

Ward No. :
Village : Kolivali
Flat Area : sq. ft. carpet +
open terrace admeasuring sq.mt
Actual Value : Rs.....
Market Value : Rs.....

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT KALYAN

ON THIS..... DAY OF..... 201.....

BETWEEN

Shri Jagatvir Singh Shishodia, adult, residing at Kasturi Apartment No. 3, Near Mhasoba Maidan, Chikanghar, Kalyan (W) hereinafter called and referred to as the Promoter (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the Party of the First Part:

AND

hereinafter called and referred to as the Purchaser (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Smt. Marie Henry Morais and two others are the owners of all that piece and parcel or land lying, being and situate at village Kolivali, Taluka Kalyan, District Thane bearing Survey No. 9 Hissa No. 2D/2 admeasuring 2640 sq. meters within the limits of Kalyan Dombivali Municipal Corporation hereinafter called and referred to as the said property and more particularly described in the schedule hereunder written;

AND WHEREAS the said owners by and under a Development Agreement dated 04.09.2009 registered at the office of Sub-Registrar of Assurance at Kalyan-2 under serial No. 5610/2006 on 04.09.2006 have granted the development rights in respect of the said property in favour of the Promoter herein at and for the price/consideration and on the terms and conditions mentioned therein and in pursuance thereof the said owners have also granted the power of attorney in favour of the Promoter herein which is registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 222/2006.

AND WHEREAS the Kalyan Dombivali Municipal Corporation has issued the Intimation of Disapproval (IOD) in respect of the said property under No. KDMP / NRV / BP / KV / 2012-13 / 215 dated 08.11.2012 and the said property is converted to non agricultural use by the Collector, Thane under the order bearing No. Mahasul/K-1/T-7/NAP/Kolivali-Kalyan / SR-48 / 2013 dated 28.06.2013 and further the Kalyan Dombivli Municipal Corporation has issued Building Commencement Certificate under No. KDMC/NRV/BP/KV/2012-13/295/25 dated 14.12.2013 in respect of the property.

AND WHEREAS in pursuance to the present sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of the above referred buildings on the said property more particularly described in the Schedule hereunder written.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transferable development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein.

AND WHEREAS the Promoter has clearly brought to the notice of the Purchaser that as the Promoter or his nominees has intended to acquire the adjacent properties and other abutting and appurtenant lands thereto, and the common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the those properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him;

AND WHEREAS the Promoter declares that the above referred agreement, power of attorney, permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building of ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon

such disposal of the flats / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the flat / shop / unit in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed thereunder including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to sell, mortgage or create charge on any flats / shops / units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to make such modifications, alterations in the buildings and structures as well as the said the said flats / shops / tenements / galas and garages etc., agreed to be purchased by the Purchaser and / or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and the purchaser herein along with the other purchasers will not raise any objections, hindrance and / or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant

shall always remain binding upon him;

AND WHEREAS the Purchaser has accepted the title of the Promoter to the said property and the documents referred to hereinabove and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI / TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser the copy of sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Promoters have appointed Architect registered with the council of architects as their Architect and the Promoters have also appointed R.C.C Consultant for the preparation of the structural designs and drawings of the building and the Promoters accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the buildings.

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AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and / or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Promoters expressed their intention to dispose off the flats / units etc., in the proposed buildings known as "....."

AND WHEREAS the Promoter has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat / Shop / Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS the list of amenities, copy of Property Register Card, Certificate of Title issued by the Advocate of the Owner / Promoter to the said property and the floor plan approved by the Municipal authority have been annexed hereto and marked as Annexure.

AND WHEREAS upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the

said property so developed in favour of the cooperative society of all those several persons (including the purchaser herein) purchasing / acquiring the respective flats / shops / tenements / galas and garages etc., in the said new buildings as the nominees of the Promoters.

NOW THIS AGREEMENT WITNESSETH THAT by the end of but subject to the availability of the controlled building materials, government and other restrictions and /or circumstances beyond the control of the Promoters, the Promoters agree to complete in all respect the construction of the proposed building known as "SHISHODIA ARCADE" on the said land particularly described in the Schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the cooperative housing society to be formed of the several persons (including the Purchaser herein) acquiring the respective flats / units etc., therein at and for an aggregate price / consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS the Promoter accordingly shall sell and the Purchaser shall purchase acquire the said flats, by becoming member / share holder / constituent of the proposed cooperative society and the Purchaser shall pay to the Promoter Rs..... (Rupees only) in respect of the said flat being flat No. on floor, admeasuring sq.mt. carpet (inclusive of balconies) along with open terrace admeasuring sq.mt. in building known as "....." allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto.

AND WHEREAS the Promoter has clearly brought to the knowledge and notice of the

Purchaser, that there is no exclusive allotment of stilt and / or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the Promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the Purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction to the allotment of stilt/ parking spaces made by the Promoter to any intending purchaser.

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

1. THE Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them on any of them for which the Purchaser herein has granted his express and irrevocable consent for the same.
2. THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the flat being flat No..... on floor, admeasuring sq.mt. carpet (inclusive of balconies) along with open terrace admeasuring sq.mt. in building known as "SHISHODIA ARCADE" and as shown on the floor plan thereof hereto annexed and marked as Annexure "....." (hereinafter referred to as "the said premises") for the price/consideration of Rs. (Rupees only)

The Purchaser agrees to pay the above consideration in the following manner:

- a) Rs. paid at the time execution of this agreement.
- b) Rs. to be paid on
- c) Rs. to be paid on
- d) Rs. to be paid on

- e) Rs. to be paid on
- f) Rs. to be paid on
- g) Rs. to be paid on
- h) Rs. to be paid on
- i) Rs. to be paid on
- j) Rs. to be paid on
- k) Rs. to be paid on
- l) Rs. to be at the time of possession.

THE Purchaser agrees and assures to pay the requisite amounts to the Promoter on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.

In addition to the above the Purchaser agrees and assures to pay the requisite amount and charges on account of service tax, value added tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities and the same shall be paid to the Promoters prior to taking the possession of the flat.

The Purchaser shall also pay the provisional outgoings for municipal taxes, water bill, borewell common electric expenses if any (18 months contribution is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.

The Purchaser shall also bear and pay the electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

It is hereby expressly agreed that the time for payment of each of the aforesaid

installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Purchaser / s calling upon him / her to make payment of the same. Such notice is to be sent under certificate to posting / courier at the address of the Purchaser / s mentioned above and this posting will be sufficient discharge to the Promoter.

3. The Promoter hereby agree to observe perform and comply with all te terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
4. The Promoter hereby declares that they intend to utilize, use and avail the floor space index on account of Staircase FSI, transfer of development rights to be used, availed and consumed on the said property and / or any increases in FSI and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection / hindrance and will render sincere cooperation for the Promoter to consume and avail the staircase FSI, T.D.R. and / or any increase in FSI from time to time and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.
5. THE Promoter hereby agrees that they shall make out clear and marketable title to the said property free from encumbrances and doubts before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property.

6. THE Purchaser agrees to pay to the Promoters interest @21% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and that the Promoter shall be well and sufficiently entitled to dispose off and sell the said flat to any intending purchaser as they may deem fit and proper without seeking any consent and confirmation from the Purchaser herein.
8. THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions to this agreement.
9. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the ANNEXURE "....." annexed hereto.
10. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the

Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

11. THE Owner / Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / unit on the aforesaid date, if the completion of building in which the said flat / shop / other unit is situated is delayed on account of :-

- i) non-availability of steel, cement other building materials, water or electric supply and labour.
- ii) war, civil commotion or Act of God;
- iii) any notice order, rule, notification of the Government and / or other public or competent authorities.

THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

12. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted by the Promoter as per the prevailing rules, regulations, and bylaws of the concerned authorities.

13. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she also from time to time sign and execute the necessary applications and / or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by Promoters to the Purchaser. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and / or Article of Association, as may be required by the Registrar of Co-operative

Societies or any other competent authority.

14. ON the completion of all the buildings and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats / premises in all the said buildings, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society conveyance shall be in keeping with the terms and conditions and provisions of this agreement.
15. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and / or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters Rs. being consolidated amount as and when called by the Promoter but prior to taking the possession of the flat being the provisional monthly contribution in respect of the said flat for 18 months from the date of grant of building occupation certificate. The amount is paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies

Act, on such conveyance being executed the aforesaid deposits (less deductions therefrom for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be.

16. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.
17. THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
18. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
19. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and / or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy package to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.
20. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the

same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and / or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and / or the said premises and shall be liable for the consequences thereof.

21. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. piers or other structure or structural members in the said building without prior written permission of the Promoters and / or Society.
22. The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions should not affect the flat / shop / premises agreed to be purchased by the Purchaser.
23. THE Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
24. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or

permit the same to be thrown from the said premises in compound or any portion of the said property or building.

25. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit and expenses. The Purchaser also agrees to contribute proportionate expenses of transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otias. If during the course of revision in planning if ground plus more than four upper floors buildings are constructed then in such event the purchaser is liable to pay lift charges and proportionate expenses thereto as and when demanded by the Promoter.
26. THE Purchaser and / or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and / or the Society may require for safeguarding the interest of the Promoters and / or the Purchaser and the other Purchasers of the said premises in the said building.
27. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premise hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoters until the said land and the said building is transferred to the co-operative society as herein before mentioned.
28. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the

said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.

29. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
30. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the right of the Promoters.
31. ALL costs, charges and expenses, penalties, Sales-Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and / or paid by such co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance

at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoter a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats / shops / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / condominium of apartments.

32. ALL notice to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting and / or courier to the Purchaser at his / her / their address as specified hereinabove.
33. THE Purchaser shall permit the Promoters and his/her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
34. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.
 - a) The Promoters shall be entitled to allot or grant the said terrace, stilt, garage etc., to any person of his choice. The Purchaser along with the other Pur-

chasers will not raise any objection of whatsoever nature.

b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and / or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

35. THE Promoters shall have the right to make additions and / or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and /or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and / or compensatory FSI or all other benefits which may be permitted in lieu thereof.

36. THE transaction covered by this contract at present may attract tax under Sales Tax Laws Or Service Tax OR Value Added Tax and in the event if this agreement attract such taxes or fees, the Purchaser hereby agrees to pay such taxes / fees along with the balance payment and the Purchaser alone will be liable for consequences of non-payment of such taxes. If however, by reason of any amendment to the constitution or passing of laws, enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax or additional tax the same shall be paid by the Purchaser alone with the purchasers

of the other purchasers in the scheme of construction.

37. The Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats / shops / other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the purchasers without there being a written acceptance by the promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.
38. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats / shops / units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats / shops / units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charge.
39. THAT the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Promoters shall be not be liable to execute a transfer deed in favour of the purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

40. IN case for any reason whatsoever if the Purchaser would terminate this agreement he / she shall be entitled to a refund of sale price already paid by him / her under this agreement. But he / she shall not be entitled to any interest on the sale price paid by him / her to the Promoters herein. Further it is hereby specifically agreed between the parties that the Promoters shall be liable to refund the said price only after they would get the fresh booking for the said premises from another intending purchaser /s and that he has received the money from the said intending purchaser of the said premises.

41. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:

- a) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.
- b) To decide from time to time when and what sort of document of transfer should be executed.
- c) It is clearly understood and agreed by and between the parties hereto that the promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser / Occupant of such terrace / garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser / Occupant of such terrace / garden shall not enclose or cover the said terrace / garden without the written permission of the Builders and / or the society or such body formed, as the case may be and Municipal and other concern authorities.

It is specifically declared that the if the Promoters provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Pur-

chaser herein along with the other Purchasers shall not raise any objection for such grant of facility of borewell water and use of such bore well water by the Promoter for construction of other building in the adjoining properties.

42. THE Purchaser / s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser / s of the flats and it shall be the paramount responsibility and obligation of the Purchaser / s to pay all the Purchaser / s herein or any of the Purchaser /s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser /s. together in respect of the flats in respect of which possession has been given by the Promoters / Builders.
43. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters / Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters / Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
44. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters / Builders within 7 days from the date of lodgement and serial number under which the same is lodge for registration with xerox copy of receipt in order to enable the Promoters / Builders to admit to execution of the same.
45. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and / or their society shall get the same

transferred in their favour and the Promoters herein will grant the no objection as and when required.

46. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper.
47. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.
48. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the purchaser.
49. After the possession of the premises is handed over to the purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the purchaser of the other premises in the said building at his own costs and the promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
50. The Purchaser/s agree and undertake to observe, abide by and comply with all

the terms, conditions and stipulations of all orders, building permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.

51. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders / Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser /s under the possession of the said building is handed over to the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.
52. The Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and/or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser / s under this agreement.
53. It is expressly agreed that the Developers shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be design by the Promoter and for the purpose promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The promoter or has nominees shall be exclusively entitled to the income

that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

54. THE Builders / Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
55. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between purchasers of other premises in the said building, and the promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to the provisions of the Arbitration and Conciliation Act, 1996.
56. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1997) and Rules made thereunder and any other provisions of Law Applicable thereto.

SCHEDULE

All that piece and parcel of land lying, being and situate at village Kotivali, Taluka Kalya, District Thane bearing Survey No. 9 Hissa No. 2D/2 admeasuring 2640 sq mt within the limits of Kalyan Dombivli Municipal Corporation

On or towards East : Open land

On or towards West : Road

On or towards South : Adjoining Survey No. 9/Part

On or towards North : Adjoining Survey No.0/Part

together with all easement rights etc.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named Promoters

Shri Jagatvir Singh Shishodia

.....

SIGNED & DELIVERED

by the within named

Purchaser / s

.....

.....

.....

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WITNESS:

1

.....

2

.....

RECEIPT

RECEIVED WITH THANKS FROM	}	I SAY RECEIVED
PURCHASER WITHIN NAMED	}	
THE SUM OF Rs.....	}	
Rupees	}	
being the part price / consideration in	}	
respect of sale of the flat hereinabove	}	
mentioned	}	Promoter

List of Amenities & Common Advantages

1. Structure

Well designed RCC structure.
Earthquake resistance design with attractive elevation.
Good quality brick work.
External good quality sand-faced plaster.

2. Flooring

Vitrified tiles flooring.
Anti Skid Ceramic tiles for Bath/Toilet flooring. Dado up to door height.

3. Kitchen

Granite kitchen platform with S.S. Sink & designer tiles.
Dado up to window height level 'n' granite service platform for 2 BHK flats.

4. Doors & Windows

Main Door RM wood frame with designed moulded doors.
All Internal RM wood frames with designed shutter.
Bath / Toilet granite frame with FRP water proof Doors.
Powder coated Aluminium sliding window.

5. Plumbing

Concealed plumbing work C P fittings with Jaquar or equivalent.
Good quality sanitary fittings.

6. Electrical

Concealed copper wiring with ISI mark.
Switches ISI mark with MCB / ELCB.

7. Painting

POP finish with plastic paint.
Acrylic for external walls.

8. Solar System

Common Advantages

1. Beautiful designed entrance lobby.
2. Generator backup for common lighting.
3. Intercom facility in each flat.
4. Ample parking space.
5. Beautiful Landscaped Garden.
6. Elevator (Lift) with Generator back-up.
7. Terrace in every flat to keep you connected with nature.