AGREEMENT FOR SALE

Under the provisions of Maharashtra Real Estate
(Regulation and Development Act, 2016)

THIS AGREEMENT made and entered into at Panvel, Navi Mumbai on this ____ day of _____ **2017**.

BETWEEN

M/S. SHUBHAM BUILDERS AND DEVELOPERS, PAN No. ACTFS0899J, a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932, through its Partners **1)MR. GAJANAN GOMA PATIL, 2)MR. GURUNATH BALARAM PATIL, 3)MR. DILIP BALARAM PATIL, 4)MR. HARISH BALARAM PATIL,** All Adults, All Indian Inhabitants, Having its office address at **Office No-707, 7th Floor, Parth Solitaire, Plot No-02, Sector-09/E, Near By Dmart, Kalamboli, Navi Mumbai-410218**, hereinafter referred to as "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs, executors and administrators of the last surviving partners and his/her/their permitted assigns) of the **ONE PART.**

AND

1) _____, Age ___ Years, **PAN. No.** _____ **Adhaar Card No.**_____ **2) _____,** Age ___ Years, **PAN. No.** _____ **Adhaar Card No.**_____ Both Indian Inhabitants, Residing at _____.,

hereinafter referred to as **"FLAT PURCHASERS / BUYER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**. ---2/-

WHEREAS :-

a) ALL THAT piece and parcel of Agricultural land bearing **Survey No. 67, Hissa No. 4,** totally admeasuring **0-67-0 H.R.P.** situated at **Village Ghot, Tal. Panvel, Dist. Raigad,** owned and possessed in the name of **Shri. Balaram Govind Patil.**

b) Further by virtue of Sale Deed dated 25/03/2016, **Shri. Balaram Govind Patil** not being able to develop the said Plot of Land has transferred all his rights, title and interest in respect of the said Plot of land bearing **Survey No. 67, Hissa No. 4,** totally admeasuring **0-67-0 H.R.P.** situated at **Village Ghot, Tal. Panvel, Dist. Raigad** in favour of **The Promoter M/s. SHUBHAM BUILDERS AND DEVELOPERS,** a Partnership Firm, through its Partners **1) MR. GAJANAN GOMA PATIL, 2) MR. GURUNATH BALARAM PATIL, 3) MR. DILIP BALARAM PATIL, 4) MR. HARISH BALARAM PATIL,** Having its office address at **Office No-707, 7th Floor, Parth Solitaire, Plot No-02, Sector-09/E, Near By Dmart, Kalamboli, Navi Mumbai-410218.** (hereinafter referred to as "the said Developers"), and the same **SALE DEED** dated **25/03/2016** was registered in the Office of Sub-Registrar of Assurances, Panvel under **Document No. PVL-4-2783-2016 dated 25/03/2016. The Promoter M/s. SHUBHAM BUILDERS AND DEVELOPERS** have purchased said land and effect of the said Sale Deed is given to the Revenue Record and name of The Promoter name is mutated on 7/12 extract.

c) **Shri. Balaram Govind Patil & M/s. SHUBHAM BUILDERS AND DEVELOPERS** have obtained N.A. Permission cum Development Permission (Commencement Certificate) in respect of the said land bearing **Survey No. 67, Hissa No. 4,** totally admeasuring **0-67-0 H.R.P.** situated at **Village Ghot, Tal. Panvel, Dist. Raigad** from **District Collector & District Executive Officer, Raigad, Alibaug** vide its **Order No. MASHA/LNA-1(A)/S.R.540/2014 dated 30/09/2016.**

d) The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the title and interest of the promoter regarding the said land on which the project or building is to be constructed is completed.

e) The Promoter has purchased said land with a view to develop the same and to sell constructed area in the form of flats/shops etc to the intending buyers.

f) The Purchaser demanded from the Promoter has given inspection to the purchaser of all documents of Title including copies of Agreements, Development Permissions and Commencement Certificate of Title in respect of Project land Issued by Advocate **MR. MAHESH G. BHAGAT** Annexed here. The Purchaser(s) has/have satisfied himself/ herself/ themselves regarding The Promoter marketable title over the said land and the Purchaser(s) being interested in purchasing a Flat to be constructed on the said land has approached The Promoter and after Negotiation & discussion on the conditions of eligibility laid down by Town Planning Authority and other appropriate authority and on perusals of the plans and specifications the Purchaser(s) has/have confirmed after inspection/Verification of all relevant documents, discussions and negotiation the Purchaser had applied for the said flat. The Authenticated copies of Certificate of Title issued by Advocate **MR. MAHESH G. BHAGAT** is marked and annexed herewith as "**Annexure A**" and the authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Promoter to the project land on which the said flat are to be constructed have been marked and annexed herewith as "**Annexure B**".

g) The authenticated copies of the plans of the layout as approved by the concerned **District Collector & District Executive Officer, Raigad, Alibaug** has been marked and annexed as **"Annexure C1"**. The authenticated copies of the plans of the layout proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been marked and annexed as **"Annexure C2"**. The authentic copies of the plan and specifications of the said flat (apartment as defined under **MAHA RERA ACT**) agreed to be purchased by the Purchaser(s), as sanctioned and approved by the local authority have been marked and annexed as **"Annexure D".**

h) The Promoter has taken NA permission from **District Collector & District Executive Officer, Raigad, Alibaug** vide its **Order No. MASHA/LNA-1(A)/S.R.540/2014 dated 30/09/2016.**

i) The Promoter have obtained Commencement Certificate/ Development Permission and final layout approvals for the project from **DISTRICT COLLECTOR & DISTRICT EXECUTIVE OFFICER, RAIGAD, ALIBAUG** vide **Order No. MASHA/LNA-1(A)/S.R.540/2014 dated 30/09/2016**. Accordingly, The Promoter has commenced the construction on the said Land. The Copy of Commencement Certificate / Development Permission and Final Layout Approval is annexed herewith as **Annexure "G"**. The Promoter agree and undertake that it shall not make any changes in these layouts plan except in strict compliance with Sec 14 of The Maharashtra Real Estate (Regulation and Development Act, 2016.)

j) AND WHEREAS the Builders herein have decided to develop the said Plot and to construct Building Complex on the said Plot to be known as **"JIJAI COMPLEX",** consisting of buildings named **Tanmay,**

Kaustubh, Durva, Chirayu, Tanish, Aaradhya & Nirbhay. and to sell the said Flats of in the said buildings to the prospective purchaser/s.

k) The promoter has registered the project under the provisions of the Maharashtra Real Estate (Regulation and Development Act, 2016 with Real Estate Regulatory Authority at _____, on_____ under Registration No._____, The copy of Registration Certificate is marked and annexed herewith as "**Annexure F**".

l) The PROMOTER by virtue of the said **Sale Deed** registered on dated 25/03/2016 and Development Permission dt. 30/09/2016 are entitled to cause & commence the development work of the said property by constructing new residential and/or commercial buildings thereon to be known as **"JIJAI COMPLEX"** in accordance with the plans, designs and specifications approved by Town Planning Authorities, District Collector, Raigad. The PROMOTER are also entitled to sell to purchasers the flats and/or such other premises as may be constructed on the said property.

m) The Purchaser has applied for an Flat in the project has been allotted **Flat No.**_____ having carpet area of _____ Sq.Meters ,type __ **BHK** on ___ **floor**, in Building "_____**" Wing No-** ___ as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause(n) of Section 2 of The Maharashtra Real Estate (Regulation and Development Act, 2016, in building to be known as " **JIJAI COMPLEX** " at **Survey No. 67, Hissa No. 4,** totally admeasuring **0-67-0 H.R.P.** situated at **Village Ghot, Tal. Panvel, Dist. Raigad.**

n) The Carpet Area of the said flat is _____ Square meters "**Carpet Area**" means the net usable floor area of an apartment or the said flat, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said apartment/ said flat for exclusive use of the Purchaser(S) or verandah/W.S area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Purchaser(S), but include the area covered by the internal partition walls of the said flat.

o) Prior to the execution of these presents the Purchaser(s) has paid to the Promoter a Sum of **Rs._____/- (Rs. _____Only),** being part payment of the sale consideration of the Said flat agreed to be sold by the Promoter to the Purchaser(s) as advance payment or Application Fees (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser(s) has agreed to pay to the promoter the balance of the sale consideration in the manner hereinafter appearing.

p) Under Sec 13 of the said act the Promoter is required to execute a written agreement for sale of the said Flat with the Purchaser(s), being in fact these presents and also registers said agreement under the Registration Act, 1908.

q) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

r) The Promoter have kept the copies of the sanctioned plans and specifications in their office at **Survey No. 67, Hissa No. 4,** totally admeasuring **0-67-0 H.R.P.** situated at **Village Ghot, Tal. Panvel, Dist. Raigad**. And the Purchaser(s) has/have taken inspection of the said

sanctioned plans and specifications, title search report and that of certified true copies thereof have been handed over by the Promoter to the Purchaser(s) and that the Purchaser(s) do hereby confirm having received the said copies duly certified true copies of the said sanctioned plans as well as the specifications.

s) The Promoter has entered into a standard Agreement with an **M/s. E R Y SPPACES, Add. 505, New Parvati Apartment, L.T.Road, Beside Municipal, Dispensary, Dahisar (West), Mumbai-400 068.** Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

t) The Promoter has appointed **M/s. Adharshila Consultants, Add. 126 CFC Building-2, APMC Market-2, Phase-2, Sector-19, Vashi, Navi Mumbai 410705.** A Structural Engineer for the preparation of the Structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and Structural Engineer till the completion of the building/buildings.

u) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1) The **PROMOTERS** shall construct a building consisting of **Stilt Plus Four** upper floors **(with Lift)** to be called **"JIJAI COMPLEX"** on the said plot of land situated at **Village Ghot, Tal. Panvel, Dist. Raigad** and

more particularly described in the schedule hereunder written, in accordance with the plans, designs, and specifications amenities seen and approved by Flat Purchaser/s with such variations and modifications as the Builders may consider necessary or may be required by any public body or local authority to be made in them or any of them and may be approved by the Town Planning Authorities, District Collector, Raigad.

2) The Flat Purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell the Flat Purchaser/s the Residential Flat (hereinafter referred to as the "SAID PREMISES") bearing **Building No-____, In Wing ___ "_____" Building , Flat No. _____, on ____ Floor, admeasuring ___ Sq.Mtrs. Carpet Area** of the building complex to be constructed on the said property known as **"JIJAI COMPLEX"** as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. _____/-** including Rs. _____**/-** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

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

(a) Rs. _____**/-** at the time of Booking
(b) Rs. _____**/-** to be paid on or before Plinth
(c) Rs. _____**/-** to be paid on completion of First Slab
(d) Rs. _____**/-** to be paid on completion of Second Slab
(e) Rs. _____**/-** to be paid on completion of third slab
(f) Rs. _____**/-** to be paid on completion of fourth slab
(g) Rs. _____**/-** to be paid on completion of fifth slab

(k) Rs. _____**/-** to be paid on completion of brick work & plaster

(l) Rs. _____**/-** to be paid on completion of plumbing & electric work

(m) Rs. _____**/-** to be paid on completion of tiles work

(n) Rs. _____**/-** to be paid on the possession of the said premises being offered by the Promoter to the Purchaser

THE Purchaser agrees and assures to pay Rs. _____**/- (Rupees** _____ **Only)** on demand and/or prior to taking the possession of the said flat towards;

(a) Legal charges.

(b) Co-operative Housing Society or Condominium of Apartment or Limited Company formation charges.

(d) M.S.E.B. meter and deposits

(e) Water connection charges

(f) Provisional outgoings for municipal taxes, water bill, borewell common electric expenses (12 months contribution is to be paid at the time of possession)

(g) Club house and other facility charges

3) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot] and is excluding the amount of Stamp duty, Registration fee relating to this Agreement.

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 / Builders 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 of posting at the

address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters / Builders.

4) The Promoter hereby agrees to observe perform and comply with all the 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.

5) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

6) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

7) The Promoter hereby declares that they have utilised the floor space index as mentioned in the approved plan and the Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoter intends to acquire the transfer of development rights to be used, availed and consumed on the said property 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 Co-operative Housing Society or Condominium of Apartment or Limited Company 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 Transfer of Development Rights and/or staircase Floor Space Index along with other increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Council.

8) THE Promoter hereby agrees that they shall make out clear and marketable title 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 so as to enable him to convey to the said Co-operative Housing Society or Condominium of Apartment or Limited Company such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Co-operative Housing Society or Condominium of Apartment or Limited Company.

9) THE Purchaser agrees to pay to the Promoter interest @ 24% per `annum on all the amounts which becomes due and payable by the Purchaser to the Promoter under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.

10) 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 to forfeit the moneys paid by the Purchaser under this agreement.

11) 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 the terms and conditions of this agreement.

12) 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 "A" annexed hereto.

13) THE Promoter shall give possession of the said premises to the Purchaser or his / her nominee or nominees in **"JIJAI COMPLEX"** on or before **DECEMBER 2018**. The Promoters shall not incur any liability if they are unable to deliver possession of the premises by the date of aforesaid, if the completion of the building is delayed by reasons of non-availability of steel or cement of such other building materials or by reason of war, civil commotion or any act of God or if non-delivery of

possession is a result of any notice, order, rules notification of the government Court Of law and/or other public authority or non-availability of water and /or electric connection from the concerned authorities or non-payment of the amounts by the Purchasers on due dates and as per Schedule of payment or for any reasons unforeseen or beyond the control of the Promoters.

14) THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other 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;

ii) war, civil commotion or Act of God;

iii) any notice order, rule, notification of the Government and / or other public or competent authorities.

15) THE Purchaser shall take possession of the said premises within 15 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

16) 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 is allotted by the Purchaser / Developer only as per the prevailing rules, regulations, and bylaws of the concerned authorities

17) THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the Co-operative Housing Society or Condominium of Apartment or Limited Company 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 Housing Society or Condominium of Apartment or Limited Company including the bye laws of the proposed Co-operative Housing Society or Condominium of Apartment or Limited Company and duly fill in, sign and hand over to the Promoters. 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.

18) ON the completion of all the buildings (with its all wings) 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 the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a Co-operative Housing Society or Condominium of Apartment or Limited Company a registered body, when the Co-operative Housing Society or Condominium of Apartment or Limited Company is registered and all the amounts due and payable to the Promoter 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 Co-operative Housing Society or Condominium of Apartment or Limited Company all the rights title and interest of the Promoter 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 Co-operative Housing Society or Condominium of Apartment or Limited Company, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by

Promoter, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.

19) COMMENCING a week after notice in writing is given by the Promoter 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 outgoings in respect of the said land from the date of grant of occupation certificate as well as the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / 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 maintenances of the said building. The Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share so determined by the Promoter shall pay to the Promoters provisional monthly contribution of **Rs. 3/-** per sq.ft. per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoter shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of Co-operative Housing Society or Condominium of Apartment or Limited Company 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 there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Housing Society or Condominium of Apartment or Limited Company or as the case may be.

The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

20) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER;

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [said flat];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [said flat] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [said flat] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has notcommitted or omitted to perform any act or thing, whereby the right, title and interest of the purchaser(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with

any person or party with respect to the said Land, including the Project and the said [said flat] which will, in any manner, affect the rights of purchaser(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [said flat]to the purchaser(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed / completion certificate / occupation certificate the Promoter shall handover lawful, vacant, peaceful, physical possession of the [said flat] to the purchaser(s) and the common areas only on execution of conveyance deed to the Association of the Purchasers or to the society of Purchaser(s);

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till handover of the said flat to the Purchaser(s);

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) On Any alteration to the structure by any of single Purchaser(s) / Allottees the defect liability period of 5 years assured by the Promoter to Purchaser(s) herein shall be treated as withdrawn and the Promoter shall be not liable for any defect liability to any of Purchaser(s) of the project.

21) THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said Co-operative Housing Society or Condominium of Apartment or Limited Company 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 Co-operative Housing Society or Condominium of Apartment or Limited Company.

22) THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

23) THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable 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.

24) 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 packaged 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.

25) 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.

26) 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 an 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. pardis or other structure or structural members in the said building without prior written permission of the Promoters and/or Co-operative Housing Society or Condominium of Apartment or Limited Company.

The Promoters may make modifications, 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.

27) 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.

28) 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.

29) 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. The Purchaser also agrees to contribute proportionate expenses for 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 otlas. 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.

30) THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.

31) 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 Co-operative Housing Society or Condominium of Apartment or Limited Company may require for safe-guarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

32) 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 premises 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 Housing Society or Condominium of Apartment or Limited Company as herein before mentioned.

33) 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.

34) THE Purchaser shall observe and perform all the rules and regulations which the Co-operative Housing Society or Condominium of Apartment or Limited Company 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 Housing Society or Condominium of Apartment or Limited Company 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.

35) 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 rights of the Promoters.

36) 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 Housing Society or Condominium of Apartment or Limited Company, 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 Housing Society or Condominium of Apartment or Limited Company 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 or Limited Company. 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/ Limited Company

37) ALL notices 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 to the Purchaser at his / her / their address as specified hereinabove.

38) 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.

39) 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 Co-operative Housing Society or Condominium of Apartment or Limited Company.

40) a) The Promoter shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terraces, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt, terraces on the top floor and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.

b) The Promoter shall become the member of the Co-operative Housing Society or Condominium of Apartment or Limited Company 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 and/ or Limited Company 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 Co-operative Housing Society or Condominium of Apartment or Limited Company.

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.

41) THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.

42) THE Promoter 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.

43) The Promoter has clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of buildings on the amalgamated property described in the Schedule hereunder written and that the Promoter have further brought to the notice and knowledge of the Purchaser herein that there is a health club, swimming pool to be constructed on the said property and as the Promoter or his nominees has intended to acquire the adjacent and other abutting properties and appurtenant lands thereto, the club house, swimming pool and other recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed and such adjacent properties to be acquired by the Promoter and the Purchaser herein along with the other purchasers will not raise any objection, hindrance and / or obstructin 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 also the Promoter has clearly brought to the knowledge of the Purchaser that they intend to get the said sanctioned plan and specificions modified, reised, renewed and

altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Town Planning Authorities, District Collector, Raigad and Panvel Municipal Corporation from time to time and further the Promoter has given the clear inspection of such plans and specifications to the Purchaser herein as regards the existing sanctioned buildings and the proposed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Town Planning Authorities, District Collector, Raigad and Panvel Municipal Corporation from time to time. The Purchaser has gone through the said plans as well as the proposed plans including provision of further expansion and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoter for the sake and shall not raise any objection and / or hindrance for construction of such buildings by the Promoter. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoter amalgamate the said adjacent properties and acquire the same for development, then also the Promoter is well and sufficiently entitled to grant the facilities and rights to the other Purchasers if adjacent properties to avail, use, utilize and enjoy the recreational facilities of the said **"JIJAI COMPLEX"** and the Purchaser along with the other purchasers will not raise any objection for the same.

44) IT is also agreed and understood that the Promoter 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 Co-operative Housing Society or Condominium of Apartment or Limited Company without paying any transfer premium or any other charges.

45) 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 impartiable and it is further agreed that the Promoter shall 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.

46) 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 it 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 Promoter 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 Co-operative Housing Society or Condominium of Apartment or

Limited Company or such body formed, as the case may be and Municipal Corporation and other concern authorities.

47) It is specifically declared that the if the Promoters provides the facility of borewell then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.

48) THE Purchaser/s is aware that the Promoter 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 outgoing regularly. In the event of the default being committed by 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.

49) It is agreed and understood by and between the parties that if on default of payment of consideration by the purchaser, the Promoters are entitled to forfeit the amounts paid by the purchasers and to terminate the agreement and on such termination the purchaser will have no right, title and interest to acquire the said flat and the Promoter shall be entitled to sell the flat to any intending purchaser as he may deem fit

and proper without any recourse or payment of any monies to the purchaser herein.

50) IN the event of the Co-operative Housing Society or Condominium of Apartment or Limited Company 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 Co-operative Housing Society or Condominium of Apartment or Limited Company or the corporate body so formed or of the Purchaser herein and other Purchaser 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.

51) THE Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoter to the intending Purchasers.

52) THE Purchaser shall lodge at his own costs as to the registration charges for registration within seven days 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 lodged for registration with photo copy of receipt in order to enable the Promoters / Builders to admit the execution of the same.

53) THE terraces on the top floor, stilt, basement and garage if any, shall always be the property of the Promoters / Builders and the

Promoters / Builders have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.

54) THE Promoters / Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

55) 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 Co-operative Housing Society or Condominium of Apartment or Limited Company shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

56) The Promoter has shown to the Purchaser the entire layout of the said property, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., and in such eventuality the transfer of the land shall not be equivalent to the floor space index used, utilized and consumed in the buildings to be constructed / constructed on the said property and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

57) THE Promoter has explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organisation or Apex / Federal Co-operative Housing Society or Condominium of Apartment or Limited

Company will be formed by the Promoter which may be found feasible and suitable in the circumstances.

58) The Purchaser has seen the layout of the proposed building complex, provisions for annexed buildings, further expansion etc. and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said complex and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

59) It is agreed that if before the execution of the conveyance in favour of the proposed Co-operative Housing Society or Condominium of Apartment or Limited Company and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoter 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 Promoter 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. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of

the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the Co-operative Housing Society or Condominium of Apartment or Limited Company shall admit such new intending purchasers as its members.

60) 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.

61) 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.

62) 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.

63) IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the

said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered Co-operative Housing Society or Condominium of Apartment or Limited Company of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

64) The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s as regards the amalgamation of the said property with the other adjacent and abutting lands and with the full, clear knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in floor space index on the said land.

65) The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, NOCs etc., that have been granted or sanctioned 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.

66) All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Promoter 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.

67) The Promoter 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.

68) It is expressly agreed that the Promoter 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 neon sign or such other type or mode as may be designed 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 on 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 his 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.

69) It is clearly agreed and understood between the parties that the area of the total amalgamated property is **6700 sq. metres** and out of such property certain area is required to be handed over for reservations, set backs as well as roads as per the rules and regulations of Municipal Authorities and therefore after deducting the said area reserved for acquisitions, the net available land along with the buildings to be constructed thereon as per the sanctioned, modified or revised plans and permissions will be conveyed to the Co-operative Housing Society, Condominium of Apartment Owners and/or Limited Company or any corporate body as the case may be and such net land conveyed shall not be equivalent to the floors space used, utilized, availed and consumed in the construction of buildings on the said property. It is further agreed and understood between the parties that if there is any

change, modification and / or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoter herein and the Promoter herein is and shall be well and sufficiently entitled to derive the benefits thereof for his own and exclusive profit and the Purchaser herein has granted his / her express and irrevocable consent for the same and shall not raise any objection for the same.

70) It is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government has imposed GST and other taxes therefore the Purchaser herein is entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser agree and assure to pay the same without any delay.

71) 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 Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoter. The Arbitrator so appointed shall before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.

72) 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

All letters, receipts and or notices by the Builders dispatched under Certificate of posting/ Registered Post A.D. to the address known to the of the purchaser will be sufficient proof of receipts of the same by the Flat Purchaser/s and shall completely and effectually discharge the Builders. For this purpose the Flat Purchaser/s has/have given the following address :-

1)MR. _____

2)MRS. _____**,**

Residing at _____**.**

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of plot of Non-Agricultural land admeasuring **0-67-0 H.R.P.** bearing **Survey No. 67, Hissa No. 4,** situated at **Village Ghot, Tal. Panvel, Dist. Raigad,** within the limits of **Grampanchayat Ghot** and the said Plot of land is bounded as follows :-

On or towards the East :- Survey No. 68

On or towards the South :- Survey No. 1/1A

On or towards the West :- Survey No. 67/3

On or towards the North :- Survey No. 67/2

THE SECOND SCHEDULE ABOVE REFERRED TO :

Building No __ , In Wing-__ "_____" Building , Flat No. _____, on ___ Floor , admeasuring _____ Sq.Mtrs. Carpet Area, of the building known as **"JIJAI COMPLEX"** constructed on N.A. land bearing **Survey No. 67, Hissa No. 4,** situated at **Village Ghot, Tal. Panvel, Dist. Raigad,** within the limits of Grampanchayat Ghot**.**

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED AND DELIVERED by the
Within named **"PROMOTER"**
M/S. SHUBHAM BUILDERS AND DEVELOPERS
Through its Partners
MR. GURUNATH BALARAM PATIL **----------**
In the presence of

1.

2.

SIGNED AND DELIVERED BY
Within named **"FLAT PURCHASER/S"**
1)MR. _____ **----------**

2)MRS._____ **----------**

In the presence of

1.

2.

RECEIPT

RECEIVED a sum of **Rs. _____/- (Rupees _____Only)** from with in named Flat Purchaser/s **1) MR. _____ , 2) MRS. _____ ,** in the following manner being **ADVANCE AND PART PAYMENT** towards the state price in respect of **Building No-___, in Wing-__ "_____" Building, Flat No. _____ , _____ Floor,** in the Building known as **"JIJAI COMPLEX"** constructed on N.A. plot of Land bearing **Survey No. 67, Hissa No. 4,** situated at **Village Ghot, Tal. Panvel, Dist. Raigad,** within the limits of Grampanchayat Ghot.

Cheque No.	Date	Bank Name	Amount in Rs.
		TOTAL	

Witness :-

WE SAY RECEIVED
Rs. _____/-

M/S. SHUBHAM BUILDERS AND DEVELOPERS
Through its Partner

MR. Gurunath Balaram Patil

ANNEXURE – A

(The Authenticated copies of Certificate of Title**)**

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

- Marbonite flooring
- Pop on all walls with moulding cornices
- Luster paint on internal walls
- Granite top kitchen platform with s.s. sink with full height glazed tiles above platform
- Modular kitchen with provision for chimney and exhaust fans
- Aluminum powder coated sliding windows
- Concealed plumbing with Jaquar fitting

- Full glazed tiles in bathrooms upto beam level
- Main entrance flush door with Godrej safety lock and branded hardware
- Molded panel main door & bedroom doors
- FRP doors for bathroom
- Branded concealed copper wiring and branded electrical fittings
- Modular switches of Gm/Roma or equivalent make

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE –G

(The Copy of Commencement Certificate / Development Permission and Final Layout Approval)