of the building.
- I. The Purchaser/s hereby agree/s and confirm/s that he/she/they and all other persons claiming through, by and/or under him/her/them will never commit any encroachment and/or trespass and will not use said common area as their exclusive ownership or right thereof and shall use said common area alongwith other flat purchasers. The Purchaser/s hereby agree/s, confirm/s and

undertake/s to the Developers that he/she/they will not be entitled to raise any claim and right in the said open spaces/land/lift/landing space area as well as the common passage and other areas of the building.

**32. GENERAL RIGHT OF DEVELOPERS**

- A. Nothing contained in these presents is intended nor shall be construed, to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in, to or over the said premises or the said properties or any part thereof, such conferment shall take place only upon the execution of the deed of transfer of the said properties with the buildings and structures standing thereon, including the said building. Such transfer being in favour of the Federal Society/s or body/s proposed to be formed, incorporated and registered under and in accordance with the provisions of Maharashtra Co-operative Societies Act, 1960, or the Companies Act, 1956, or other Act, as may be applicable. Such Federal Society or Body shall be known by such name as the Registrar of Co-operative Societies, Registrar of Companies, Maharashtra or other appropriate authority under other applicable Act, may approve from time to time.
- B. The Purchaser/s shall not be entitled to claim or demand any rebate and/or concession on any account, in the price and consideration of the said premises payable by the Purchaser/s to the Developers under this Agreement. The Purchaser/s shall have no claim upon all open spaces, lobbies, terrace or other flats, shops, offices, garages, parking spaces etc., (Save and except the said Premises) which shall continue to remain the property of the Builders until the said properties and the said building and other buildings thereon are conveyed and transferred by Conveyance/Assignment or other transfer deed to a Society/s or Body/s as provided hereinabove, subject nevertheless to the rights of the Developers as hereinafter stated and hereby confirmed by the Purchaser/s.
- C. The Purchaser/s hereby agree/s and confirm/s that the Developers shall have a right until the execution of the Conveyance/Assignment of Transfer, to construct other building/s and structures on the said properties and/or make additions or changes or put up additional storeys, terraces and structures on the said building and other buildings on the said properties as the Developers deem fit without any objection hindrance or obstruction from the Purchaser/s, such other buildings and structures and such additional and changes shall be the property of the Developers, and if all units in the said building and other buildings on the said properties are not sold by the Developers, the same shall be at the disposal of the Developers and the Developers alone shall be fully entitled to sell or otherwise deal with and dispose off the same, in such manner to others as they deem fit, without any consent or objection from the Purchaser/s or Federal Society/s or Body/s formed and registered or incorporated as herein stated, and such other persons, when recommended by the Developers shall be admitted as

members thereof unconditionally as herein provided by such Society/s or Body/s if already formed.

- D. If the Purchaser/s neglect/s, omit/s or fail/s for any reason whatsoever, to pay to the Developers any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinabove specified, or if the Purchaser/s shall in any way, fail or perform or observe any of the terms and conditions on the part of the Purchaser/s herein contained or referred to, the Purchaser/s hereby agree/s that the Developers shall be entitled to re-enter upon and resume possession of the said premises and remove therefrom everything whatsoever brought in by the Purchaser/s without any objection or hindrance from the Purchaser/s and this Agreement shall cease and stand terminated, and the earnest money and all other amounts already paid by the Purchaser/s shall stand absolutely forfeited to the Developers, and the Purchaser/s shall have no claim against the Developers for refund or repayment of the said earnest money and other moneys already paid by the Purchaser/s to the Developers or any parts thereof, and the Purchaser/s hereby agree/s in such event to forfeit all rights, title, and interest of the Purchaser/s in the said premises and all amounts already paid, and in such event, the Purchaser/s shall be liable to immediate ejection as trespassers and the rights given by this clause to the Developers shall be without prejudice to any other rights, remedies and claim whatsoever at law or under this Agreement of the Developers against the Purchaser/s.

33. **ELEVATION AND AESTHETIC VIEW**

- A. The Purchaser/s hereby agree/s and confirm/s that with a view to maintain the aesthetic view of the building and not to disturb the elevation of the building, Purchaser/s will not be allowed to put any jallis, grills and other signage or name board, which will not disturb the aesthetic view of the building. The Purchaser/s shall not have any right to obstruct or prevent the Developers from using portion of the terrace for installation of the said cable towers, developers' sign board etc.

34. **MAINTENANCE AND TAXES**

- A. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit or fire, cess, betterment charges or development tax or security deposit for the purpose of obtaining all connection for the said Tower Building or for any other purpose in respect of the said Tower Building or any other tax or payment of a similar nature is paid to MMRDA/Collector, Alibag at Raigad/CIDCO Ltd and/or Navi Mumbai Municipal Corporation or to the State government or becoming payable at any time hereafter the same shall be paid by the Purchaser/s to the Developers forthwith on demand in proportion to which the area of the said premises agreed to be accured by the Purchaser/s shall bear to the total built up area available for construction on the said Land and in determining such amount, the decision of the Developers shall be conclusive and binding upon the

Purchaser/s. If the Developers shall have made such payment, then the Purchaser/s shall forthwith on demand reimburse the Developers the amount payable in that behalf by the Purchaser/s as aforesaid.

35. **WARRANTEE AND GUARANTEE OF THE CONSTRUCTION WORK:**

- A. Developers have carried out the construction of the buildings as per the plans sanctioned by the Collector, Raigad.
- B. The Developers have got the construction of the building carried out through contractors appointed by the Developers. As per the agreement arrived at by and between the Developers and the said Contractors, said Contractors have guaranteed the entire construction of the building and they had also warranted that in the event there being any leakage and seepage and/or any deficiency in the services with regard to the construction work carried out by them for a period of 12 months from the date of completion of that work in the flats sold to the Purchaser/s and if any such deficit is noticed and brought to the knowledge of the Developers, in that event the Developers shall carry out the said repairs at their own costs, charges and expenses. However after the period of 12 months from completion of that work, if any such deficit is noticed, the Developers shall not be held liable and/or responsible for the same.
- C. The Developers hereby agree and confirm that the said repairs and renovation will be carried out by the Developers through the contractor as per the warrantee given by them to the Developers. The Developers shall not be liable to pay any amount which is beyond the said warrantee issued by the contractor. The responsibility of the Developers to carry out the said repairs will be only to the tune of the amount mentioned in the said contract.
- D. The Purchaser/s hereby agree/s and confirm/s that at the time of handing over possession by the Developers and taking over possession by the Purchaser/s, the Purchaser/s will/would verify flat alongwith the building in which the same is situated that the said construction is carried out in accordance with the sanctioned plan and that the said flat is provided with amenities as more particularly mentioned in the said Schedule of amenities annexed hereto and there are no defect and irregularities in the quality and standard of the material used by the Developers in construction of the said building as well as in the amenities provided in the said flat.
- E. The Purchaser/s hereby agree/s and confirm/s that at the time of handing over possession of the Purchaser/s there being any discrepancy in the amenities provided in the said flat by the Developers then the amenities mentioned in the list of amenities annexed to the said agreement, in that event the Purchaser/s shall notify said deficit or irregularities or changes in the aforesaid quality of the material provided in the said amenities.
- F. It is however made clear and confirmed by the Purchaser/s that after taking possession of the said flat, the Purchaser/s shall not be entitled to raise any such

dispute, claim and demand against the Developers at any time thereafter. It will be presumed that upon handing over possession of the flat, Purchaser/s has/have verified and confirmed of having received the possession of the said premises, which premises is in good habitable condition and the same is constructed in accordance with the sanctioned plan, specifications as well as the amenities provided in the list of amenities annexed to this agreement.

- G. The Purchaser/s hereby indemnify and keep indemnified the Developers that after he/she/they has/have put in possession of the premises if Purchaser/s fail and neglect to bring the notice of the Developers or their representatives with regard to the deficit or not providing amenities or not carrying out the construction work of the premises in accordance with the terms and conditions of their presents, in that event after handing over possession, if Purchaser/s or any persons claiming through by and/or under him/her/them raise any claim, makes any demand and initiate any proceedings against the Developers and due to which if any loss and damage is caused to the Developers, the Purchaser/s hereby indemnify and keep indemnified the Developers from satisfying the said loss and damages caused to the Developers.
- H. It is hereby agreed and confirmed by and between the parties hereto that in the event of any leakage or seepage is caused to the building, certificate issued by the Structural Engineer appointed for the said project will be final and conclusive proving that the said leakage and seepage is caused due to regular wear and tear or said leakage or seepage is caused due to destruction and damage caused by the Purchaser/s.
- I. The Purchaser/s hereby indemnify and keep indemnified the Developers that the Developers shall be only concerned or have agreed to give warrantee with regard to the construction of the building and the flat only if said flat is used by the Purchaser/s in usual manner as an ordinary prudent man would have used the said flat.
- J. It is hereby agreed and confirmed by and between the parties hereto that the Developers have also provided warrantee with regard to the outer column of the building. It is however agreed that in the event of any such damages and destruction is caused to the outer side column of the building of the Society, in that event if any the deficit is noticed in the said column or any part or portion of the said building for a period of 12 months from the date of receipt of the possession of the premises then in that event the Developers shall only be responsible and after the period of 12 months, thereafter there will be any leakage or seepage in the said building the Developers shall not be held responsible and/or liable since the warrantee given by the Labour Contractor is only for a period of 12 months only.
- K. The Purchaser/s hereby agree/s and confirm/s that he/she/they will use said flat agreed to be purchased by him/her/them in the proper manner and shall not remove any fittings/electrical fittings/plumbing etc. and in the event of the

Purchaser/s violating any of the terms and conditions, the Purchaser/s as well as other members of the Society will not be entitled to raise any dispute with regard to the warrantee which is given by the Purchaser/s to the Society.

- L. The Purchaser/s hereby agree/s and confirm/s that the undertaking given by the Purchaser/s to the Developers with regard to using said premises as an residential premises, without causing any obstructions and damages to the said building as well as the flat and the said indemnity will be binding on the Purchaser/s or on her/his/their assignees/transferees or any persons claiming through, by and/or under him/her/them after sale of the said premises by the Purchaser/s and the Purchaser/s hereby indemnify and keep indemnified the Developers even after said premises is sold by the Purchaser/s to third party.
- M. In the event of any dispute with regard to the said premises being used by the Purchaser/s, decision of the structural engineers shall be final and conclusive and will not be open for challenge by the Purchaser/s.

36. **DEPOSITS AND ADVNACE PAYMENTS OF THE MAINTENANCE CHARGES.**

- A. The Developers have agreed to carry out the construction work of the said flat, as per the sanctioned plan, which will be issued by the Collector, Alibag at Raigad. The Developers hereby agree and confirm to provide the amenities and specifications as more particularly mentioned in the list of amenities annexed hereto.
- B. The Purchaser/s hereby agree and confirm that prior to accepting the possession of his/her/their premises, the Purchaser/s shall take inspection of the said flat and confirmed with the Developers that the Developers have carried out the construction work in accordance with the sanctioned plan and also confirmed that the Developers have provided the amenities and specifications as mentioned in the list of amenities annexed to the agreement and that the amenities provided in the said flat are of the standard and the material used by the Developers is also of same standard as has been mentioned in the said list of amenities.
- C. The Purchaser/s after taking possession will not be entitled to raise any such dispute with regard to the specifications and amenities as well as the quality of the goods used for providing amenities.
- D. If Purchaser/s notice any defect in the said flat or the amenities provided to him/her/them it is the duty of the Purchaser/s to immediately point out the said defect to the Developers and that the said defect only after it is pointed out by the Purchaser/s prior to taking possession shall be rectified by the Developers. The Purchaser/s thereafter shall not be entitled to raise any dispute with regard to the quality and standard of the materials used for carrying out construction work of the said properties.

37. **MANAGEMENT AND MAINTENANCE OF TOWER BUILDING**

- A. After possession of the said flat is handed over to the Purchaser/s, the Developers shall appoint anAdhoc Maintenance Committee to manage the affairs of the said building and day-to-day management of the said building till the time a Co-operative

Housing Society is formed and registered by the flat purchasers through the Developers under the provisions of Maharashtra Co-operative Societies Act. The said Adhoc Managing Committee shall be held responsible and/or liable to manage said building and to maintain the day-to-day affairs of the said building.

- B. It is further agreed accepted and confirmed by the Purchaser/s that until the Cooperative Housing Society is formed and constituted for the maintenance and management of the facilities as mentioned hereinabove the Developers shall have full power, control and absolute authority to manage and maintain the said facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Developers shall be entitled to lay down such terms and conditions as regards payment by the Purchaser/s of premises in the said Tower Building regarding monthly maintenance charges of otherwise to enable the Developers to effectively maintain the facilities. The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Developers and the Purchaser/s shall have no right to question and dispute the decision of the Developers in regard to their powers and authorities for maintaining the said facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Developers the same shall be deemed as a breach of the terms of this Agreement and thereupon the Developers shall have the right to exercise the remedies under the law and as per the terms of this Agreement even though the Purchaser/s shall have not taken possession of the said premises and the Purchaser/s shall not have paid the consideration amount and all other dues under the said agreement. It is clearly understood by the Purchaser/s shall be liable to pay the aforesaid as mentioned hereinabove for the purpose of maintenance and management of the infrastructure, building and all other amenities provided in the aforesaid project as corpus fund is to be received by the Developer/S as deposit only and the interest accruing out of such deposit shall be only utilized in the event of there being major repairs and or replacements to the said infrastructure facilities and the Purchaser/s is/are hereby further informed that the day to day maintenance of the facilities such as street lights, salaries, security etc. other facilities within the said land shall be maintained out of the monthly maintenance charges to be paid by the Purchaser/s in that behalf promptly and regularly without default to the Developer and or the Society whereof the Purchaser/s will become a member and in the event of the Purchaser/s failing to pay the said monthly charges necessary actions shall be taken and remedies shall be obtained and adopted against the purchaser for the breach committed and such breach shall be construed as a breach of the terms and conditions of this Agreement which shall be deemed to be existing always as long is the Purchaser is the holder of the said premises and the Developer will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Developer and the Purchaser shall have no right to the said amount and the Purchaser shall not claim either refund there of or hold the

Developer liable in that behalf in any manner whatsoever. It is agreed that the Developer shall be entitled to utilize the said amount till the same are exhausted for the purpose of the aforesaid Agreement in respect of the maintenance of internal layout roads and repairs thereof including street lighting etc. It is also accepted and confirmed that the Developer will take reasonable care in evolving arrangement for the aforesaid maintenance work and made diligent efforts in that behalf. However, the developer shall not be liable for any act of commission or omission or failure in maintenance or repairs of internal road, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser to the Developer and the Developer will endeavor in reasonable manner establish a cooperative housing society or such body or institution as the Developer may deem fit so as to maintain the said internal layout roads, street lighting, playground etc. through the medium of such institution or body as the case may be. The Purchaser/s declare/s and confirm/s that the payment of the said sum as stated herein above is over and above the purchase price and also the various deposit agreed to be paid by the Purchaser and it shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. The Purchaser/s also agree/s to pay such further amount to developers or Cooperative Housing Society formed by the Developers for the expenses to be incurred in connection with the upkeep maintenance of the above said facilities and the Purchaser/s hereby agrees to render all such co-operation to the Developers, or the Society that may be formed, in maintaining in the best possible manner all such facilities as mentioned herein above in respect of the said Land.

38. **HOUSE KEEPING**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they will grant necessary co-operation and assistance to the said house-keeping service and shall not create any obstacles and will not prevent said house-keeping service from providing the same. The Purchaser/s hereby agree/s and confirm/s that he/she/they shall make his/her/their premises available for the purpose of house-keeping services from time to time and shall not use any objections and will not obstruct and prevent the said house-keeping service from performing her/his/their duties and the said house-keeping-services shall regularly maintain and manage the elevators, lifts, electricity lane, stilt plumbing, drainage line, water supply lane, electricals and garbage, redressal of all the member's complaints and grievances, collection of maintenance charges and property tax etc., managing and maintaining the affairs of the Society. The said house-keeping service will also be authorized to maintain the properties of the society in such a manner so that it will not cause any inconvenience to the members of the society. Said house-keeping servicer will collect property tax and other amounts, which will be required to be incurred over and above the usual property tax, maintenance charges and security charges etc., from the Purchaser/s.

- B. In the event of any dispute and differences by and between the Purchaser/s and the house-keeping committee, the same may be referred to the Developers and the decision of the Developers will be final and binding. The Purchaser/s will not be entitled to cause any inconvenience, hindrance or obstruction to the said house-keeping committee while performing their duties.

39. **UTILIZE FSI AND TDR**

- A. The Purchaser/s hereby grants his/their irrevocable power and consent and agrees to the Developer developing the said Land fully by constructing the said Tower Building and/or additional floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift, and by way of TDR or by purchase of floating FSI on the said Land and including loading up "additional construction" and the Developer selling the same and appropriating to itself the entire sale proceeds thereof without the Purchaser/s or other acquires of the premises in the said Tower Building and/or their common organization having any claim thereto or to any part thereof. The FSI and/or further additional construction shall always be the property of the Developers who shall be at liberty to use, deal with, dispose of, sell and transfer the same in any manner the Developer may decide. The Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including in the ground of inconvenience and/or nuisance. The conveyance of the said Land together with said tower Building being constructed thereon and transfer of rights and benefits of the Developers as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The developers shall be entitled to consume the said FSI by raising floor or floors on any structure and/or putting up additional structures and/or by way of extension of structures.

40. **LAYOUT**

- A. The Developer proposes to construct on the said amended plot of land 10 Towers building known as "(I) SAPPHIRE, (II) TURQUOISE, (III) DIAMOND, (IV) RUBY, (V) PEARL, (VI) TOPAZ, (VII) GARNET, (VIII) EMERALD (IX) AQUA MARINE and (X) SOLITARE, comprising of 9 towers building with stilt plus 32 upper storeyed while 10<sup>th</sup> tower building consists of stilt, podium and 40 upper storeyed(hereinafter referred to as the said "Tower Buildings") in a phasewise manner, and as may be approved/amended by Collector Raigad at Alibag or by all other concerned authorities and as per the layout Plans and Building Plans sanctioned by Collector, Raigad at Alibag, Alibag or by all other concerned authorities and which have been seen and accepted by the Purchaser/s with only such modifications as the Developers may consider necessary or as may be required by the Collector, Raigad at Alibag or by any other concerned authorities or such other concerned local authority. As part of such variation amendment or alteration in the layout and or in the building plans the Developers may change location of the said Tower Buildings and the Developers may also construct

additional areas by constructing additional floors to one or more of the said Tower Buildings and may also construct further building/s on the said Land as may be approved and permitted by the Collector, Raigad at Alibag or by any other concerned authorities. It is however, agreed by the Purchaser/s that the Developers shall only be required to obtain prior consent in writing of the Purchaser/s in respect of any variation or modification in the Building Plans which may adversely affect the premises agreed to be purchased by the Purchaser/s as hereinafter stated.

- B. The Developers shall be entitled in its own discretion to develop the entire said Land by constructing several buildings and other structures (as may be from time to time be permitted to be constructed). The Purchaser/s hereby also gives his/her/its irrevocable consent and confirms that the Developers may develop the said Land in a phased wise manner as the Developers may determine even after the Developers have given to the Purchasers possession of the premises hereby agreed to be sold to the Purchaser/s and the Purchaser/s further confirms that the Developers will be entitled to utilize any FSI presently available from the said land or any part thereof or consume transferable development rights (TDR) from other lands on the said land till the entire development of the said land is completed in all respects even after the Developers have given to the Purchasers possession of the premises agreed to be sold to the Purchasers. The Purchaser/s hereby agrees to give/s all the facilities and assistance that the Developer may require from time to time after the Developers delivers the possession of the said premises to be sold to the Purchaser/s but at the costs and expenses of the Developers so as to enable the Developersto complete the development of the said land in the manner that may be determined by the Developers. The Developers have commenced construction of the said tower Building.

41. **LAYOUT AND PHASEWISE DEVELOPMENT**

- A. The Purchaser/s hereby agree/s confirm/s that the Developers are carrying on the development in phasewise manner as per the layout sanctioned by MMRDA. Under said sanctioned layout, the Developers have taken the responsibility to provide (a) water harvesting scheme (b) SWD, (c) Internal Roads, (d) garden, (e) pathways, (f) side roads, (g) street lights cables, (h) gas pipe lines, (i) MTNL lines, (j) electrical cables for MSEDCL and all other concerned institutions and authorities from time to time. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not raise any obstructions and also will not claim any right over the said infrastructures, which will be provided to all the flat/shop/unit purchasers.
- B. The Purchaser/s hereby agree/s and confirm/s that the said infrastructure activities provided by the Developers exclusively belonging to the Developers and the Developers shall have full right, absolute authority and complete power to carry out necessary amendments, modifications, alterations and changes in

the design of the said infrastructure as may be directed by the concerned authorities as may be suggested by the Architect/Planning Authority and/or Planning Authority or any such other authorities from time to time.

- C. The Purchaser/s hereby agree/s and confirm/s that the Purchaser/s have no right to prevent the Developers from carrying out and making any amendment, alterations, modifications and changes in the said infrastructure as well as in the layout plan. The Purchaser/s hereby agree/s and confirm/s that she/he/they is/are aware that since the entire area where the plots of land are situated, which are being developed by the Developers without having any initial infrastructure and the entire infrastructure is also required to be provided not only the Developers, but also by the Planning Authority and by all other concerned authorities as may be appointed by the State Government/MMRDA/CIDCO or by all other concerned planning authority from time to time and in view thereof the Purchaser/s is/are fully aware and made known to him/her/them that the said layout plan/phasewise programme for development as well as the said infrastructure which will be provided on the said plots of land will be modified, altered, amended and/or substituted by the Developers from time to time as may be directed by the concerned authorities or by such planning authority or by the planning architect/master plan architect/planner/designer from time to time.
- D. The Purchaser/s hereby agree/s and confirm/s that except their right in the premises, which he/she/they has/have agreed to purchase from the Purchasers, the Purchaser/s will not has/have any right in any of the aforesaid infrastructure provided in the said development of the properties by the Developers viz. roads, pipes, paths and garden, market, curvature, roundabout, circle, circular road, junction, club, health club, shopping arena and all other infrastructure and amenities provided in the said layout while carrying out the phasewise development.
- E. The Purchaser/s hereby agree/s and confirm/s that he/she/they will be permitted to use the said infrastructure subject to the Purchaser/s agreeing to share and pay and incur the expenses, which are required to be incurred by the Developers for the purpose of constructing, maintaining, managing and continuously providing said infrastructures from time to time. The Purchaser/s hereby agree/s and confirm/s that with a view to avail the said facilities provided under said layout scheme and also with an intention to regularly maintain said infrastructure facilities available to the Purchaser/s as well as all his/her/their family members and all persons claiming through the Purchaser/s in that event the Purchaser/s hereby agree/s and confirm/s that the Purchaser/s shall regularly make payment of the charges, which will be levied by the said concerned authorities without raising any objection and/or any suggestions whatsoever nature.
- F. The Purchaser/s hereby agree/s and confirm/s that the Developers shall maintain a separate account with regard to the infrastructure provided in the said plots of

land including the cost, which will be incurred for engaging the service of an agency for maintaining, managing and up-keeping of the said services as will be provided in the said development. The Purchaser/s hereby agree/s and confirm/s that he/she/they shall not/will not be entitled to claim any right on the said infrastructure for making payment of the proportionate charges to the organizations, which will be appointed by the Developers. The Purchaser/s hereby agree/s and confirm/s that he/she/they has/have agreed to purchase only a Flat in \_\_\_\_\_ and in view thereof he/she/they will not raise any such claim against the Developers.

- G. The Purchaser/s hereby agree/s and confirm/s that she/he/they will not be entitled to raise any claim, action and demand and/or rights of whatsoever nature in any of the premises situated in the adjoining buildings, which are constructed on the said plots of land by the Developers and the Purchaser/s will not be entitled to raise any objection, demand and/or any dispute with regard to the development and construction work carried out by the Developers in phasewise manner by constructing the said buildings as per the plans, which are approved by the Collector, Raigad and/or by any other concerned appropriate authorities appointed from time to time.

42. **LAYOUT PLAN AND INFRASTRUCTURE**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they has/have taken the inspection of the layout plan sanctioned by the Collector, Alibag and have noticed that in the said layout plan, the concerned authorities had directed the Developers to provide recreation garden and all other amenities within the said properties. The Developers have accordingly tentatively provided the said recreation garden at the place shown in the said layout plan.
- B. The Purchaser/s hereby agree/s and confirm/s that in the event of any of the authorities for the purpose of carrying out development of various buildings, which have been constructed by the Developers in phasewise manner direct the Developers to modify/amend/change/alter/shift the location of the said recreation garden or location of all other amenities which will be provided in the said development to any other places in that event the Purchaser/s will not have any right to raise any claim and demand and/or to object to shifting of the said recreation garden and other amenities.
- C. The Developers however shall provide the recreation garden as per the rules and regulations framed by MMRDA or by the concerned authorities. The Purchaser/s hereby agree/s and confirm/s that the said recreation garden and all other common amenities shall be maintained by the Federal Society, which will be formed and appointed by the aforesaid three societies.
- D. The Purchaser/s hereby agree/s and confirm/s that various facilities, which are provided in the said garden shall be maintained, managed and looked after and attended to by the Developers initially or appointed nominee or agency and after

formation and registration of the Federal Society, the same will be maintained, managed and looked after by the said Federal Society.

- E. The Purchaser/s hereby agree/s and confirm/s that as per the provisions of Maharashtra Electricity Act and other concerned provisions application with regard to providing electricity to various buildings, which will be constructed under the said layout plan sanctioned by the Collector, Raigad, the Developers will be required to construct and provide electric sub-stations. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware about the said sub-station that will be provided by the Developers. The Purchaser/s hereby agree/s and confirm/s that under the provisions of the said act, the Developers may have to sign and execute a Deed of Conveyance/Deed of Lease and other documents thereby transferring and conveying the rights of the Developers on that portion of the property wherein said electric sub-station will be constructed alongwith the building standing thereon, which will be constructed thereon in favour of Maharashtra State Electricity Distribution Company Limited or any other suppliers.
- F. That the Developers with a view to carry out the joint development of the said entire project of developing said properties by amalgamating the same under Rental Housing Initiative, the Developers have accordingly prepared a tentative layout plan for development of the said properties, which is being scrutinized/sanctioned/approved through concerned authorities of MMRDA and/or such concerned authorities as may be appointed by MMRDA and/or by the State Government from time to time.
- G. That the Developers have accordingly as per the said tentative layout plan in which the Developers have shown phasewise development of the said properties, which will be carried out by the Developers in the manner as per the plans, which will be sanctioned by the concerned authorities from time to time.
- H. That the Developers while carrying out the construction work in phasewise manner have specifically represented and made known to the Purchaser/s that in the First Phase Development, the Developers have accordingly designed and started carrying out the construction work of 10 buildings and the subsequent phases are under planning and implemented by the Developers at later stage.
- I. that the Developers are in the process of preparing tentative plan of the further development in phasewise manner, which will be carried out by the Developers on the aforesaid amended properties.
- J. That the Developers have engaged the services of Architectural Firm for preparing the master plan for the entire development of the said amalgamated properties by the said renounced architectural firm.
- K. That the Developers have granted full authority and complete power of said Architectural firm for the purpose of making necessary changes/modifications and additions to the said master plan from time to time.

- L. That the Developers will be carrying out the development in phasewise manner in accordance with the said master plan, which will be sanctioned, approved and issued by MMRDA and all other concerned authorities that may be appointed by the State Government or by any other concerned authorities from time to time.
- M. That under said phasewise development as per the said master plan and the layout plan prepared by the Developers, the Developers may require to carry out modification, alterations, amendment and changes in the said layout plan and master plan as may be called upon and directed by MMRDA or by all other concerned authorities from time to time as may be appointed by the State Government for the said Rental Housing Initiative development.
- N. That for the purpose of carrying out the said phasewise development, the Developers will be carrying out the construction of roads, by-lane, paths, internal road, internal ways, side road etc. from time to time.
- O. That the Developers have full power and absolute authority to modify, change, alter, shift, transfer said roads, by-lane, paths, internal road, internal ways, side road etc. in the manner as may be required and as may be directed by the said architectural firm or by all other concerned authorities Of State Government from time to time and the Purchaser/s has/have agreed that he/she/they will not have any right or authority or power or claim to object and/or prevent the Developers from doing so.
- P. That the entire infrastructure for carrying out the said Rental Housing Initiative will be undertaken by the Developers with the assistance and corporation of various different agencies.
- Q. That the Purchaser/s has/have no right to object and prevent the Developers from carrying out any such modifications/alterations/changes as the Developers may deem fit and proper and as directed by the authorities concerned from time to time.
- R. That the Developers have utilized the FSI of the part of the said properties while constructing said 10 towers on the said plots of land, which are shown by red colour boundary on the plan annexed as Annexure "F" hereto. The Developers have for the first phase development of the entire Rental Housing Initiative had designed said building and started carrying out the construction work on an express understanding with the Purchaser/s that the Developers will not make any modification as to location of the said 10 buildings; however Developers will be entitled to modify/change/alter/amend/ad/delete any of the internal roads, by-lane, main road, connection road as may be required to be modified as per the directions of MMRDA and as per the directions of all other concerned authorities for better planning and for necessary requirements as per the law/rules and regulations as may be imposed by MMRDA and/or by all other concerned authorities from time to time.
- S. That the Developers have prepared the tentative plan with regard to the location of the said 10 buildings, which are sanctioned by Collector, Raigad at Alibag and all other concerned authorities and as per the said tentative plans, the Developers are constructing said 10 buildings wherein 9 buildings consisting of ground plus, 3

podiums plus 32 upper storeyed, while 10<sup>th</sup> building is consist of stilt, podium plus 40 upper storeyed.

43. **MODIFICATION OF LAYOUT**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they has/have no right to raise any objection to prevent the Developers from modifying/changing/deleting all the infrastructure facilities, which will be provided while carrying out the development of the said plots of land. The Purchaser/s is/are aware that the Developers will be entitled to provide certain area/certain parts of the aforesaid lands for future projects such as Monorail, Sky Bus, Skywalk, and all other mode of transport which will be undertaken by MMRDA and/or by any other authorities of State Government.
- B. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to obstruct, prevent and/or create any nuisance, obstructions and/or prevention to the Developers and all other concerned authorities from time to time from implementing and executing said project. On such project being implemented by the Developers and by the concerned authorities, in that event any additional FSI and/or incentive and/or any other development potential, which will be made available from the said properties or such portion of the said properties will exclusively belonging to the Developers and the Purchaser/s will not be entitled to claim and will not have any right of whatsoever nature on the said additional benefit and which will be available to the Developers from time to time from the concerned authorities.
- C. The Developers hereby represent to the Purchaser/s that since said properties are situated near the proposed international airport and all other such development, which will be undertaken by MMRDA and all other concerned authorities appointed by the State Government or by the Central Government from time to time in the event of any such authority acquiring any part or portion of the said properties on which the said development is carried out by the Developers and in the event of any such authorities carrying out any escalation work for laying down underground road/tunnels etc. and such any other infrastructure facilities as may be provided through the said properties, in that event the Purchaser/s will not have any right to obstruct and/or prevent the Developers and the said concerned authorities from acquiring said portion of the said properties for the said project. The Purchaser/s will not have any right over the benefit, which will be accrued or which will be provided by the concerned authorities.

**44. BUILDING PLANS**

- A. The said Tower Building shall be constructed by the Developer in accordance with the Building Plans prepared by their Architects and sanctioned by the concerned authorities as aforesaid with such modifications thereto as the Developer may incorporate therein as aforesaid.
- B. The Buildings Plans which have been inspected by the Purchaser are open for inspection on all working days during office hours at the office.

**45. TITLE**

- A. The Purchaser/s has/have prior to the execution of this Agreement, satisfied himself/themselves about the title of the owner/Developer to the said Land described in Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate the title of the owner/Developer and no requisitions or objections shall be raised in any manner relating thereto.

**46. INFRASTRUCTURE**

- A. The Purchaser/s hereby agree/s and confirm/s that the Developers have absolute unrestrictive right to maintain said infrastructure through their agency/assignee as may be appointed by the Developers from time to time and the Purchaser/s will not be entitled to prevent the said agency/assignee of the Developers from carrying the said development work.
- B. The Purchaser/s hereby agree/s and confirm/s that the Developers shall enter into any contract with such agency/assignee/organization in the manner the Developers may deem fit and proper and the Purchaser/s will not be entitled to obstruct and/or prevent the Developers from entering into contract/agreement.
- C. The Purchaser/s hereby agree/s. and confirm/s that the Purchaser/s will make payment of such charges coming to their share for the purpose of providing said infrastructure on carrying out the development of the said plots of land. The said charges will be calculated by the Developers after taking into consideration the expenses incurred for the purpose of laying down and providing said infrastructure facilities and the Purchaser/s will maintain, manage and upkeep the said infrastructure.
- D. The Developers will be entitled to charge, receive and collect from the Purchaser/s the expenses, which will be incurred by the Developers for providing infrastructure for developing, maintaining, managing and up keeping the same and/or for carrying out the renovation, alternations and modifications to the said internal infrastructure provided while carrying out the development of the said plots of land from time to time. The said expenses will be borne and paid by the Purchaser/s in the proportion to the area purchased by them from the Developers. The said amount will be regularly charged by the Developers and the Purchaser/s will be liable to pay the said amount to the Developers on demand being made by the Developers.

- E. The Developers will be entitled to alter, amend and change the said charges from time to time on the basis of the expenses incurred and on the basis of the cost incurred by them and on the basis of the escalation in price for managing and maintaining the said infrastructure facilities while carrying out the said development work of the said plots of land.

47. **APPOINTMENT AND TERMINATION OF ARCHITECT, CONTRACTORS AND CONSULTANTS**

- A. The Purchaser/s hereby agree/s and confirm/s that the Developers have unrestricted right to appoint architect/planners/engineers/labour contractors/sub-developers and all such labourers/workers and all the employees for the purpose of carrying out development of the said properties and the Purchaser/s is/are aware that the Developers will be carrying out the said development with the help of assistance and co-operation of the said persons/authorities/organizations from time to time.
- B. The Developers will be entitled to cancel the appointment of the said architect/engineers/contractors/labour contractors and all such organizations as may be appointed by the Developers from time to time for carrying out the development and construction work of the said project. The Developers will be accordingly entitled to reappoint and/or modify the terms and conditions and to enter into such contract as the Developers may deem fit and proper. The Developers will be entitled to appoint additional persons and/or organization for the purpose of carrying out the development of the said properties. The Developers shall be entitled to assign the work for development of the said properties to such organizations and/or said persons as the Developers may deem fit and proper

48. **RIGHT OF PURCHASER/S**

- A. The Purchaser/s is/are aware that except his/her/their right with regard to the premises, which he/she/they has/have agreed to purchase in the Tower Building known as \_\_\_\_\_ on \_\_\_\_\_ floor and the Purchaser/s has/have no right, title and/or interest and/or claim of whatsoever nature to obstruct, prevent and/or restrict and/or interfere with the development right to appoint said organizations, authorities, construction team and all such persons who may be employed or appointed by the Developers from time to time.

49. **DEED OF CONVEYANCE/LEASE**

- A. The Developers have represented to the Purchaser/s that since all the aforesaid properties, which are described in the Schedule hereunder written are amalgamated and the development of the said properties have been carried in phasewise manner as more particularly mentioned above, none of the plots of land on which individual

buildings of individual societies is constructed by the Developers can be sold, transferred and conveyed to every individual societies.

- B. The Developers have represented to the Purchaser/s and the Purchaser/s hereby agree and confirm that in view of the above that the plots of land alongwith the land appurtenant to the building, which is constructed for every individual societies, the Developers have agreed to sign and execute a Deed of Lease in perpetuity.
- C. The Purchaser/s hereby agree/s and confirm/s that the said Deed of Lease shall be signed and executed by the Federal Society in favour of the individual societies after a Deed of Conveyance is signed and executed by the Developers in favour of the Federal Society of all the plots, which are more particularly described in the Schedule hereunder written. The Purchaser/s hereby agree/s and confirm/s that in respect of the said Deed of Lease in perpetuity all the Societies will be liable to pay premium more than Rs. 50,000/- per month however all the societies will observe, perform, fulfill and comply with all the obligations casted upon them as lessees by the Federal Society. The Developers shall be a confirming party to the said Deed of Lease, which will be executed by the Federal Society. The Purchaser/s is/are hereby agree and confirm that they will be liable to pay stamp duty and registration charges payable on the Deed of Conveyance which will be executed in favour of the Federal Society and pay transfer charges for conveyance of Federal Society in the following manner:-

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3 BHK
1	Stamp Duty and Registration Charges payable on the Deed of Conveyance in favour of Federal Society	As applicable	As applicable	
2	transfer charges for conveyance of Federal Society	As applicable	As applicable	

- D. The Purchaser/s hereby agree/s and confirm/s that in all the aforesaid composite development of the aforesaid properties described in the Schedule hereunder written, the Purchaser/s will not and shall not be entitled to raise any claim and makes any demand for execution of a separate deed of conveyance of the plot of land alongwith the land appurtenant thereto situated around the Society's building in which flat/s has/have been agreed to be sold by the Developers to the Purchaser/s.
- E. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to raise any claim, action and demand with regard to copies of the conveyances, which will be executed by the Developers in favour of the Federal Society of all the said properties, which are jointly developed. The Originals of the said Deed of Conveyances shall remain with the Federal Society and the Individual Societies and more particularly flat purchasers will be only entitled for inspection of the said Deed

of Conveyances and will not be entitled to make any claim for originals of the said Deed of Conveyance.

- F. The Purchaser/s hereby agree/s and confirm/s that all the costs, charges and expenses, which are required to be incurred for the purpose of execution of Deed of Conveyance and for the purpose of execution of the said Deed of Lease and all other concerned documents, which are required to be executed for transfer of the title of the said properties in favour of the said individual societies/federal society shall be borne and paid by the Purchaser/s in proportionate to his/her/their shares in the premises agreed to be purchased by the Purchaser/s.
- G. The Purchaser/s hereby agree/s and confirm/s that the said Deed of Conveyances as well as the Deed of Lease shall be prepared and approved by the Advocate for the Developers and the Purchaser/s shall not be entitled to claim any objection and demand for the same. The Advocate for the Developers shall be entitled to finalize, approve and prepare said Deed of Conveyance/Deed of Lease in respect of the properties described in the Schedule hereunder written. The entire costs, charges and expenses, which are required to be incurred for the purpose of preparing, finalizing and approving all other expenses, which are required to be incurred including stamp duty and registration charges etc. payable in respect of the said Deed of Conveyance as well as said Deed of Individual Lease of the Societies alongwith property and building standing thereon shall be borne and paid in proportionate to the area of the properties agreed to be purchased by the Purchaser/s from the Developers abovenamed.
- H. The Purchaser/s shall not be entitled to raise any dispute with regard to the costs, charges and expenses, which will be levied and/or tried to be recovered by the Developers. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to make any demand for the originals of the said Deed of Conveyance/Deed of Lease. The Purchaser/s will only be entitled/permitted to take inspection of the said originals Deed of Conveyance/Deed of Lease and he/she/they will be provided with the copy of the certified copy of the said Deed of Conveyance/Deed of Lease on making payment of necessary charges.
- I. The Purchaser/s is/are aware that as per the Rental Housing Scheme sanctioned by the State of Maharashtra, the Developers are required to construct buildings consuming 1 FSI and to construct premises to be given to MMRDA under Rental Housing Scheme free of costs and in respect thereof the Developers are liable to sign and execute a Deed of Conveyance/Deed of Lease, thereby selling, transferring and conveying the properties on which said premises are situated under Rental Housing Scheme.
- J. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to raise any claim, makes any demand and initiate any proceedings with regard to the execution of the Deed of Conveyance/Deed of Lease thereby selling, transferring and conveying all the right, title and interest of the Developers in the said properties

on which the said flat for providing accommodation and premises to MMRDA under Rental Housing Scheme are constructed by the Developers. The Purchaser/s will not be entitled to demand any copy of the said Deed of Conveyance and other documents, which will be signed and executed by the Developers in favour of MMRDA and/or in favour of such Co-operative Housing Society, which will be formed and registered.

- K. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that after plans for development of the said properties are sanctioned by the Collector, Alibag the Developers are carrying out the construction work under Rental Housing Initiative and have accordingly agreed to provide certain premises free of costs to MMRDA and the remaining portion of the properties will be available for sale in open market hence the Purchaser/s will not be entitled to seek any sub-division of the said entire properties, which are being jointly developed by the Developers or portion of the plots of land on which buildings of the individual societies is constructed by the Developers in which flats has/have been purchased by the Purchaser/s from the Developers as also in view of the order passed by MMRDA the said conveyances shall be only executed in favour of the Federal Society.
- L. The Conveyance/Lease in favour of such Co-operative Housing Society shall be executed only after the said land shall have been fully developed by the Developer and all the flats and other premises in the said Tower Building are sold and disposed of. Until the execution of the Conveyance/Lease, the possession of the said land and the said Tower Building and premises therein shall be deemed to belong to the Developer and the Purchaser who shall have been given possession of the said premises agreed to be sold to him/her/them shall hold merely as a licensee thereof.
- M. In the event of any portion of the land being notified for set-back prior to the transfer of the premises to a Co-operative Society the Developer shall be entitled to receive the amount of compensation for such set-back land or F.S.I. in lieu of the same.
- N. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein will also pay a sum to the Developers sum as mentioned above which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the Purchaser/s making any default in payment thereof, regularly, as agreed to herein by him/her/them, the Developers will have right to the legal action against the Purchaser/s for recovering the same. After the Society or a private limited company is incorporated as aforesaid shall have been formed and the said Tower Building shall have been Conveyed/Leased to the Society or to the said private limited company, the Developers shall hand over the said deposit thereof to such society or to such private limited company. Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal Taxes (except Assessment Tax) and outgoings in respect of the items specified in the Fourth

Schedule hereunder written and such share to be determined by the Developers having regard to the area of each flats/shop/premises/parking space. The Purchaser/s will not be entitled to ask for adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser/s of the monthly outgoings in regard to the items as specified in the Fourth Schedule hereunder written shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser/s to pay the above mentioned charges on demand made by the Developers shall entitle the Developer to enforce their rights of the termination as mentioned above.

- O. Any Co-operative Society, Limited Company and/or Association of Purchaser/s of premises in the said Tower Building shall incorporate the name “**HEX CITY ---- CO-OPERATIVE HOUSING SOCIETY LIMITED**” in its name and that name will not be changed under any circumstances without obtaining permission of the Developers.
- P. The Purchaser/s shall allow the Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Tower Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Tower Building and also for the purpose of cutting off the supply of water and other services to the premises or any other premises in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property Taxes and other outgoings as also in the charges for electricity consumed by them.
- Q. The Deed of Conveyance/Lease and other documents for transferring the right, title and interest of the said Land being land appurtenant to the said Tower Building along with the said tower Building, as the case may be, shall be prepared by the Developer’s advocate and the same will contain such covenants and conditions as the said Advocate shall think reasonable and necessary having regard to the development of the said Land.

50. **REGISTRATION OF CO-OPERATIVE SOCIETY**

- A. The Developers have represented to the Purchaser/s that the Developers shall after completing the construction work and upon Occupation Certificate is issued by the concerned authorities take steps to form and register a co-operative society under the provisions of Maharashtra Co-operative Societies Act. The Developers have represented to the Purchaser/s that after Occupation Certificate is issued, the Developers shall put the Purchaser/s in possession of the said flat. However after handing over possession of the said flat, if the Purchaser/s refuses to grant co-operation to form a co-operative society and therefore the entire administration and the day-to-day management of the society are required to be handed over to the

professional house-keeping services then the Developers for the purpose of appointing said professional house-keeping services, which will be provided in the said society the Developers will be entitled to collect from the Purchaser/s necessary amounts.

51. **PAYMENT OF DEPOSITS AND OTHER CHARGES**

- A. The Purchaser shall on or before delivery of possession of the said premises make payment to the Developers various amounts as more particularly mentioned in this Agreement and also agreed to pay any other charges levied by MMRDA/Collector, Raigad at Alibag/State Government or other Public Body or any other authorities whomsoever relating to the development of the property described in the Schedule hereunder written.
- B. The Developers hereby represent to the Purchaser/s that under this agreement, various different charges, levy, maintenance charges, deposits, society formation charges, common infrastructure charges, water deposit, light security deposit, light resource, concretization charges for parking, major repair charges, sinking fund etc., and all infrastructure amenities and deposits etc., are agreed to be paid by the Purchaser/s at such rate and in such manner as more particularly mentioned in the above agreement; however, for the sake of convenience, said different charges, which are payable and agreed to be paid by the Purchaser/s.
- C. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that the aforesaid charges have been raised or claimed by the Developers presently on behalf of the Purchaser/s on the presumption that such expenses will be incurred by the Developers for providing said different amenities. The Purchaser/s hereby agree/s and confirms that when the actual amount payable by the Purchaser/s will be made known to the Developers, the Purchaser/s shall be liable to pay said amount and deposit the said amounts from time to time with the Developers without raising any objection or dispute thereon.

The Developers do hereby declare that the said flat bearing Flat No.\_\_\_\_\_, \_\_\_\_\_ floor, \_\_\_\_\_ Sq.ft. (carpet area) is shown delineated on a typical floor plan and thereon shown surrounded by red colour boundary line is the said flat. Hereto annexed and marked as **ANNEXURE "A"** is a copy of the said typical floor plan.

52. **PURCHASERS' LIABILITY TO PAY VALUE ADDED TAX AND SERVICE TAX**

- A. The Purchaser/s hereby agree/s and confirm/s that as per the amended provisions of Value Added Tax and Service Tax imposed by the State of Maharashtra on transaction of sale of the flats, the Purchaser/s of the

said flats are required to pay value added tax as well as Service Tax. The Purchaser/s hereby agree/s and confirm/s that the Purchaser/s upon execution of these presents shall simultaneously deposit with the Developers Service Tax as well as Value Added Tax that will be payable by the Purchaser/s at the rate as prescribed by the concerned authorities.

- B. The Purchaser/s hereby agree/s and confirm/s that if Purchaser/s do not make payment of the said Service Tax and Value Added Tax, the Purchaser/s shall be liable to pay interest and penalty, which may be levied by the concerned authorities. The Purchaser/s hereby agree/s and confirm/s that in the event of apart from the said Service Tax and Value Added Tax (VAT) if any other charges are levied by the State Government and/or by the CIDCO or by MMRDA or by any other local authority etc., in that event the Purchaser/s shall pay the said charges or deposit the said amount with the Developers without raising any objection of whatsoever nature.
- C. The Purchaser/s hereby agree/s and confirm/s that in the event of the Purchaser/s fail and neglect/s to deposit the said amount within a stipulated period as per the provisions of law on which the said payment is payable, in that event, the Purchaser/s hereby agree that he/she/they will be liable to pay interest at the rate 21% per annum on the said defaulted amount. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that prior to taking possession of the flat, the Developers on behalf of the Purchaser/s is/are required to pay various charges to different authorities such as development charges, water resource charges, light power resource charges, common infrastructure charges, amenities space for public service charges, which are more particularly mentioned hereinbelow: -

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3BHK
1	Development Charges	Rs.80,000/-	Rs.1,19,000/-	
2	Water Resources Charges	Rs.80,000/-	Rs.1,19,000/-	
3	Light/Power Resource Charges & Deposits	Rs.41,600/-	Rs.61,880/-	

- D. The Purchaser/s hereby agree/s and confirm/s that he/she/they will make payment of the said amount before taking possession of the said flat from the Developers. The Developers have represented to the Purchaser/s that in respect of the light/power resource charges, the same will be paid by the Purchaser/s into two different installments, which is consisting of deposit for providing electricity meter and other amount for providing

power resources charges. The Purchaser/s is/are hereby agree and confirm that they will be liable to pay security deposit for proportionate shares of taxes and other outgoings in the following manner: -

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3BHK
1	security deposit for proportionate shares of taxes and other outgoings	Rs.15,000/-	Rs.25,000/-	

53. **FORMATION OF SOCIETY AND FEDERAL SOCIETY**

A. The Purchaser/s shall pay necessary charges for formation and registration of their respective societies and the Federal Society and the said fees shall be paid by the Purchaser/s at the time of handing over the possession of the premises by the Developers to the Purchaser/s which Purchaser/s has/have agreed to purchase under these presents. The Developers shall deposit the said amount in a separate bank account operated by the Developers and the said amount shall be jointly used for the purpose of formation and registration of the Co-operative Societies and also for attending all other matters and deeds for formation and registration of the Societies. The Purchaser/s shall not object to the payment of the said charges for the aforesaid.

54. **SOCIETY AND FEDERAL SOCIETY**

- A. The Developers have represented to the Purchaser/s that a separate society, which will be formed for every Tower Building under the provisions of Maharashtra Co-operative Societies Act and the flat/unit/shop purchasers of every Tower will be members of the said independent society of every independent tower. The Purchaser/s is/are also aware that the Developers shall thereafter form a Federal Society, which will maintain and manage the internal infrastructure of all the said plots of land in which said 10 Tower Buildings have been constructed by the Developers.
- B. The Purchaser/s hereby agree/s and confirm/s that the Developers have agreed to form a Federal Housing Society of the societies of the flats, which will be constructed by the Developers on the said properties.
- C. It is hereby agreed and confirmed by the Purchaser/s that the cost of formation of the registration of the said Federal Society as well as the maintaining and managing the affairs of the said Federal Society as well as execution of relevant documents such as deed of conveyance etc. in favour of the said Federal Society shall be compensated by the Purchaser/s from time to time. The Purchaser/s has/have therefore agreed that the said various expenses, which are more particularly mentioned in the list, which is annexed hereto shall be paid by the

Purchaser/s at the time of taking possession of the said flat or shall be paid within a period of six months from the date of taking possession of their premises or shall be as and when Federal Society registered and the steps are taken to sign and execute a deed of conveyance of the said properties.

- D. Similarly, the Purchaser/s is/are aware that he/she/they is/are liable to pay various different charges towards stamp duty and registration charges, transfer charges for conveyance, security deposit for proportionate share of tax and others including 12 months advance maintenance charges, share money, application charges and entrance fees of the society and legal charges in the following manner: -

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3BHK
1	12 months advance maintenance charges	Rs. 34,560/-	Rs.51.400/-	
2	share money, application charges and entrance fees of the society and legal charges	Rs. 25,600/-	Rs.38,080/-	

- E. The Purchaser/s hereby agree/s and confirm/s that as and when a demand is made by the Developers for the aforesaid formation and registration of the Federal Society and therefore for payment of maintenance charges the same will be paid by the purchaser/s upon he/she/ they put in possession of the said properties by the Developers. If the Purchaser/s fail and neglect to make payment of the said amount it is at the option of the Developers to delay handing over possession of the premises to the Purchaser/s. The Purchaser/s hereby agree/s and confirm/s that in the event of the Purchaser/s commit default in making payment, the Developers shall be entitled to interest on the said amount from the Purchaser/s. List of the said payment required to be paid by the Purchaser/s are mentioned in the list annexed hereto.

55. **SOCIETY OFFICE**

- A. The Developers hereby agree and confirm that a society office will be constructed for maintaining records and for operating the day-to-day management of the society functions and the said will be constructed in accordance with the rules and regulations. The possession of the society's office will be handed over after the entire development is completed by the Developers. The Purchaser/s hereby agree/s and confirm/s that the said society's office will be used only for the purpose of carrying on the activities of the society and not for any other purposes. The possession of the said society's office will be transferred in the name of the society after the same is formed and registered.

56. **FEDERAL SOCIETY**

- A. The Purchaser/s hereby agree/s and confirm/s that the Developers or all body corporate or a Federal Society, which will be formed and registered by the Developers or by the said all societies, who will be members of the Federal Society will be entitled to recover from the Purchaser/s and the Purchasers hereby agree/s and confirm/s that he/she/they shall contribute and regularly make payment of such amounts so as to enable said Federal Society to maintain, manage and up-keep the entire infrastructure provided in the said layout. The Purchaser/s will not be entitled to claim any details and particulars about the expenses incurred by the said Federal Society and only deputed members of the Society will be members of the Society and the said deputed members, who will be representative of the said society, only will be on behalf of the Society entitled to inspect the accounts as well as the details and particulars of the expenses incurred by the said Federal Society for maintaining and managing the affairs of the said Federal Society with regard to its development and construction etc.
- B. The Purchaser/s hereby agree/s and confirm/s that it is only the deputed members of the respective societies will be entitled to claim such details and particulars about the expenses incurred by the said Federal Society. The Purchaser/s hereby agree/s and confirm/s that it is the said members from the individual societies, who are designated by the respective societies will be entitled to raise objection or suggestions and/or any other modifications with regard to the day-to-day maintenance, management and up-keepment of the said infrastructure. The Purchaser/s hereby agree/s and confirm/s that he/she/they will regularly make payment of such charges as may be required to be paid by the said Federal Society and intimated to the every members of the Society by the Secretary of the Society to adhere and/or to regularly observing and performing rules, regulations and bye law as may be formed and registered with regard to the management and maintenance of the said infrastructure by the said Federal Society.
- C. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that the Developers or an organization appointed by the Developers for the purpose of formation of the said Federal Society shall frame bye-laws as well as the rules and regulations as well as the modifications, which may be suggested by the Managing Committee Members of the said Federal Society. The Purchaser/s hereby agree/s and confirm/s that he/she/they will regularly follow, observe, perform and undertake to comply with said obligations towards the Federal Society.
- D. The Purchaser/s hereby agree/s and confirm/s that a regular meeting will be held of the said Federal Society, which will be attended by the representatives of every individual societies and the said representatives will have a right to give directions, instructions and also to vote in the said Federal Society for the purpose of taking any decision in the said General Body Meeting.
- E. It is hereby agreed and confirmed by the Developers as well as by the Purchaser/s that the decision taken by the said Federal Society in the meeting, which will be held

from time to time with regard to maintenance, management and up-keepment of the infrastructure and/or modifying the layout plan of the said Managing Committee members of the Federal Society in consultation with the Developers. No individual members of the individual societies will have any right to interfere with and/or disturb and/or seek any modification or changes in the said procedure as well as the said scheme finalized by the Developers with the said Federal Society.

57. **POWERS AND OBLIGATIONS OF FEDERAL SOCIETY: -**

- A. Federal Society will be a parent body, which is formed consisting of members appointed by every individual society.
- B. Federal Society will have minimum 10 members, who will be elected by each individual societies which are members of the said federal Society. All members of said Federal Society may pass a Resolution to increase its membership from 10 members to any number of members as they deem fit and proper.
- C. Federal Society being head of all the societies will have full power, absolute authority and complete control over the day-to-day management, with regard to the ownership right on infrastructure, as well as right, title and interest on the plots of land, which will be ultimately sold, transferred and conveyed in favour of the Federal Society.
- D. Federal Society will be entitled to exercise their powers with a view to protect said properties from encroachment. Federal Society will be fully authorized to take steps to demarcate the boundaries of the said properties. Federal Society will also be entitled to put up a board displaying the rights held by the Federal Society.
- E. Federal Society shall allot 10 shares to every individual members appointed by each of the society for Rs.50/- each. Federal Society will have full control and power about maintaining affairs of other societies as also maintaining the entire infrastructure around the said buildings.
- F. Federal Society will also be entitled to maintain, manage and look after the entire infrastructure provided in the said phasewise development. The entire costs, charges and expenses required to be incurred for providing keeping and/or managing affairs of the said infrastructure works as well as the maintaining the record of said infrastructure etc., shall be borne and paid by the individual Society. The said Federal Society will have full right and complete authority to protect the properties of the said Federal Society and it will have full control over the entire infrastructure provided under the said layout.
- G. Federal Society will control the day-to-day management of the Federal Society. Federal Society will make rules, regulations and bye-laws with regard to the day-to-day management, maintenance and management of the accounts and registers and all other original documents relating to the said properties and dealing with, disposing of and/or taking decision in managing the affairs of the said Federal Society.

- H. Federal Society shall always have a upper hand over all other members of the Society in view of the fact that the entire control for controlling the affairs of the said individual Society will be completely on the Federal Society. Federal Society will make rules, regulations and bye laws with regard to their day-to-day management with regard to their powers, authority and obligations, which will be casted upon them.
- I. Federal Society shall not allow any society to commit any breach or violate any of the obligations, rules, regulates and bye-laws framed by the Federal Society. Federal Society will have a right to accept verify, and control the rights of every individual Society. Federal Society is given full power and authority to inspect and verify the records maintained by the every individual society and to make copies of it.
- J. Federal Society will have a right to demand and recover from every members of the Society the expenses incurred by them for providing infrastructure facilities viz. all the common amenities mentioned in the said list of amenities.
- K. Federal Society shall make rules, regulations and bye-laws and also finalize the procedure to be followed with regard to the payment of auditor, Chartered Accountant, lawyers, surveyors, security guard, gardener, office boy, technician etc.
- L. Federal Society shall regularly maintain the accounts with regard to the expenses incurred by them for various different purposes. Federal Society shall get their account audited from their chartered accountant. The said account before finalizing will be circulated amongst every individual Societies.
- M. Federal Society may pass Resolution in the General Body Meeting granting additional membership to every member of the said 3 societies.

58. **FUNCTION OF FEDERAL SOCIETY**

- A. The Purchaser/s hereby agree/s and confirm/s that the Developers have proposed 3 individual societies while carrying out construction of building nos. 1 to 3. The Purchaser/s hereby agree/s and confirm/s that out of the said 10 buildings, Building Nos. 1 to 3 will form a one society, Building Nos. 4 to 9 will form 2<sup>nd</sup> society and Building No. 10 will form 3<sup>rd</sup> Society. The Purchaser/s is/are aware that with a view to form a Federal Society, it is agreed that the Building Nos. 1 to 3 will appoint 4 members from their society, who will be members of the Federal Society. Similarly, Building Nos. 4 to 9 will appoint six members from their Society, who will be members of the Federal Society. Building No. 10 will appoint 2 members from their society, who will be members of the said Federal Society. The Purchaser/s is/are aware that from the aforesaid 13 members, a Federal Society will be formed of all the aforesaid 10 buildings for the purpose of managing, maintaining and up-keeping the infrastructure as well as the properties belonging to all the buildings.

- B. The Purchaser/s hereby agree/s and confirm/s that the said Federal Society will be formed and registered with an intention to manage, maintain and regularly look after the day-to-day management of all the said 3 societies and to maintain, manage and look after the day-to-day affairs of the said 3 societies and also to manage, maintain and operate the entire infrastructure of the aforesaid properties in which said 10 buildings are constructed and situated. The Purchaser/s is/are aware and fully agree and confirm that the members of the said Federal Society will be held by the aforesaid 3 societies in the above-referred proportion and the said proportion will be taken into consideration while registration of the Federal Society.
- C. The Purchaser/s hereby agree/s and confirm/s that the aforesaid 13 members of the aforesaid 3 societies, who will be members of the Federal Society will be appointed by every members of the above-referred 3 individual members and the said members either will be selected with the consent of all the members or in the event of there being any dispute, said members may be appointed by election.
- D. The Purchaser/s hereby agree/s and confirm/s that the bye laws of every individual society will be prepared by the Federal Society and in the said bye laws the procedure to be followed for appointment of the members on behalf of the said individual society to the said Federal Society shall be finalized, approved. The Purchaser/s hereby agree/s and confirm/s that the members of the said Individual Society may appoint the Managing Committee Members of the Individual Society as Representative and/or Member of the said Federal Society.
- E. The Purchaser/s hereby agree/s and confirm/s that the members from every individual society who will be appointed as member of the Federal Society shall also furnish a bond as prescribed under Section 43 of the Maharashtra Co-operative Societies Act. The Purchaser/s hereby agree/s and confirm/s that the said members, who are appointed as members of the Federal Society, will accordingly finalize the bye laws, rules and regulations as well as the powers, duties and obligations of the Federal Society with regard to its day-to-day management, maintenance and up-keepment of the entire infrastructure provided in the said complex by the Developers.
- F. The Purchaser/s hereby agree/s and confirm/s that all the members, who are appointed as members of the Federal Society will lose his/her/their right as member of the Federal Society after he/she/they has/have sold and transferred his/her/their premises in his/her/their society to third party; however on such sale and transfer of the premises, said transferee/purchaser of the premises will not automatically get the right to become the members of the Federal Society. On the members of the Federal Society selling and transferring his/her/their premises, he/she/they will automatically ceases to be member of the Federal Society then the managing committee of the Federal Society appoint another

member from the respective society as representative/member of the Federal Society within a period of 1 month from the date of sale.

- G. The Purchaser/s hereby agree/s and confirm/s that the membership right of the Federal Society is not transferable and no member of the Federal Society will have a right to create any encumbrances of whatsoever nature in the said membership of the Federal Society. On death of the said member of the Federal Society, his/her/their legal heirs will not be entitled to claim right on the membership of its society. It is only upon appointment of the said Member by its Society by passing appropriate Resolution in the General Body Meeting or in the Special General Body Meeting a new member/representative member of their respective societies after the death of the said member will be appointed.
- H. The Federal Society will accordingly issue share certificates to every individual society in proportionate to what is stated herein above viz. 40 shares will be issued to the Society of the Building Nos. 1 to 3, 60 Shares will be issued to the Society of the Building Nos. 4 to 9 and 30 shares will be issued to the Society of the Building No. 10 each will be of Rs. 100/- each. Every individual society will deposit with the Federal Society a sum of Rs. 1 lakh per share as adhoc repair fund so as to enable the Federal Society to make repairs, renovation and maintenance to the entire infrastructure of the said properties.
- I. It is accordingly agreed and confirmed that the Society of the building Nos. 1 to 3 will deposit a sum of Rs. 4 lakhs, society of the building Nos. 4 to 9 will deposit a sum of Rs. 6 lakhs and the society of the building no. 10 will deposit a sum of Rs. 3 lakhs with the Society at the time of formation and registration of the said societies. Apart from above, sinking fund the following amounts will be deposited by every societies, a sum of Rs. 10 lakhs will be deposited by the society of the building No. 1 to 3, a sum of Rs. 15 lakhs will be deposited by the society of the Building Nos. 4 to 9 and a sum of Rs. 7.5 lakhs will be deposited by the society of the Building No. 10 with the Federal Society as the adhoc sinking fund. A separate bank account will be opened and operated on behalf of the Federal Society by the Managing Committee Members appointed from the Societies, which were so appointed and delegated by every Society. The said managing committee members of the Federal Society shall have powers, authority and right to exercise the rights held by the Federal Society with regard to the day-to-day management as well as maintenance of the infrastructure as well as the common facilities, which are provided to the members of the aforesaid 3 societies. The Managing Committee Members of the Federal Society will have a right to operate bank accounts and utilize funds, which are made available from the reserved fund. The sinking fund which is deposited with the Federal Society will be utilized only for the purpose of carrying out major repairs and renovation of the societies.
- J. Apart from above, every member of the said three societies shall also contribute towards quarterly repair fund and sinking fund so as to make available with the

Federal Society sufficient fund to meet the necessary expenses, which are required to be incurred for managing, maintaining and operating various functions and duties casted upon them. The Federal Society will issue from time to time receipts for the payments so made by the every individual society. The account in respect of the expenses incurred and the amounts received from the aforesaid 3 societies will be maintained and managed by the managing committee members of the Federal Society. Office of the Federal Society will be situated within the club house or at such plan as may be finalized by the Developers. The said office will kept open from 10.00 a.m. to 2.00 p.m. The Federal Society shall also maintain all other records viz. title deeds relating to the said properties and transfer deeds executed by every members inter-se. Accounts of the Federal Society will be properly maintained by the Managing Committee Members of the Federal Society and the same may be audited by the Chartered Accountant of the Federal Society. The Accounts audited will be thereafter circulated/provided to all the said three societies and will be getting approved and sanctioned by every individual society from time to time.

- K. Every member of the aforesaid 3 societies will have a right to demand any explanation and also will be entitled to seek necessary documents and records in respect of the necessary expenses incurred by the said 3 societies and the said Federal Society. If any of the member of the Federal Society has failed and neglected to pay maintenance charges and other charges payable to their respective societies and he has been declared as defaulter member by their societies and if any dispute is filed or initiated against the said member by its society, in that event, the said members shall immediately ceases to be a member of the Federal Society and he will not be entitled to exercise any of the rights as the member of the Federal Society. Federal Society will be accordingly entitled to appoint a new member in place of the said member, who has been removed or any dispute is pending against him.
- L. Federal Society will have a right of entering into correspondence with MMRDA/CIDCO and all other concerned authorities from time to time for and on behalf of the all the societies with regard to the common amenities/infrastructure provided in the said properties. Federal Society will also resolve the dispute, if any raised between two societies and the said Federal Society will try to resolve said dispute between any two societies with regard to their rights arising from the infrastructure such as road, gardens, park, by-lanes etc., which is provided under the project. As far as possible no member of the Federal Society will raise any dispute amongst the said individual societies. In the event of any of the said dispute do not resolve by the Federal Society, in that event, the Federal Society may take steps to adjudicate the said dispute through the court. The decision of the Federal Society with regard to the dispute by and between two societies inter-se should be final, conclusive and binding on the disputing society. Federal

Society will always work for the benefit and for up-keepment and for taking care of the rights of the members of all the societies.

- M. With regard to any decision in respect of carrying out repairs, renovation, redevelopment and/or demolition of the existing infrastructure and carrying out redevelopment of the said infrastructure will be responsibility of the Federal Society to manage, maintain and look after the same. All the original documents such as sanctioned plan, letter of intent, Commencement Certificate, Sale Permission, telephone bill and electricity bill and all other documents, which will be managed and maintained by the members of the Federal Society, every individual societies if they desire to take inspection or required to produce said original title deeds in any court of law or before any concerned authorities they may apply to the Federal Society and after scrutinizing the said application, the Federal Society will grant Xerox copies of the said documents on such terms and conditions as may be fixed by the Federal Society.
- N. No member of the Federal Society will be entitled to remove any of the original documents such as sanctioned plans, Commencement Certificate etc., from the office of the Federal Society and they can only apply and obtain Xerox copies of the said documents. All the aforesaid original documents will always be available in the office of the Federal Society for inspection and for taking out copies thereof; however, no member of the aforesaid 3 societies can create any charge, lease, lien, mortgage etc. on the said original documents.
- O. No member of the Federal Society will create any encumbrances on the said infrastructure as well as in the common properties of the Federal Society including original documents of title relating to the said properties and all the said original documents shall be preserved and maintained by the Federal Society and its members. Federal Society will have a right to direct all the members of the aforesaid three societies with regard to their management of the affairs of their respective societies as well as the bye-laws, rules and regulations, which will be adopted and/or modified by the said societies, which will not in any manner obstruct, interfere with and/or cause any hindrance in the day-to-day maintenance in the affairs of the said Federal Society. The decision of the Federal Society will supreme to any such directions given by the Federal Society to individual societies and the said members of the aforesaid societies will have to accept the said decision and under no circumstances any of the said member societies can raise any dispute and object to the said decision of the Federal Society. Copies of the rules, regulations, bye-laws as well as any amendment made in bye-laws, rules and regulations by every individual society will be made available and will be deposited with the Federal Society and the said bye-laws, rules and regulations will not be implemented till the time they are sanctioned, approved and accepted by the Federal Society.

- P. Federal Society will have a right to recover the amounts, which are due and payable by every individual society and in the event of the said individual societies committing any default in making payment of regular repairs charges, sinking fund etc., which are payable to the Federal Society, the Federal Society will be entitled to recover the same by initiating appropriate proceedings under the provisions of Maharashtra Co-operative Societies Act and in the event of any of the societies commit default and did not make payment of the said amount, in that event the said individual societies and its members will not be permitted to use the common amenities such as health club, recreation garden, community club and all other common facilities, which are provided by the Federal Society till the time said dues are not paid and cleared by the said individual society. Federal Society will also be entitled to recover interest on the outstanding defaulted amount from the individual societies.
- Q. Federal Society shall from the funds, which are generated or made available or paid by the individual societies use it for the purpose of carrying out repairs, renovation as well as the maintenance of the infrastructure viz. road, bye-lane, garden, lights, sewerage, water course, junction etc.. property tax and all other outgoings in respect of the club house, health club and all other common premises including office premises of the Federal Society from the said amount generated from all societies.

59. **REFUNDS OF DEPOSITS**

- A. It is further agreed between the Developers and the Purchaser/s that at the time of execution of Conveyance/Lease in favour of Co-operative Housing Society that may be formed by all the Purchaser/s, as stated in Clause 31 hereinabove, the Purchaser/s and/or the said society shall reimburse to the Developers cost of all permissions and other refundable deposits paid by the developers to the various concerned/Local Authorities in respect of the said Tower Building or buildings or complex or part or in full.

60. **COMMON ACCESS/RIGHT OF WAY**

- A. The Developers have represented to the Purchaser/s that the construction and development of the amalgamated plots of land is carried out in phasewise manner and the access for entering into the said property is provided, which will be forming as part and parcel of the right of access available to all the persons entering the said properties and in view thereof the Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to claim any exclusive right of access and the said common access will be used permanently by all the flats/shops/unit/premises purchasers, which are being developed by the Developers and no particular access or particular right of access will be claimed by any persons whomsoever.
- B. The Purchaser/s hereby agree/s and confirm/s that he/she/they will sign and execute a separate undertaking in favour of the Developers thereby indemnifying the

Developers that neither the flat purchasers nor any persons claiming through, by and/or under the said purchasers will obstruct and interfere with and/or cause any hindrance or prevent the Developers from using the said access and the entire layout will be using the right of access of the said properties.

- C. The Purchaser/s hereby agree/s and confirm/s that the entire costs, charges and expenses of maintaining the said right of access/roads will be borne and paid in proportionate by every purchasers including the purchaser/s, who had purchased the premises in the building or any other phase's thereafter, which have been constructed in the 2<sup>nd</sup> phase and 3<sup>rd</sup> phase or any other phases thereafter. The Purchaser/s as well as any subsequent Purchaser/s will not be entitled to claim any exclusive right of access for reaching to the said properties. The Developers have unfettered right to transfer/allow/permit any flat/shop/unit/premises purchasers or other adjoining people/persons to use the said right of access and will not be entitled to obstruct or prevent the Developers from carrying out the development and construction work. The Developers shall also be using the said right of access for carrying out the remaining development and construction work by constructing other buildings from time to time and for that purpose, the Developers as well as the sub-contractors/labour contractor and other persons, which will be employed by the Developers, will be entitled to use the said right of access together neither Purchaser/s nor other purchasers of flats/unit/shops/premises and their family members/representatives will be entitled to claim any right or demand on the said right of access.
- D. The Developers hereby agree and confirm that in the event of there being any modification in the layout and due to any rules and regulations, the Developers are required to change the said right of access, in that event the Purchaser/s or any other persons claiming through, by and/or under him/her/them as well as the society will not be entitled to object and prevent the Developers from changing the alignment/relocation of the said right of access to such other places as required to be modified or relocated for the purpose of better development of the said properties and as per the amended layout plan directed by MMRDA or by all other concerned authorities.
- E. The Developers have exclusive right to completely change the said right of access and discontinue usage of the right of access for the purpose of construction of the building or for relocating the garden as well as for any other purpose, which are agreed to constructed in phasewise manner as per the amended layout plan, which will be sanctioned by the concerned authorities from time to time. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to raise any claim, action and demand against the Developers and also not entitled to claim any FSI setback FSI or any other FSI which will be permitted to be used or allowed to be used by the concerned authorities to the Developers and the said FSI will exclusively belonging to the Developers.

- F. The Developers have represented to the purchaser/s that in the event of change/relocation of the right of access due to changes made in the layout in that event the Developers shall take steps to re-locate the existing drainage system, water lane, sewerage lane and all other services passing through or under the right of access at their own costs, charges and expenses. The Purchaser/s shall not be entitled to obstruct or prevent the Developers from shifting of the said underground services from their existing place to other places.
- G. that presently an access to the said entire project will be given from N.H-4 subject to the rules, regulations, modifications and alterations in the permission, which will be granted by the concerned authorities from time to time and the Purchasers will not have any right to impose any restrictions/covenants or any specific directions to the Developers and it is at the full description and authority of the Developers to make such modifications/changes/variations/deletion/additions to the said road with regard to its width, length, size, curvature and/or alignment in the manner in which the Developers may deem fit and proper.

61. **CUSTODY OF ORIGINAL PERMISSION AND SANCTIONS**

- A. The Developers shall upon formation of the individual societies provide to the said societies certified copies of the sanctioned plan, Commencement Certificate etc. issued by the concerned authorities from time to time including floor plan of the said building. In the event of the Federal Society is formed and registered, the Developers shall then accordingly provide certified copies of the layout plan as well as the plans for internal roads etc., to the Federal Society. The Developers shall also handover copies of the vouchers, receipts and bills with regard to payment of electricity charges, water charges, property taxes etc., to the concerned authorities with regard to the building in which said flat is situated and which is agreed to be purchased by the Purchaser/s to the Federal Society. The said documents will be accordingly handed over after accounts are finalized to the Managing Committee of the Society, which will be formed and registered.

62. **INTERNAL ROAD**

- A. The Purchaser/s is/are also aware that after taking inspection of the said layout plan sanctioned by the Collector, Alibag that the Developers have agreed to provide 9 Meter and 12 Meter internal roads for reaching to various Tower Buildings and for manueing vehicular traffic inside said development plots of land. The Purchaser/s hereby agree/s and confirm/s that the said internal roads will exclusively belonging to the Developers and the Developers and their assignees/sister concern/representative/agencies and all other persons/organizations claiming through the Developers will be entitled to use said internal road as access road for ingress and egress and for all the times to come and for their vehicles, trucks and all such construction machineries from time to time for the purpose of carrying out the construction and development of their adjoining plots of land.

- B. The Developers have represented to the Purchaser/s that after the entire development & construction is carried out of construction of said 10 buildings, the MMRDA directs the Builder to declare the said internal road as Public Roads & thereafter if orders & directs the Developers to handover the said internal road, Public Road, the Purchaser/s hereby agree/s& confirm/s that he/she/they will not have any right to object or to prevent the Developer of handing over the said Public Road or internal road to MMRDA.
- C. The Purchaser/s is/are aware that the Developers or their assignees/sister concern/representative/agencies and all other persons/organizations claiming through the Developers will be carrying out the construction and development of the adjoining plots of land in phasewise manner upon carrying out the construction and development work of the said 10 Tower Buildings.
- D. The Purchaser/s is/are aware that the Developers may or may not have any other approach road for reaching to their other properties, which are situated adjacent to the plots of land in which said 10 Tower Builders will be constructed, which are presently admeasuring 7.5 Acres. The Purchaser/s is/are aware that the Developers will be entitled to enforce a negative covenant against the Purchaser/s for uninterrupted user of the said internal roads, Recreation Garden and all such open spaces and common facilities as may be required to be used for the purpose of future development of their adjoining plots of land and the Purchaser/s will not be and shall not be entitled to exercise any right to restrain and/or refrain and/or prevent the Developers from using the said internal road/access road and all other common infrastructure facilities, which will be provided while carrying out the development of the said plots of land.
- E. The Purchaser/s is/are aware that the Developers have a right to assign, transfer, release, surrender and give the said internal roads to their assignees/sister concern/representative/agencies and all other persons/organizations to all times to come and the Purchaser/s or all persons claiming through him/them will not be entitled to obstruct and/or prevent and/or restrict the user of the said right of way/internal road and all other common infrastructure facilities from all times to come.
- F. The Purchaser/s hereby agree/s and confirm/s that the Developers shall be entitled to modify, alter, amend and/or change the said width, length, location, size, alignment, curvature, roundabout, circle, circular road, junction etc. of the said internal road in the manner as Developers may deem fit and proper and the Developers also will be entitled to align, shift, transfer, modify, delete and alter the said internal roads and all common infrastructure facilities as may be directed by the concerned authorities and the planners/architect and all other concerned authorities from time to time and the Purchaser/s or anybody claiming through the Purchaser/s will be entitled to raise any objection/obstructions/prevention to the

Developers from changing, aligning, transferring, modifying, deleting and altering said internal roads and all other common infrastructures.

- G. The Purchaser/s is/are aware that apart from modifications/alignments/additions/changes of the said internal roads and all other common infrastructure facilities, the Developers will be entitled to change the position of Storm Water Drain, Water Pipe Line, Electrical Sub-Station, MTNL Lane, Gas Pipe Line, Cable, Ducts, Fiber Optic Cable and all other infrastructure facilities, which will be required to be laid down under the said internal roads and over the said internal roads or on such manner as the Developers their planners, architect and the planning authority or such authority as may be directed to the Developers by the concerned authorities from time to time.
- H. The Purchaser/s is/are aware that in the event of any change in the alignment and shifting, changes and additions made in the position of the said internal road and in the common infrastructure facilities the Developers will be entitled to shift/relocate/change/delete/add the position of the street light, electrical sub-station, mobile signal transmitting tower and amplifier thereof, digital loop control, C.C TV Camera etc. .
- I. The Purchaser/s hereby agree/s and confirm/s that the Developer will be entitled to use such part of the said plots of land as well as such part of the said internal road or such part of the terrace of the said 10 Tower Buildings or such part of the area of the said recreation garden for the purpose of installing street light, electrical sub-station, mobile signal transmitting tower and amplifier thereof, digital loop control, C.C TV Camera etc. and all other service providers of various companies. The Purchaser/s will not be entitled to raise any objection/obstructions/prevention for the aforesaid.

63. **DISPOSAL OF GARBAGES**

- A. The Developers hereby represent to the Purchaser/s that he/she/they will be allowed to dispose of their wet garbage as well as dry garbage outside Societies or building. A separate garbage collection system will be adopted by the Developers and the said dry as well as waste garbage will be accordingly disposed off by the said collecting agency appointed by the Developers.
- B. The Purchaser/s hereby agree/s and confirm/s that he/she/their or his/her/their family members or any persons claiming through him/her/them will not destroy and damage any of the societies' properties in the said building or in its compound as well as in the adjoining area and tried to maintain said building as well as its adjacent land appurtenant thereto and in clean habitation condition and shall not throw any garbage in open area. If said garbage collecting agency had noticed or brought to the notice of the Developers and thereafter to the Federal Society and/or to the managing committee of the Society that the Purchaser/s or his/her/their family members/representatives have damaged and/or caused any nuisance to the other purchasers or stored any garbage in the compound or near the flat or open area near

flat in that event the Purchaser/s may be fined as the Developers may deem fit and proper.

- C. The Purchaser/s hereby agree/s and confirm that he/she/they will keep two separate bins one for dry garbage and another for wet garbage and accordingly the same will be collected by the Garbage Collecting Agency and he/she/they will regularly make payment of the charges which will be levied by the said Garbage Collecting Agency for collection and disposing off said garbage and shall make payment of the said charges alongwith their maintenance charges.

**64. SECURITY AGENCY**

- A. The Developers hereby agree and confirm that with a view to protect the properties of the society, the Developers shall engage the services of security agency and the said security agency will protect the properties of the Society. The Purchaser/s hereby agree/s and confirm/s that he/she/they shall regularly make payment of the charges coming to his/her/their shares for providing said security system and after a society is formed for a period of 2 years, the society will also continue with the said security system with a view to enable the Purchaser/s to properly secure their life and properties etc.,
- B. The Developers shall handover the list of all the members and security guards, who will be employed by the Developers so as to enable the society and its members to maintain the same.
- C. The Developers hereby agree and confirm that the said security agency as well as the security guards will not be appointed on contractual basis so that provisions of Contract and Labour Act will not be applicable. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not be entitled to raise any objection and/or interfere with the administration of the security agency. The Developers will employ said security agency in such a manner not only the estates and properties of the society and the building in which said flat is situated being purchased by the Purchaser/s but also in respect of the adjoining buildings and the society so that the expenses of the said security agency will be minimized and it will be convenient for the society to maintain and record of the society as well as the common properties forming part of the entire layout.

**65. ELECTRIC SUB-STATION AND LAYING CABLES**

- A. The Developers hereby agree and confirm that they will not be entitled to raise any objections and dispute with regard to the sale and transfer of the said portion of the property in favour of Maharashtra State Electricity Distribution Company Limited. The Purchaser/s hereby agree/s and confirm/s that the said electricity supply company will be entitled to put their sub-stations at such places as the said electricity supply company may decide with a view to enable them to regulate, control, manage and provide the electricity supply to various concerned buildings to be constructed thereon.

- B. The Purchaser/s hereby agree/s and confirm/s that presently said sub-stations are shown at the place as more particularly shown in the layout plan submitted by the Developers to the Purchaser/s; however the location of the said sub-station shall be changed by the said electricity distribution company or if directed by MMRDA or any other concerned authorities at the time of sanction of plans and that the Purchaser/s will not be entitled to raise any objection and cannot claim any right in the said property.
- C. The Developers may be directed by Maharashtra State Electricity Distribution Corporation Ltd. (MSEDCL) to grant a Lease or by Conveyance certain portion of said plot for enabling MSEDCL to construct a separate Electricity Sub-Station for providing electricity connection to all the said 10 buildings alongwith all such other building which will be constructed while carrying out development of the said Hex City Project.
- D. The Purchaser/s hereby agree/s & confirm/s that he/she/they will not be entitled to raise any objection to protest or to object the Developers or MSEDCL from executing Lease or Conveyance thereafter carrying out construction of said Electricity Sub-Station.
- E. The Purchaser/s hereby further agree/s & confirm/s that the said MSEDCL will also be entitled to lay down cables, Electricity lines, pipes, boxes, connections passing to the said property in a manner the said MSEDCL decide.
- F. The Purchaser/s hereby agree/s & confirm/s that he/she/they will not be entitled to raise any objection preventing MSEDCL from digging up any portion of property for laying down cables, pipes, electricity lines for providing connection to various building including other building as the MSEDCL may decide.
- G. The Developers hereby represent to the Purchaser/s that from time to time necessary charges will be required to be paid by the Developers and after completion of development of the said properties as per the layout plan sanctioned by the concerned authorities, the Purchaser/s will be liable to pay certain charges for providing said electricity connection through said sub-station.
- H. The Developers may provide power Generators to each of the building which will be constructed under phase wise development. The Electricity in the said Power Generator will be strictly used by individual Society only for Common Lights, Street Lights, Compound Lights for operating lifts & stair case lights & shall not be used for providing Electricity to individual flats.
- I. It is at the option of the individual flat purchaser to make their own arrangement with the help of mini Generator UPS system for enabling them to avail the power when the regular power is not available.
- J. The Purchaser/s hereby agree/s and confirm/s that he/she/they will regularly make payment of all such charges as may be maintained by the concerned electricity supply company for using said properties as mentioned above. The Purchaser/s hereby agree/s and confirm/s that in the event of the electricity supply company or

any other authorities direct the electricity supply company to shift and transfer the location of the said electricity sub-station in that event the Purchaser/s will not be entitled to raise any objection, claim and demand with regard to the location of the said electricity sub-station. The Purchaser/s will also be liable to pay certain amount to be paid to the said authorities as may be demanded by the said concerned authorities from time to time without committing any default. All documents, which are signed and executed by the Developers after formation of Federal Society, relating to the construction of the said sub-station and execution of the Deed of Conveyance will be kept in the custody of the Federal Society at the Federal Society's office or with the Developers till the time Conveyance of the said properties falling under layout is not executed. After Deed of Conveyance is executed, all the said original documents shall be handed over to the Federal Society and the Purchaser/s will be only entitled to inspection of the said documents from the office of the Federal Society.

- K. The Developers hereby represent to the Purchaser/s that the electricity supply company with a view to provide electricity connection for the purpose of operating sky bus, metro rail network, elevated roads and/or any mode of transport may provide electric cable, which will be passing underground and/or passing overhead and for the purpose said electricity company or Developers or sub-developers or any other contractors appointed by the Developers will be accordingly entitled to lay down such cable, underground cable, overhead cable etc., or providing said cables passing through said building or such portion of the said properties as the electricity company may deem fit and proper.
- L. The Purchaser/s hereby agree/s and confirm/s that he/she/they shall not have any objection only for common lights, lift and staircase and will not be entitled to raise any dispute or create any nuisance or obstruction for laying down cables, overhead and underground.
- M. The Purchaser/s hereby agree/s and confirm/s that while carrying out said development, if Developers are required to provide some area/portion of the said plot of land from the properties described in the Schedule hereunder written to MSEDCL or any other government organization for construction of electric sub-station or for constructing 4 towers or for any other purposes whatsoever, in that event, all costs, charges and expenses, which will be incurred by the Developers and which will be recovered by said authority shall be payable by the Purchaser/s in proportionate to the area agreed to be purchased by the Purchaser/s from the Developers.
- N. The Developers shall calculate said cost of construction, acquisition and for execution of the documents including stamp duty, registration charges and all other expenses which may be incurred by the Developers from time to time and payable by the Purchaser/s from time to time. The Purchaser/s shall not be entitled to raise any objection and shall pay said amount as and when demanded by the Developers without raising any dispute of whatsoever. The Developers however shall maintain

the account in respect of the said payment made to the concerned authorities for the aforesaid.

**66. ALTERNATE SOURCE OF ELECTRICITY**

- A. The Developers will be providing Diesel/Power Generator Set so as to generate energy only for common lights, lift and staircase, in the event of the failure of electricity supply. The said Diesel/Power Generator Set will be maintained, managed and kept in working condition at all times by the professional management service. Necessary charges for maintaining and managing the said Diesel/Power Generator Set shall be regularly paid by the Purchaser/s apart from the regular maintenance charges paid to the Developers till the time the society is not formed and registered.
- B. The Developers have represented to the Purchaser/s that in view of the multi storeyed buildings being constructed by the Developers with a view to avoid any eventuality, the Developers have provided the said Diesel/Power Generator Set only with a view to avoid any inconvenience caused to the Purchaser/s or his/her/their family members/representatives. The Purchaser/s hereby agree/s and confirm/s that all expenses for maintaining the said Diesel/Power Generator Set shall be regularly paid without committing any default and in the event any of the purchasers commit any default he/she/they will be liable to pay interest on the said amount at the rate 24% per annum.

**67. ACQUISITION OF PREMISES BY STATE GOVERNMENT OR UNSOLD FLATS BELONGING TO THE DEVELOPERS**

- A. In the event of any portion of the said premises being required by any local or Government Authorities the Developers alone shall be entitled to give such portion to the said authority or any body for such purpose on terms and conditions as the Developer shall deem fit.
- B. So long as the various premises in the said Building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates, the Purchaser/s shall pay the proportionate share of such taxes, rates and other outgoings assessed on the said Land.
- C. The Developers shall be liable to pay only the Municipal Rates and taxes, at actuals, in respect of the unsold premises in the said Building. In case, the Conveyance/Lease is executed in favour of the Co-operative Housing Society before the disposal of the said flats by the Developers, then in such a case, the Developers shall join in the Society as members holding such unsold premises and as and when such premises are sold to the persons of the choice of the Developers and at the discretion of the Developers, the Co-operative Housing Society shall admit him/her/them, the Purchaser/s of such premises as members without charging any premium or any other extra payment and notwithstanding any dispute that may be existing between Developer and such Society. In the event of such Co-operative Housing Society refuses to admit the nominees of the

Developers as Members of the said Society then in such event the Developers shall adopt legal proceedings with the Registrar of Co-operative Society and claim for cost from the Society by adopting said legal proceedings in respect thereof. Pending such litigation the Developers their nominees shall stop the payment of property taxes of said premises to the Society in respect of the said premises.

**68. AMENITY SPACE**

- A. The Developers hereby represent to the Purchaser/s that as per the guidelines made known to the Purchaser/s, the Purchaser/s is/are aware that under said Rental Housing Initiative, the Developers may have to provide portion of the properties, which are described in the Schedule hereunder written as amenities space to MMRDA or to the Collector, Raigad At Alibag. The Developers hereby represent to the Purchaser/s that on the said portion of the property, which is reserved for amenities space, the Developers will be called upon or liable to construct and provide Fire Station, Ambulance Parking, Hospital, Police Station and/or any other public services as per the Development Control Regulations and the Rules framed thereunder by State Government/MMRDA or any other authorities concerned from time to time, in that event the entire costs, charges and expenses, which will be incurred by the Developers for providing said amenities in the said amenities space shall be shared and will be equally paid in proportionate to the area of the premises agreed to be purchased by the Purchaser/s under these presents. The Purchaser/s shall not be entitled to raise any objection and shall be liable to pay said amount coming to his/her/their share.

**69. PURCHASER/S' OBLIGATIONS AND DUTIES**

- A. The Purchasers shall maintain at his/her/their/own costs the said premises agreed to be purchased by him/her/them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the government, Local Bodies and Authorities, Electricity Supply Company and of the Co-operative Housing society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
- B. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of or betterment charges, development charges or any other payment of a similar nature in respect of the said Land and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developers immediately on the demand made by the Developers, in the proportion

in which the area of the said premises shall bear to the total area of the other premises in the said Building and the decision of the Developers in this regard shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall be liable to pay the development charges as levied by Collector, Alibag/MMRDA/CIDCO and any such further increase there from time to time as may be determined by the Collector, Alibag/MMRDA/CIDCO from time to time.

- C. The Purchaser/s shall on demand deposit with Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.
- D. The Purchaser/s hereby covenants with the Developers to pay consideration amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developers. The Purchaser/s also agrees and undertakes to give all the facilities to the Developer to carry out additional construction work on the said Tower Building now under construction.
- E. The Purchaser/s agree and undertake from time to time to sign and execute the application for the formation and registration of a Co-operative Housing Society for the said Tower Building including the signing of the byelaws of the proposed society within ten days of the intimation by the Developers. No Objection shall be raised to the charges in the draft bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and the Purchaser/s of other premises in the said Tower Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser/s shall ensure that as and when the Developers shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Developers, as aforesaid to carry out additional construction work on the said Tower Building and structures on the said Land and also confirming the right of the Developers to sell on ownership basis other premises in the said Tower Building to be constructed on the said Land.
- F. Without prejudice to the right of the Developers to transfer the said Tower Building to a Co-operative Housing Society or to a limited company that will be incorporated under the provisions of Companies Act, 1956 by issuing shares of the said company as provided in this Agreement. It is expressly recognized by the Purchaser that the Developer shall have right either to incorporate a private limited company or to form a Co-operative Societies for such number of Buildings

constructed/to be constructed on the said Land as the Developers may in its absolute discretion from time to time determine.

70. **INSTALLATION OF DEVICES**

- A. The Purchaser/s hereby agree/s and confirm/s that the Developers shall have a negative covenants against the Purchaser/s with regard to installation of the devices of various service providers while carrying out the development of the said plots of land as well as the construction of the said 10 Tower Buildings and that the Purchaser/s will not be entitled to claim any right and will not be entitled to obstruct and/or prevent the Developers from installing and putting the aforesaid service providers towers on the said 10 Tower Buildings from time to time.
- B. The Purchaser/s hereby agree/s and confirm/s that the Developers will have a negative covenants with regard to laying down said underground cables in the said plots of land however while carrying out the cables, the Developers shall not be entitled to change the position of the towers as shown on the location plan. However, the Developers will be entitled to carry on the said modification/changes/alterations/amendment/deletion in the said internal layout plan of the said plots of land as may be required to be carried and directed by the concerned authorities from time to time for carrying out the development due to changes in rules and regulations by the State of Maharashtra and/.or by all other concerned authorities and the Purchaser/s will not be entitled to raise any objection in that respect.

71. **HOARDINGS AND SIGNAGE**

- A. The Purchaser/s hereby agree/s and confirm/s that the Developers will have a right to put up hoarding, signage, transmission towers, Digital Look Camera, etc., or any other devices and the Purchaser/s will not be entitled to raise any objection for the same. The Purchaser/s hereby agree/s and confirm/s that it will be sole discretion of the Developers to give contract for putting up signage and hoardings etc. in the layout/complex as well as in the terrace outer walls of the buildings or such other places as the Developers may deem fit and proper and the Purchaser/s will not be entitled to raise any objection and/or prevent the Developers from putting said signage, hoarding etc.
- B. The Developers hereby represent to the Purchaser/s that the electricity charges and other charges payable for operating the said signage will be paid by the Developers and the Purchaser/s shall not be liable and/or responsible for the same. The Purchaser/s hereby agree/s and confirm/s that it is the sole discretion of the Developers neither to operate said sites for putting signage and hoardings etc., of their own or give a contract to operate and maintain and to display said hoardings and signage for other agencies and the Purchaser/s will not be entitled to raise any dispute or claim or objection for the same.
- C. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not have any right to raise any such objection with regard to use of electricity to the said signage

and hoardings etc. The electricity consumed by the said hoarding and signage etc. will be borne and paid by the Developers and the Purchaser/s will not be held liable and/or responsible for the same. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not have any right to put any hoardings, display board and/or any signage or any of their personal name board outside the building in which the premises is agreed to be purchased by the Purchaser/s.

72. **UNCONDITIONAL AND IRREVOCABLE CONSENT.**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that the Developers are carrying on the development under Phasewise Manner. The Purchaser/s is/are aware that under said Phasewise Manner, construction of the aforesaid 10 towers is under Phase-1 of the said joint development. The Purchaser/s is/are aware that he/she/they have granted their unconditional and irrevocable consent under these presents to the Developers for mortgaging said properties for the purpose of availing loan, finance as well as necessary financial assistance from banks and financial institutions and for entering into any agreement for joint venture with banks and financial institution or with Sub-Developers.
- B. The Purchaser/s hereby agree/s and confirms that the Developers as abandoned precautions have recorded the Purchaser/s having granted consent for securing loan or mortgaging said property from banks and financial institutions ; however no such consent will be required to be granted by the Purchaser/s since Developers are the owners of the said properties. The Purchaser/s hereby agree/s and confirm/s that the Developers have full right, absolute authority and complete power to transfer and dispose off and assign the development rights with regard to the entire project for development of the properties or part of the project for the Developers, which are being developed by the Developers as per the layout plan and the Rental Housing Scheme sanctioned by MMRDA and the Collector at Raigad Alibag and all other concerned authorities on such terms and conditions and consideration as the Developers may deem fit and proper
- C. However, the Developers hereby agree and confirm that all these terms and conditions on the basis of which the Developers have agreed to sell said flat to the Purchaser/s shall be honoured and the commitments made by the Developers to the Purchaser/s under these presents shall be binding and will be honoured by the said new developers and all the terms and conditions of the said agreement will mutatis and mutanti will be complied and will be fulfilled and performed by the said new developers

73. **DEVELOPMENT OF ADJOINING LANDS**

- A. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that the Developers are negotiating with the owners of the adjoining plots of land for the purpose of carrying out the development in the said adjoining plots of land, which are situated in and around and surrounding the aforesaid development carried out by the Developers. The Developers in the event of the concerned

authorities directing the Developers to demolish, remove and/or modify the internal walls which is presently constructed, the Developers will be entitled to demolish, modify, change, shift said internal wall in the manner as the Developers may deem fit and proper and the Purchaser/s and all persons claiming through them will not be entitled to prevent and restrain the Developers from removing and relocating the said wall.

- B. The Purchaser/s is/are aware that the Developers are negotiating with the adjoining plots of land for the purpose of purchasing the adjoining properties and after the said properties are purchased, the Developers will amalgamate the said properties with the existing plots of land in which the Developers are carrying out the development as per the layout plan sanctioned by the Collector, Alibag and after amalgamation the Developers will be entitled to utilize and consume FSI of the adjoining properties jointly with the said plots of land on which the Developers are presently carrying out the development and construction work and the Developers in that event will be entitled to utilize FSI and TDR FSI and all other incentive and all other development components as may be granted by the competent authority including MMRDA and all such authorities that may be appointed by the State Government from time to time.
- C. The Developers shall be entitled to transfer such portion of the said plots of land while negotiating with the adjoining owners for the purpose of purchasing said adjoining plots of land in that event the Developers shall be entitled to grant a right of access/internal road. The Purchaser/s will not be entitled to and will not have any right to prevent the Developers from purchasing the said properties and amalgamating the same with the said adjoining properties and carrying out any development on the adjoining properties after amalgamation of the said properties with the existing plots of land.
- D. The Purchaser/s hereby agree/s and confirm/s that she/he/they have been given notice by the Developers of their intention to purchase the adjoining plots of land and they are completely aware about the Developers' right to purchase the adjoining properties and to amalgamate the same and to carry out the development and construction work on the said amalgamated properties and the said adjoining properties by taking benefit and all other potential that may be granted and/or accrued and/or will be provided by the concerned authorities from time to time upon amalgamation of the said properties with the existing properties and to carry out the development of the said properties in the manner as the Developers may deem fit and proper.
- E. The Purchaser/s hereby agree/s & confirm/s that he/she/they have given unconditional & irrevocable consent to the Developer for amalgamating adjoining plot which the Developers have purchased or in the process of purchasing & after the said amalgamation the Purchaser also grants consent to the Developers

modify & amend the said lay out for changing the location of garden or Infrastructure facility as may be directed by the concerned authorities.

- F. The Purchaser/s hereby agree/s & confirm/s that he/she/they will not be entitled to prevent & obstruct the Developer from amalgamating the said adjoining property & modifying amending the said lay out Plan, re-locating garden & other Infrastructure facilities.
- G. The Purchaser/s hereby agree/s and confirm/s that he/she/they will not and shall not be entitled to obstruct and/or prevent the Developers from amending said layout plans by utilizing FSI and all other development potentials and components arising out of the said adjoining plots of land that will be created/available on amalgamation of the said plots of land by adjoining plots of land from time to time. The Purchaser/s hereby agree/s and confirm/s that he/she/they is/are aware that upon said amalgamation, the Developer shall be entitled to relocate/shift/modify the possession of the recreation garden and all other amenities, which will be provided while carrying out the infrastructure of the said properties and the Purchaser/s will not be entitled to obstruct, prevent and/or interfere with the said modifications and alterations as may be carried out by the Developers.
- H. The Developers have complied with the provisions of Maharashtra Ownership Flat Act and as per the provisions of the said Act; the Developers have made a proper disclosure of their phasewise development, which will be carried out by them under the provisions of the said act.

**74. COST ESCALATION**

- A. The Purchaser/s hereby agree/s and confirm/s that the purchase price of the said flat is fixed on the basis of the prevailing cost at the time of reservation of flat, the cost of steel, cement and other construction materials as well as the amenities, which will be provided while constructing and developing said properties and putting up construction of the towers and providing said flat; however, in the event of there being any substantial escalation in the price of cement, steel and other construction materials and/or labour charges as well as the amenities provided in the said flat, in that event the Developers will be entitled to seek escalation in the price of sale of the said flat in proportion to the escalation in price of the construction material/labour charges and cost of amenities which will be utilized by the Developers while carrying out the development work.
- B. The Purchaser/s hereby agree/s and confirm/s that the allotment of the flat was made by the Developers when location clearance was given to the Developers for carrying out Rental Housing Scheme on the properties described in the Schedule hereunder written; however, due to technical reasons and the delay in finalizing the Rental Housing Scheme by the State Government, the entire project for development of the said properties was delayed, which was beyond the control of the Developers. The Purchaser/s hereby agree/s and confirm/s that due to the said delay in breach

caused while granting the said permission by the State Government, the price of various construction materials such as steel, metal, cement and other construction materials, which are used by the Developers have substantially increased and in view thereof the Purchaser/s has/have agreed that there is a substantial increase in the cost of the construction cost, the Purchaser/s shall be liable to pay additional cost and accordingly the Purchaser/s has/have agreed that in the event of any such escalation in the said construction work, said escalation cost of the material shall be paid by the Purchaser/s and accordingly agreed that on or before taking possession of the premises, which will be handed over by the Developers, the Purchaser/s shall pay the said amount to the Developers without raising any objection of whatsoever nature.

- C. The Purchaser/s hereby agree/s and confirm/s that the address of the Purchaser/s for all communication and for effecting service of the notice is at

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

E-Mail : \_\_\_\_\_,

Mobile No. \_\_\_\_\_ and SMS and for all future correspondence if any notice is issued by the Developers at the above-referred address, E-mail, Mobile No. and SMS will be considered as valid notice to be sent to the Purchaser/s.

- D. The Purchaser/s hereby agree/s and confirm/s that in the event of the Purchaser/s changing their address, E-Mail, Mobile No. and SMS, he/she/they will without a period of 8 days from the changes made in the address, E-Mail, Mobile No. and SMS immediately update with the Developers. If the Purchaser/s fail and neglect to inform said new address, E-Mail, Mobile No. and SMS, in that event the notice, which is served at the last known address, E-Mail, Mobile No. and SMS will be considered as valid service of notice and the Purchaser/s will not be entitled to raise any dispute and/or claim about service of the notice due to change of address, E-Mail, Mobile No. and SMS and service will be considered as valid proof of service.

75. **REGISTRATION**

- A. The Purchaser/s will lodge this Agreement for Registration with Sub-Registrar of Assurances at Panvel / Navi Mumbai and the Developer or their representative will attend the Sub-Registrar and admit execution thereof after the Purchaser/s inform them of the number under which it is lodged for registration by the Purchaser/s. The Purchaser/s shall lodge this Agreement for registration within a week from the date hereof and in any event not later than a month from the date hereof
- B. Any delay or indulgence by the Developers in enforcing the terms of the Agreement or any occasions of giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developers of any breach or noncompliance of an of the terms and conditions of this Agreement by the

Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

- C. The Developers shall be entitled to alter the terms and conditions of the Agreements relating to the unsold premises in the said Tower Buildings of which the aforesaid premises form part hereafter or even after the said Society is formed and the Purchaser/s shall have no right to object to the same.

76. **COSTS AND CHARGES**

- A. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other agreements, covenants deeds including Deed of Apartment or any other documents required to be executed by the Developer/owner and/or the Purchaser out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional cost of the Advocates or Solicitors for the Developer including preparing and approving such documents shall be borne and paid by the Purchasers of the premises or by the Society proportionately including anything towards such expenses. The proportionate, share of costs, charges and expenses payable by the Purchaser herein shall be paid by the Purchaser immediately on demand. The Purchaser shall on demand pay to the Developer his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in clause above. It is expressly agreed, accepted and confirmed and the same shall be mandatory under the terms of this Agreement for the Purchaser to pay the requisite stamp duty and registration charges payable as per the existing laws and provisions governed by the Bombay Stamp Duty or existing when the same shall be paid by the Purchaser in respect of this Agreement in the circumstances as mentioned hereinabove. The requisite stamp duty and registration charges shall be paid by the Purchaser at the time of execution of this Agreement and/or if the Purchaser in the event opting to pay the stamp duty and the necessary registration charges at the time of delivery of the possession of the said premises, then the Purchaser shall be liable to pay the necessary stamp duty (penalties if any) and registration charges as per the existing laws prevailing at that point of time and in that event he shall indemnify and keep indemnified the Developer in regard to costs, charges and expenses incurred by the Developer and/or any damages suffered by the Developer on account of the Purchaser opting to defer the payment of the Stamp Duty.
- B. This Agreement shall be executed in duplicate, the original shall be lodged by the Purchaser/s for registration with the Sub-Registrar of Assurance Panvel as required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963, the duplicate shall be retained by the Developers. The Purchaser/s shall lodge for registration the

original Agreement with the Sub-Registrar of Assurance, Panvel., within the time the Sub-Registrar of Assurance, Panvel, within the time specified under the registration Act and shall immediately intimate to the Developers about the same. The Developers shall on receiving the said intimation attend the office of Sub-Registrar of Assurance Panvel and admit execution thereof. If the Purchaser/s shall fail to lodge the original Agreement for registration with the Sub-Registrar of Assurance Panvel within the time specified under the Registration Act the Purchaser/s be responsible and shall also be liable for all the consequences arising under the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. After receiving the intimations about the lodging of the Agreement for registration by the Purchaser/s if the Developers shall fail to admit execution, then the Developers shall be responsible for the consequences that may arise under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on account of such failure to admit execution thereof. It is clarified and understood by and between the parties hereto that the responsibilities to lodge this Agreement for registration with the Sub-Registrar of Assurance Panvel, shall be of the Purchaser/s only.

- C. The Purchaser/s hereby agree/s and confirm/s that the entire stamp duty payable on the said Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s after getting the said agreement duly stamped, thereafter the said agreement executed from the Developers and lodge the said agreement for registration in the office of the Sub-Registrar of Assurance at Panvel, thereafter the Developers through their Authorized Representative also admit execution of the said agreement in the office of the Sub-Registrar of Assurance at Panvel. The Original Agreement will remain with the Purchaser/s and a duplicate copy duly signed by the Purchaser/s and the Developers shall be kept by the Developers.
- D. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act 1963 and to the rules made thereunder.

#### **77. ADDITIONS AND ALTERATIONS**

- A. In the event of the Society formed and registered before the sale and disposal by the Developers of all the premises in the said Tower Building as also before the completion of the construction of additional structures and/or sale and disposal of premises in the said Tower Building on the said Land, the powers and authority of the society or association so formed of the Purchaser's in the said Tower Building and the Purchaser/s of other premises shall be subject to the powers of the Developers in all the matters concerning as also of the additional structures and all amenities pertaining to the same. In particular, the Developers shall have absolute authority and control as regards any unsold premises and the sale thereof.

- B. The Purchaser/s shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser/s shall keep the said premises walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and conditions and in particular the said Tower Building other than his/her/their premises. The Developers shall not permit the closing of the niche balconies or allow any alterations in the outside elevations and/or outside colour scheme of the premises to be allotted to him/her/them.
- C. After the possession of the said premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Tower Building area required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said Tower Building at his/her/their own costs and the Developer shall not be in any manner liable or responsible for the same.
- D. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the said Tower Building or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the user and occupiers in the said Tower Building.

78. **DAMAGES AND LIQUIDATED DAMAGES**

- A. The Purchaser/s hereby agree/s, confirm/s and undertake/s to the Developers that he/she/they shall not be entitled to carry out any modification, alterations and/or changes in the said position of the niches, dry area, flower bed etc., and on the Purchaser/s committing any default in making such modifications, alterations and amendment, the Purchaser/s will be liable to pay the aforesaid damages/liquidated damages, in that event the Developers shall have a right to terminate said modifications and alterations made by the Purchaser/s in the said flat and will try to restore the same to its original position so as to enable the Developers to comply with the rules, regulations, directions and orders, which will be passed by MMRDA and/or by the Collector, Raigad or by all other concerned authorities from time to time. The Purchaser/s will not be entitled to oppose or prevent the Developers from carrying out the said construction work for bringing the said flat to its original position. The entire costs, charges and expenses, which will be incurred by the Developers for bringing said flat to its original position shall be borne and paid by the Purchaser/s alone.

79. **COMMON MAINTENANCE CHARGES**

- A. The Purchaser/s hereby agree/s, confirm/s and assure/s the Developers that at the time of handing over possession of the said premises, if availed the service of house-keeping, the Purchaser/s shall deposit with the Developers the following amounts:-

Sr. No.	Particulars	Amount 1BHK	Amount 2BHK	Amount 3BHK
1	Deposit for providing service of house-keeping	Rs.15000/-	Rs.25000/-	Rs._____-/-

which is calculated in proportionate to the area of the flat purchased by the Purchaser/s. The Developers shall open a separate account and deposit the said amount in the separate account and the said amount will be utilized only for the purpose of providing said house-keeping etc., and the Purchaser/s will deposit the said amount with the Developers without committing any default. The Purchaser/s hereby agree/s and confirm/s that if he/she/they fail and neglect to deposit the said amount, in that event he/she/they will be liable to pay interest at the rate of 18% per annum from the date on which the said amount is due and payable till payment and realization thereof. The Developers shall after completion of building appoint professional house-keeping service, who will be granted charges of the management and maintenance of the Society's property till the time the Society is formed and registered.

80. It is hereby agreed and confirmed by and between the parties hereto that this Agreement will supersede any Allotment Letter, Letter of Intent, Application Form and all other documents in writing whatsoever executed by the Developers and/or by the Purchaser/s relating to sale of the premises and purchase of the premises by the Purchaser/s. All statements, averments and contentions made in all the aforesaid documents are hereby superseded by this Agreement and the terms and conditions of this Agreement will be final, conclusive and binding contract on the parties to this Agreement.

81. It is hereby agreed and confirmed by and between the parties hereto that the terms and conditions of the said Allotment Letter, Letter of Intent, Application Form and all other documents if any were mere formality for the purpose of allotment of the premises and will not have any binding effect and shall not be available for claiming any right by the Purchaser/s. With regard to the statements, declarations and all other terms and conditions mentioned in the aforesaid Allotment Letter, Letter of Intent, Application Form and all other documents are hereby considered to have been waived/abandoned and given up by the parties expressly by replacing by this presents on the terms and conditions mentioned herein.

82. **"Agreement"** shall mean this Agreement and all schedules and Annexures attached to it and shall include any modifications of this Agreement as may be mutually agreed in writing by the Parties hereto from time to time.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

**THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:**

ALL THAT piece or parcel of lands bearing Survey Nos. 55/5(A)1, 55/5(A)2, 56+57(2)(2), 56+57/3 and 61/1 all situate, lying and being at Village Rohinjan, Taluka: Panvel, District: Raigad within the jurisdiction of Sub-Registrar of Assurance Panvel at Village: Rohinjan, Taluka Panvel, District Raigad

**INDEX**

Sr. No.	Annexures	Particulars
1	ANNEXURE 'A'	Typical Floor Plan
2	ANNEXURE 'B'	List of Specifications and Amenities
3	ANNEXURE 'C'	7/12 Extracts
4	ANNEXURE 'D'	N.A. Orders alongwith Commencement Certificate
5	ANNEXURE 'E'	Title Certificates dated 8 <sup>th</sup> March 2010 and 24 <sup>th</sup> January 2013 issued by M/s. Deepak Chitnis-Chiparikar & Co, Advocates
6	ANNEXURE 'F'	Layout Plan

SIGNED SEALED AND DELIVERED

For **M/S. SUPREME CONSTRUCTION**

by the withinnamed  
**M/S. SUPREME CONSTRUCTION AND**  
**DEVELOPERS PVT. LTD**

**AND DEVELOPERS PVT. LTD.**

)  
)

The " DEVELOPERS/BUILDERS/PROMOTERS " )

By the hand of its Director/Authorized Signatory )

Director/Authorized Signatory

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

in presence of )

1.

2.

SIGNED SEALED AND DELIVERED )

by the withinnamed )

**MR/MRS./M/S./MS.** )

the " PURCHASER/S " in presence of )

1.

2.

**RECEIPT**

Received the day and year first \_\_\_\_\_ hereinabove written of and from the within named Purchaser/s a sum of Rs. \_\_\_\_\_ / (Rupees \_\_\_\_\_ Only) AND Service Tax Rs. \_\_\_\_\_ / (Rupees \_\_\_\_\_ Only) from time to time as stated hereinabove being the part payment of the purchase price and/or consideration along with applicable taxes as per the provisions of law to be paid by him/her/them to us.

For **M/S. SUPREME CONSTRUCTION AND DEVELOPERS PVT. LTD**

Director/Authorized Signatory.

Witnesses:

1.

2.

\*\*\*\*\*  
 DATED THIS \_\_\_ DAY OF \_\_\_\_\_ 201\_\_  
 \*\*\*\*\*

**M/S. SUPREME CONSTRUCTION AND DEVELOPERS PVT. LTD**  
 .. PROMOTERS/DEVELOPERS/BUILDERS

AND

MR/MRS./M/S./MS. \_\_\_\_\_

\_\_\_\_\_  
 PURCHASER/S

AGREEMENT FOR SALE OF FLAT NO \_\_\_\_\_ ON \_\_\_\_\_  
\_\_\_\_\_ FLOOR OF THE BUILDING  
\_\_\_\_\_ KNOWN AS 'HEX CITY' SITUATED  
AT VILLAGE: ROHINJAN, TALUKA: PANVEL, DISTRICT:  
RAIGAD

**M/s Deepak Chitnis Chiparikar & Co.,**

Advocates, High Court

110, Vardhaman Chambers,

Cawasji Patel Street,

Fort, Mumbai – 400 001.