



To

Re: - Letter of Allotment of Premises.

Sir/Madam,

We hereby accept your oral offer for purchase of one of the Residential flats/shop in our housing complex known as Mukta Aashiyana under construction at survey no. 147B 4&5, Shill, Thane 400612. As per your request, we hereby allot in your favor a Commercial/Residential Apartment adm. ____ Sq. Ft., carpet, (excluding parking) bearing Apartment No. ____ on ____ Floor of the building No. ____ under construction in the said complex for agreed price or consideration of Rs. ____ / (Rupees ____

____ only) and subject to the Payment of other charges, dues and payable as may be fixed by us at later Stage.

This is further to acknowledge the receipt of Rs. ____ / - from You as earnest against the aforesaid allotment. While entering into Agreement for Sale under Real Estate (Regulations and Development) Act, 2016, the earnest amount as above shall be adjusted against consideration payable by you for purchase of the aforesaid Apartment.

In case, you opt for cancellation of the allotment, we shall refund the earnest money without interest by deducting therefrom 10% of the earnest towards our ascertained administrative expenses.

Further, if you fail or neglect to execute Agreement for Sale within a period of ____ days from the date hereof by offering further payments to be Scheduled, this allotment shall ipso-facto stand cancelled, terminated and Permanently put to an end in which case after expiry of ____ from the date Hereof, we shall refund to you 90% of the earnest without interest, retaining 10% as our ascertained administrative expenses and, thereafter, we shall be Within our rights to deal

SITE OFFICE : Mukta Ashiyana, Next to Dosti Centirio, NH 4, Village Shill, Thane - 400612

CORPORATE OFFICE : Mukta Residency at Padle Bus Stop, Near Lodha palava, Khidkali, Kalyan Shill road, Shill, Thane - 421204

T : 022 - 65207007 / 25858777 / 25858999

E:-muktabuilder@gmail.com



with the Said Apartment in any manner we deem fit and proper, without requiring to obtain any further confirmation and/or Concurrence from you, *this being an essential condition for acceptance of the earnest hereunder.*
Please further note that this letter of allotment is provisional.

Subject to your acceptance of detailed terms and conditions as may be decided by us for sale of Apartment and execution and registration of agreement for sale, the allotment made hereunder shall be final.

Yours faithfully,

For, M/S Mukta Builder,

Director/Partner
Promoters

We confirm and accept the aforesaid Provisional Allotment.
(Allottee/s)

SITE OFFICE : Mukta Ashiyana, Next to Dosti Centirio, NH 4, Village Shill, Thane - 400612

CORPORATE OFFICE : Mukta Residency at Padle Bus Stop, Near Lodha palava, Khidkali, Kalyan Shill road, Shill, Thane - 421204

T : 022 - 65207007 / 25858777 / 25858999

E:-muktabuilder@gmail.com

AGREEMENT

THIS AGREEMENT made at THANE on this day of in the Christian Year Two Thousand BETWEEN MR. EHTESHAM FIROZ KHAN, age- 42 yrs. partner and authorized signatory of M/s. Mukta Builder a registered partnership firm having its office at Mukta Residency, Kalyan Shil road, opps. Padle bus stop, Near Khidkaleshwar Mandir, Thane 400 204, hereinafter referred to as the 'DEVELOPER', (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, Legal Representative, Administrators, executors, assignees.), of the **ONE PART;**

A N D

Mr. , Age : Major, Occupation :.....,
Mr. Age : Major, Occupation :.....,
residing at ,
hereinafter referred to as the “ **the Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals or individual, such individual and or individuals his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in the case of the company, its successors and permitted assigns) of the **OTHER PART ; and**

WHEREAS

1.Mr. Badruddin Mohd. Nazir Khan, 2. Mr. Samnan Gulam Rasool Chaudhary, 3.Mr. Noor Mohammed Abdul Rehman, 4. Mr. Ahmed Husain Rozan Chaudhary, 5. Mr. Alam Husain Rozan Chaudhary, 6. Mr. Tauhid Husain Rozan Chaudhary, 7.Mr.Mohd. Umar Yakub Khan, 8. Late Mr. Mohd. Aazad Sanaullah Chaudhary Since Deceased Throught His Legal Heirs, 8a)Mrs. Jannatunnisa Mohd. Azad Chaudhary, His Heirs 8b) Mr. Mohd. Shafique Mohd. Azad Khan, 8c) Mrs. Shaheen Mohd. Azad Khan, 8d)Mr. Mohd. Shamshad Mohd. Azad Khan, 8e) Miss. Rubina Mohd. Azad Khan, 9. Mr. Safaat Ahmed Sanaullah Chaudhary, 10.Mr. Maqbool Hasan Mohd. Yusuf Chaudhary, 11. Mr. Mohrat Ali Azimullah Khan, 12. Mr. Abdul Hamid Sanaullah Khan, 13.Mr. Abdul Raees Nasibullah Khan , 14. Mr. Abdul Sattar Sanaullah Khan, 15. Mr. Mumtajali Habibullah Khan, 16. Late. Mr. Alam Husain Chaudhary Since Deceased Through His Legal Heirs 16a) Mrs. Shahidunnisa Alam Hussain Chaudhary, 16b)Mr. Mohd. Ahmed Alam Hussani Chaudhary, 16c) Mohd. Hussain Alam Hussain Chaudhary, 17. Mr. Abu Talib Iqbal Chaudhary(hereinafter referred to as “the said Owners”) are owners and were in possession of a piece of land admeasuring about 0H-24R-0P forming part of land bearing S.no.147B in total admeasuring about 0H-51R-0P lying being and situate at Village Shil, Taluka and District Thane (hereinafter referred to as “the said Land/Property”), record of rights extract of the said property is annexed herewith at **ANNEXURE - “A”..**

The said owners have purchased the said property from its previous owners by a registered Sale deed dt.16/05/2007 duly registered under sr. no. TNN-1/5032/2007 dt.17/09/2007.

By Development Agreement dated duly registered under sr. no. TNN-2/10084/2015 and a registered Power of Attorney dated executed by and between the Owners and M/s. Mukta Builders through its partner, the developer herein, the said Owners transferred the development rights of the said land alongwith right to sell, transfer flats/shops of the Developer’s share on ownership basis on terms and conditions more particularly written in said Development Agreement dated

AND WHEREAS the Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Developer has registered the Project under the provisions of Real Estate Act, 2016 and the Real Estate Regulatory Authority at no; authenticated copy is attached in Annexure “....”.

AND WHEREAS the Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

The Developer has planned to develop and construct Buildings bearing no.and consist ground plus Seven part floors as per sanctioned plan, permissions and development rules and regulations of Thane Municipal Corporation and as shown in layout plan by using F.S.I. of the said lands and T.D.R. of the other property. Buildings being constructed on the said land and society/association/company to be formed of prospective purchasers shall be named as “MUKTA ASHIYANA”.

The Developer intends to sell or transfer flats / shops of his share to be constructed in abovesaid buildings to prospective purchasers on ownership basis or as the case may be under the scheme of Maharashtra Ownership of Flats Act, 1963. Thane Municipal Corporation has granted Development permission under V.P. no..... dated for building to be constructed upon the said land.

After development and construction work of “MUKTA ASHIYANA” is completed the Developer shall form and registered co-operative housing society or Association or company. After development, construction of all building/s of “MUKTA ASHIYANA” project is completed , occupancy certificate is issued by concerned Department and registration of Co-op. Housing Society or Company or Association of flat / shop purchasers is duly completed the developer shall execute conveyance transferring ownership right, title and interest of land bearing survey no.147, hissa no.B(part) admeasuring about 0H-24R-5P and buildings standing thereon in favour of the Society or Association or Company as the case may be.

The Purchaser/s is/are in search of flat / shop and therefore on information he / they approached the Developer. After inquiry the Purchaser/s understood that the Developer intend to develop scheme / project of buildings as aforesaid and shown in lay out plan of project on plot of land bearing survey no.147/B(part). The Purchaser/s liked the project. The Purchaser/s desires to purchase a flat / shop in building no..... in “MUKTA ASHIYANA” project being constructed at Mauje shil, Taluka and District Thane and more particularly described in the Second Schedule-II hereunder written (herein referred to as “ the Said Premises”). And therefore he requested the Developer to sell him/her that the

said premises / flat / shop. After discussion between the flat purchaser/s and the Developers, subject to terms and conditions of this agreement the Developers have agreed to sale the said premises to the Purchaser by this agreement.

The Purchaser/s has/have seen proposed building plan of the building no..... approved by the Municipal Corporation of Thane. The Developers intends to construct this building consisting of stilt plus floors as part of "MUKTA ASHIYANA" project (hereinafter referred to as "the said building"). Commencement Certificate dated bearing No. for Building No have already been issued by the Municipal Corporation of Thane. Copies of the said Commencement Certificates are annexed hereto and marked as **ANNEXURE – "B"**.

In these circumstances, The Developer is entitled to develop the said land as shown on the PLAN. A copy of the PLAN is annexed hereto and marked as **ANNEXURE – "C"**.

AND WHEREAS the Developer has rights to sell the Flats / Commercial Area / garage of his share in the building/s intended to be constructed on the said land and to enter into agreements with the purchasers of the Flats / Commercial Area / garage and to receive the sale proceeds thereof.

AND WHEREAS the purchaser/s has/have satisfied himself/ herself/themselves about the Developers rights of development of the said land and the purchaser/s hereby confirm that he/she/they shall not be entitled to raise any requisition or have any dispute in that behalf or development plan or propose construction.

AND WHEREAS the purchaser/s demanded from Developers and the Developers have given to the purchaser/s inspection of all the documents of title relating to the said land including the copy of title Agreement, record of rights, the floor plan, design and the specifications.

AND WHEREAS the Developer is entering into separate agreements in the identical form terms and conditions similar to this Agreement with several other persons and parties for sale of Flats / Commercial Area / parking space / garage in the said building/s to be constructed by the Developer as aforesaid.

"The Purchaser/s" is/are fully aware of the fact that his/her/their ultimate right would be to have a society or other organization formed and to have the said buildings and the said property will be conveyed to them as mentioned in previous clause is at the absolute discretion of the "The Developers" in the manner mentioned in the present agreement and the same is acceptable to the Purchaser/s.

The Developers/ the Owners will be entitled to deal with other land and construction etc., including buildings etc., on the said property in such manner as they may deem fit and

proper and as per the terms and conditions of this Agreement. "The Purchaser/s" shall not interfere with same in any manner whether directly or indirectly.

The Purchaser/s has/have paid to the Developers the sum of
/-(RupeesOnly) on or before the execution hereof and has agreed to pay to the Developers the total consideration as per the terms and conditions of this agreement.

The Developers have agreed to sell the said Premises to the Purchaser/s for the consideration and on the terms and conditions appearing hereinafter.

Under Section 4 of the said Act, it is necessary to execute a written Agreement for Sale of the said Flat/ Shop, being these presents, and to register it under the Indian Registration Act, 1940. "The Purchaser/s" shall therefore lodge the same for registration and inform the "The Developers" to enable them to admit the execution thereof.

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

- (1) The Developer is as aforesaid constructing and shall construct the said building no..... including the said Premises alongwith other buildings on the said land in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or convenient or as may be required by the concerned local authority or the Government to be made in them or any of them.

No intimation to the Purchaser/s shall be required for any modification, variation or amendment of the plan including for additions/alterations/ modifications in the said building/s to be constructed save and except the said premises of the Purchaser/s.

The Purchaser/s hereby expressly consents to the Developers constructing additional upper floors, to the said building or extend the proposed said building by horizontal/vertical extensions, basement stilt, if any, as if the said variations and modifications had been incorporated in approved plans and agrees not to object or raise any dispute or contention whatsoever in future to the construction of additional floors and shall not be entitled to or ask for any reduction in the consideration agreed to be paid by the Purchaser/s under this agreement or claim compensation or damages on any count whatsoever. The Purchaser/s is/are further aware that the Developers are at present constructing the said building as per sanctioned plan and the Developers shall at their sole discretion get

sanctioned additional FSI available in respect of the said property which form part of layout of the said property and/or additional FSI available either as Transferable Development Right (TDR) or otherwise and get the plans sanctioned for the construction thereon of additional buildings (comprising of basement stilts and upper floors) for residential, commercial use or any other permitted use and the Purchaser/s hereby unconditionally and irrevocably consents to the same.

- (2) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said premises.
- (3) The Developer hereby declare that the Floor Space Index available as on date in respect of the Project land is sq. mts. only and Developer has planned to utilize Floor Space Index of by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.
- (4) The Purchaser/s hereby expressly consent to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. Till the construction of all the buildings to be constructed on the said property and also other adjoining properties are completed and the F.S.I. and/or T.D.R. available on the said property or on adjoining properties is fully utilized in said properties or on amalgamated properties by the Developers and the amount or amounts receivable by the Developers and all the obligations required to be carried out by the Purchasers herein and the other purchasers of premises from the said Owners/Developers, are fulfilled, the Owners/Developers shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be or execute conveyance or other document of transfer in respect of the said land. The Purchasers agree and irrevocably consent not to raise any demand or dispute or objection in that behalf. The Purchaser/s has/have expressly agreed and given consent to the Developers/owners that before or after the Society or Association or as the case may is formed and/or the conveyance of the said property is made in favour of the said Society or Association, etc. the Developers/Owners shall be entitled to use and avail available F.S.I., additional F.S.I. that may be available in future, F.S.I. by way of T.D.R./fungible F.S.I. or otherwise that may be acquired by or available to the Developers/owners, on the said land or of the said property or part thereof on any other adjoining properties or of any other adjoining properties on the said land.

-
- (5) The Purchaser/s further agree/s that the Developers/Owners shall have absolute right to grant, transfer or create right to way in favour of occupant/s/Purchaser/s of flat/shop/etc. in development work developed/constructed either as integrated part of "MUKTA ASHIYANA" project or separate development project or work of developers/owners herein or of others or in favour of their Co-operative housing society or Association or as the case may be or in favour of the Developers/owners of the adjoining land. And said transfer, creation or grant of right to way shall be binding on the purchaser/s herein or his/their co-operative housing society or Association or as the case may be.
- (6) The Purchaser/s hereby authorize to the Owners/Developers who are also promoter of Co-operative housing society, Association or Company to be formed of flat/shop/premises purchasers in "MUKTA ASHIYANA" project to allot parking space to flat/shop/premises purchasers. The purchaser/s hereby by agrees and admit to ratify, confirm allotments of parking space/s by the Owners/ Developers to respective flat/shop purchaser.
- (7) It is an express condition of this Agreement that the Owners/ the Developers shall be entitled to allot parking space/s open space/s in and around the said buildings and all such agreements which may be entered into by the Owners/the Developers with the persons or parties who agree to purchase parking space/s open space/s as aforesaid shall be binding on all the Purchasers of flats/shops/offices/garages/ open spaces etc. in the said building/s. the Purchaser/s shall not be entitled and hereby agrees not to raise any objection or do anything which would result in a breach of the terms and conditions of the Agreements which may be entered into by the Owners/ the Developers with other Purchasers with regard to allotment of such parking spaces/open spaces as aforesaid.
- (8) The Developers agree to handover deposit amount of Rs.5000/- to the Housing Co-operative Society Ltd./Association/company/etc., received from the purchaser/s for allotment of parking space/stilt parking in premises of "MUKTA ASHIYANA"

- (9) The Purchaser/s agree/s and undertake/s to permit and give the Owners/ the Developers all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered and the said property and the said building is transferred to the society and the work mentioned in this Agreement is completed in full and possession of such flats etc., are handed over to the respective purchasers of such flats etc. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (10) The Purchaser/s has/have agreed that the Developers shall at its own absolute discretion ultimately upon total development of said property convey to the ultimate society and/or organization of the flat/ shop purchasers etc. the ownership of the said property and convey the said Buildings, with such conditions as the Developers may deem fit and proper.
- (11) The Purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves/itself about the title of the Developers to the said land and he/she/they/it shall not be entitled, to further investigate the title of the Developers and no requisitions or objection shall be raised on any matter relating to the title by the said Flat / Shop Purchaser/s after execution of this agreement.
- (12) Nothing contained in this Agreement shall be constructed so as to confer upon the Purchasers any right title or interest of any kind whatsoever into or over the said land or building or any part thereof or the said flat / shop / unit such conferment shall take place only upon a Co-operative Housing Society or a Limited Company being formed by the Purchasers of different flats / shops / units in the said building and on execution of the Conveyance in favor of such Co-operative Society or Limited Company as hereinafter stated.
- (13) The Purchaser/s hereby agree/agrees to purchase from the Developer and the Developer hereby agree to sell to the Purchaser flat/shop/office/garage No....., of area admeasuring Sq/ft. (carpet) equal to _____ Sq/mtrs. (carpet) on thend floor of the building no. in "MUKTA ASHIYANA" project delineated in RED color boundary line on the floor plan thereof hereto annexed and marked as **ANNEXURE – "D"** (hereinafter referred to as "the said Premises") more particularly described in schedule II written hereunder.

(14) The Purchaser/s hereby agree/agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser/s the said premises for the price of Rs..... (Rupees Only)

In addition to the total consideration the Purchaser/s agree to pay service tax and VAT as and when it is levied by concerned authorities, if levied and is applicable to this sale. The Purchaser/s has/have paid to the Developers on or before the execution of this agreement a sum of Rs..... (Rupees Only) being the part of total consideration amount payable under the agreement (The Developers admit & acknowledges the receipts thereof) OR as and by the way of earnest money and hereby agrees to pay to the Developers the balance amount of Rs..... (Rupees Only) in the following manner:

Sr. no.	Stages	Payment as % of total sale price
1.	Initial Payment	10%
2.	On initiation of plinth	15%
3.	On initiation of 1st slab	15%
4.	On initiation of 3rd slab	15%
5.	On initiation of 5 th slab	15%
6.	On initiation of 7 th slab	15%
7.	On initiation of brickwork, plaster, flooring, electric and plumbing	10%
8.	On possession	5%

The above said consideration amount does not include the following charges:

- i. Stamp duty and registration charges and other charges payable to the concerned authorities,
- ii. Water and electricity connection charges'
- iii. Electric Cable line laying charges,
- iv. Club house charges,
- v. Legal charges for documentation,
- vi. Transfer fees,
- vii. Water resource development charges,

- viii. Society formation and registration charges,
- ix. Central Govt.service tax & State Govt.vat tax, Goods and Services Tax which is applicable now and onwards.
- x. Infrastructure charges. Etc.

However, the amount in respect of the above items will be ascertained and will be quantified by the Developers from time to time and while taking possession of flat/shop the Purchaser is required to pay the entire said amount so quantified before taking the final possession of the flat/shop.

- (15) It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of the Owners/Developers sending a notice to the said Flat / Shop Purchaser/s calling upon him/her/them/it to make payment of the same. The Owners/Developers will send such notice under certificate of posting at the address mentioned hereinafter to the said Purchaser/s and such posting will be sufficient discharge to the Developers.

Further the purchaser/s agrees to pay the Developers interest @ 12% per annum on all the amounts which becomes due and payable by the PURCHASER to the DEVELOPERS under the terms and conditions of this agreement from the date the said amount is payable by the PURCHASER to the DEVELOPERS.

- (16) On the said Purchaser/s committing default in payment on due date of any amount due and payable by the said Purchaser/s to the Developers under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and/or on the said Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers shall be entitled to, at Developers' own option, terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers shall have given to the said Purchaser/s fifteen days prior notice in writing of the Developers' intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate the agreement and default shall have been made by the said Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time is agreed by the Developers and the said Purchaser/s as fifteen days from the day of issue of notice.)

Provided further that upon termination of this agreement as aforesaid, the Developers shall refund to the said Purchaser/s the earnest money paid by the said Purchaser/s to the Developers, but the Developers shall not be liable to pay to the said Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Developers by Bank draft/pay-slip/ cheque at the address given herein, under postal certificate or by registered post A.D. as the Developers may deem fit, the Developers, shall be at liberty to dispose off and sell the said flat / Shop to such persons and at such price as the Developers may in their absolute discretion think fit.

- (17) "THE OWNERS/DEVELOPERS" shall have a first charge and lien on the Said Premises in respect of any amount payable by "THE PURCHASER/S" under the terms and conditions of this Agreement.
- (18) The fixtures, fittings and Amenities and common amenities to be provided by the Developers in the said building and in the said premises are those as described in the **ANNEXURE – "E"** hereunder written.
- (19) Commencing a week after notice in writing is given by the Developers to the said Purchaser/s that the said premises is ready for use and occupation irrespective of whether the possession of the premises is taken or not in accordance with the provisions of this agreement, the said Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoing in respect of the said property and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property/building/s. Until the said society/limited company is formed and the said properties or portion thereof and buildings are transferred to it, the said Purchaser/s shall pay to the Developers/Society/Company such proportionate share of outgoings as may be determined by the Developers. The said Purchaser/s further agree/s and undertake/s that till the said Purchaser/s share is so determined the said Purchaser/s shall pay to the Owners/Developers/Co- op. Society/Company provisional monthly contribution towards the outgoings. The amounts so paid by the said Purchaser/s to the Owners/Developers shall not carry any interest and remain with the Owners/Developers till the necessary transfer document including conveyance is executed in favor of the society or a limited company, subject to provision of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act (hereinafter referred to as "THE SAID ACT") and on such transfer document being

executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Owners/Developers to the society or limited company as the case may be subject deductions to be made, if any. The said Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further such lump sum amount as the developers/owners shall determine which shall be equivalent to 12 months maintenance charges shall be deposited by the said Purchaser/s with the Owners/Developers before taking possession of the premises.

The Developers reserve right to increase the proposed monthly contribution amount to provide for inflation/increase of above outgoings and the Purchaser/s shall pay the same and shall not raise any dispute regarding the same. The Developers shall render the account of monthly outgoings and security deposits to the Society/Limited Company and not individually to the Purchaser/s at any time.

- (20) The Developers shall maintain a separate account in respect of sums mentioned in abovesaid clause received by the Developers from the Purchaser/s.
- (21) The said Purchaser/s agrees and undertakes to pay all the amounts payable under this agreement as and when called upon by the Developers and the Developers are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non payments of any amount/s on the due dates. The said Purchaser/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Developers indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the said Purchaser/s under this agreement.
- (22) The said Purchaser/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the conveyance or any document or instrument of transfer in respect of the said property and/or any part thereof and the said buildings to be executed in favor of the society or limited company. The Developers will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.
- (23) The Developers shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats/shop/garages/office/parking spaces etc. The Developers will bear the local body assessment, if any payable and nothing else till all such unsold flats etc. are sold.

-
- (24) The said Purchaser/s agree/s and undertake/s to permit and give the Developers all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered and the said property and the said buildings is transferred to the society. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (25) The said Purchasers shall not be entitled to any rebate and/or concession in the price at his/her/their flat/ Shop premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said properties and/or the said building.
- (26) The Developers hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the said Purchaser/s, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said building.
- (22) The Developers hereby agree that they shall, before handing over possession of the premises to the Purchaser/s and in any event before execution of a conveyance of the said property in favor of a body to be formed by the Purchaser/s of flats/shops/garages in the building to be constructed on the said property (hereinafter referred to as "the Society/the Limited Company/condominium"), make full and true disclosure of the nature of his/their title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, and shall as far as practicable, ensure that the said property are free from all encumbrances and that the Owners/Developers has/have absolute, clear and marketable title to the said properties so as to enable them to convey to the said Society/Limited Company/condominium such absolute, clear and marketable title on the execution of a conveyance of the said property in favor of the said Society/Limited Company/condominium.
- (23) The Owners/Developers shall be entitled to enter into agreements with other Flat / Shop Purchaser/s on such terms and conditions of the agreements as the Owners/Developers may deem fit without affecting or prejudicing the rights of the said Purchaser/s in the said premises under this agreement.

- (24) Nothing contained in this Agreement shall be constructed so as to confer upon the Purchasers any right title or interest of any kind whatsoever into or over the said land/property or building or any part thereof or the said flat / shop / unit such conferment shall take place only upon federal Co-operative Housing Society being formed of and by Co-operative Housing Society of the Purchasers of different flats / shops / units in the said building/s and on execution of the Conveyance in favour of such federal Co-operative Society or Limited Company as hereinafter stated.
- (25) The name of the building/s being constructed shall forever be "MUKTA ASHIYANA".
- (26) It is hereby expressly agreed that the Owners/Developers shall notwithstanding anything contained in this agreement be entitled to sell the flats/Shop/ premises, shops, garages, stilts, open spaces/parking space etc., in the said buildings and other structures on the said property for residential user or for any other permissible user in that behalf in such manner and on such terms and conditions as the Owners/Developers may deem fit without affecting or prejudicing the rights of the said Purchaser/s in the said flat / Shop under this agreement. The said Purchaser/s and/or the ultimate society, Co. etc. shall not object to and hereby given his/its irrevocable consent to the Owners/Developers allotting, selling or otherwise dealing with flats/ Shop premises, shops, garages, parking spaces, open spaces etc. and such allotment sell etc. shall be binding on the said Purchaser and ultimate society limited co./condominium etc.
- (27) "THE PURCHASER/S" has/have hereby given his/her/their express consent to "THE OWNERS/DEVELOPERS" to create a mortgage of the said said land including construction thereon in favor of Bank or Financial Institutions to obtain loan or construction finance. This consent shall be deemed to have been given under the provision of Section 9 of the Maharashtra Ownership of Flats Act, 1963. This consent is given on the express understanding that the mortgage shall be cleared by "THE OWNERS/DEVELOPERS" at their own expense before the property is transferred to the society/limited company.
- (28) It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favor of the said Purchaser/s in respect of the said flat/Shop premises, the Owners/Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off Owners/Developers' rights, title and interest in the said buildings and/or in the said property or any part thereof or open land surrounding the said buildings and give open parking space or in any other manner the Owners/Developers may deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said properties and the same shall be binding on the said Purchaser/s and the ultimate society Ltd. co., condominium etc.

- (29) The said Purchaser/s and the persons to whom premises is let, sub-let, transferred, assigned or given possession of (after obtaining prior written permission of the Owners/Developers) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Owners/Developers and/or the society/ultimate body may require for safeguarding the interest of the Owners/Developers and/or the other flat/shop/garage/stilt/parking space/open space etc., holders in the said building.
- (30) In the event of the said Purchaser/s attempting to and/or disposing of the said premises or any part thereof to any persons or party (without obtaining the prior written consent of the Owners/Developers) this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the said Purchaser/s to the Owners/Developers under this agreement shall be refunded to the said Purchaser/s without any interest and the said Purchaser/s shall hand over vacant and peaceful possession of the said premises to the Owners/Developers forthwith if it is with him/her/it/they.
- (31) The said Purchaser/s or his/her/their/its permitted transferee and/or transferees and/or nominees shall not change the user of any of the premises from the aforesaid purposes at any time in future. The said Purchaser/s agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the said Purchaser/s.
- (32) The Developers shall give the possession of the said premises to the said Purchaser/s on or before the end of If the Owners/Developers fail or neglect to give possession of the said flat to the said Purchaser/s on account of reasons beyond the owners/the Developers control and of its agents as per the provisions of section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said act then the said Purchaser/s shall have an option to exercise his/her/their/its right of the monies paid to the Owners/Developers till then and the Owners/Developers shall be liable to refund to the said Purchaser/s the amounts already received by the Owners/Developers in respect of the said Premises with simple interest at nine per cent per annum from the date the Owners/Developers received the sum till the date of the refund of the amounts and interest thereon to be paid, provided that by mutual consent it is agreed that the dispute, whether stipulations specified in section 8 have been satisfied or not, will be referred to the competent authority who, will act as an Arbitrator. Till the entire amount and interest

thereon is refunded by the Owners/Developers to the said Purchaser/s, they shall subject to prior encumbrances if any be a charge on the said property as well as the construction of the buildings in which the premises/flat is situated or was to be situated.

Provided that the Owners/Developers shall be entitled to reasonable extension of time for giving delivery of flat / shop on the aforesaid date, if the completion of the building in which the premises is to be situated is delayed on account of:

(i) Non-availability of steel, cement, other building material, 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 authority.

(iv) Any order or injunction of any Court, tribunal etc.

If the Developer fails or neglects to give possession of the said premises to the Purchaser/s as agreed herein the Developer shall be liable on demand to refund to the Purchaser/s the amount already received by him in respect of the said premises with interest at the same rate as may chargeable to the Purchasers on his failure to pay consideration amount as agreed herein.

- (33) The said Purchasers shall take possession of the said premises as stated in this Agreement within seven days of the Owners/Developers giving written notice to the said Purchaser/s intimating that the said premises is ready for use and occupation.
- (34) After taking the possession of said premises the Purchaser/s is/are regularly paying all the taxes, cess, charges, expenses, maintenance, electricity bill and other outgoings in respect of the said premises.
- (35) The purchaser/s hereby covenant to keep the flat / shops wall and partition walls drains-pipes and appurtenances there to belonging in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the building other than his / her / their flats / unit / commercial area.

-
- (36) The Purchaser/s shall not use the said premises or permit same to be used for any purpose whatsoever other than as a residence / commercial or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other flats in the building or to be the owners or occupier of the neighboring properties nor for any illegal or immoral purposes.
- (37) The Purchaser/s will not any time demolish or cause to be done any additions alternations of whatsoever nature to the said premises any part thereof without prior consent / permission of the Builder / Proposed Society / Concerned Authority of T.M.C., The Purchaser/s shall not close Verandah of lounges or balconies or make any alteration in the elevation and outside color scheme of the said premises acquired by him/her/it.
- (38) All costs, charges, and expenses, including stamp duty, registration charges, and expenses in connection with the preparation and execution of this Agreement shall be paid by the Purchaser/s.
- (39) The Purchaser/s shall from the date of possession maintain the premises at the flat purchaser's own cost in good tenantable repair and condition and shall not do or cause to be done anything in or to the said building or the premises, staircases or common passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor shall the Flat Purchaser/s change, alter or make addition in or to the said premises or the Building or any part thereof.
- (40) The Purchaser/s shall not store in the said premises any goods which are of hazardous combustible, dangerous nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned Municipal / Government or other authorities , and shall not cause to be carried heavy packages to the upper floors which are likely to damage the staircases , common passage or any other structure of the building including entrance of the premises and flat Purchaser shall be liable for the consequence of breach of this clause.
- (41) The Purchaser/s shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time make or cause to be made any addition or alteration of whatsoever nature to the said premises or any part thereof nor any alteration in the elevation and outside color scheme of the said premises and appurtenances thereto in good tenantable repair and

condition and in particular so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams , walls, slabs or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Developers and / or the Society or the Limited Company.

- (42) To carry at his/her/their/its own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Developers to the said Purchaser/s and shall not do/or suffered to be done anything in or to the building in which the premises is situated or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the said Purchaser/s committing any act in contravention of the above provision, the said Purchaser/s shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (43) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said flat is situated.
- (44) The said Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The said Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.
- (45) The Purchaser/s hereby expressly agree and admits that The Developers / Owners have expressly informed and disclosed to the purchasers that the Developers / Owners are developing and constructing "MUKTA ASHIYANA" project of 3 buildings namely A-1, B-1 and C-1 Those Buildings are stilt plus seven part storeys building consist of flats and shops. on land bearing survey no.147 hissa no.B(part) admeasuring about 0H-24R-0P by using F.S.I. of the said land and by using T.D.R. of other lands on the said land.

- (46) The Purchasers agreed and admits that the developers / Owners shall form either single Co-operative housing society or company or association of flat purchasers of all buildings or separate Co-operative housing society or company or association of flat purchasers of one or more than one buildings, whichever, the Owners/Developers think proper / necessary for better maintain and manage affair and maintenance of building/s and common amenities provided in "MUKTA ASHIYANA" The purchasers shall not be entitled to demand formation of society or company or association of one or some of the buildings as per their wish.
- (47) In the event any development charges or betterment charge or premium or tax or any other levy becomes payable by the Owners/Developers, the said Purchaser/s hereby agrees to reimburse the same to the Owners/Developers in proportion to the area of Flat/ Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Owners/Developers shall be conclusive and binding upon the said Purchaser/s.
- (48) Till a conveyance of the buildings in which the premises is situated is executed the said Purchaser/s shall permit the Owners/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and conditions thereof.
- (49) The said Purchaser/s agrees that his/her/their/its interest in the said property and the said buildings is impart able and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said buildings.
- (50) Until the said property together with the said building is conveyed as aforesaid, the Developers will control the management of the said buildings, realization of outgoings and the disbursements of the payments to be made. The Purchaser/s along with other flats/shops/offices/garages/parking space Purchaser/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Developers.

(51) Notwithstanding any other provisions of this Agreement the Owners/Developers shall be entitled to, at the Owners/Developers sole and absolute discretion:

i. To cause to be conveyed and/or transferred the building and/or buildings together with the land underneath and appurtenant land in favor of such society and/or limited company and/or other associations as the case may be.

ii. To decide and determine how and in what manner the infrastructure including the common utility areas and gardens and other recreational facilities to be use by the various Flat / Shop Purchasers may be transferred and/or conveyed.

iii. To decide from time to time when and what sort of document of transfer should be executed.

(52) REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser
as follows:

- i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. Save and except stated herein and disclosed in the title report, there are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said

building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Developer 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 project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;
 - viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
 - x. The Developer has duly paid and shall continue to pay and discharge u n d i s p u t e d 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;
 - xi. 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 or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.
- (53) After the Developer executes this Agreement it shall not mortgage or create a charge on the said Prmeises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take such said premises.

- (54) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises / flat or parking and/or of the said properties and/or building or any part thereof. The said Flat / Shop Purchaser/s shall have no claim save and except in respect of the premises/flats hereby agreed to be sold to him and all open spaces, staircases, lobbies, unallotted parking spaces, common terrace, garden, recreation spaces, etc., will remain the property of the Owners/Developers until the said properties and/or any part thereof and building is transferred to the proposed co-operative society or the limited company as mentioned herein but subject to the rights of the Owners/Developers under this agreement.
- (55) The said Purchaser/s along with other Purchaser/s / Occupants of premises/flat in the building shall join in forming and registering the society or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member as also including the bye-laws of the proposed society and duly fill in, sign and return to the Owners/Developers within seven days of the same being forwarded by the Owners/Developers to the said Purchaser/s so as to enable the Owners/Developers to register the organization of the said Flat / Shop Purchaser/s under section 10 of the said act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Rules, 1964. No objection shall be taken by the said Flat / Shop Purchaser/s if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association, by the Owners/Developers as the Owners/Developers may deem fit or as may be required by the registrar of co-operative societies or the registrar of companies, as the case may be or any other competent authority.
- (56) The Owners/Developers shall if necessary, become a member of the society in respect of the Owners/Developers' rights and benefits conferred herein or otherwise. If the Owners/Developers transfer, assign, and/or dispose off such rights and benefits at anytime to anybody the assignees, transferees and/or the Purchaser/s thereof shall become the members of the society in respect of the said rights and benefits. The said Purchaser/s herein and the society will not have any objection to admit such assignee or transferee as the member of the society and shall not charge any fees or other amounts therefore.

- (57) It is agreed by and between the Owners/Developers and the said Purchaser/s that the Owners/Developers shall on receipt of the occupation/completion certificate of all buildings on the said Properties and amalgamated properties and other properties forming part of the cluster of properties and after completing sale of all flats, etc., cause to be transferred to the society or limited company, all the rights, title and interest of the Original owners of the said property together with the building subject to the sale and/or allotment of garage, parking space, stilts, open space etc. by executing and/or by causing the execution of the necessary conveyance of the said property to the extent as may be permitted in favor of such society or limited company, as the case may be and such conveyance shall be in keeping with the terms and provisions of this agreement.
- (58) The power and authority of the society or limited company or the said Purchaser/s herein and other Flat / Shop Purchaser/s shall be subject to the over all power, control and authority of the Owners/Developers in any of the matters concerning the building and other construction on the said entire land completion thereof and all amenities pertaining to the same and in particular the Owners/Developers shall have absolute authority and control as regards the unsold flats, etc. and the disposal thereof.
- (59) The Owners/Developers shall have a first charge and lien on the said premises in respect of any amount payable by the said Purchaser/s under the terms and conditions of this agreement.
- (60) The Advocates and Solicitors of the Owners/Developers shall prepare and/or approve as the case may be any deeds, and/or documents to be executed in pursuance of this agreement.
- (61) The said Purchaser/s shall sign all papers and documents and do all other acts, deeds and things that the Owners/Developers may require him/her/them to do and execute from time to time for more effectively enforcing this agreement and/or for safeguarding the interest of all persons acquiring the remaining premises/flats in the said building or on the said properties.
- (62) In the event of the said Purchaser/s failing to sign any papers required by the Owners/Developers as herein before provided this agreement shall stand automatically terminated and the said Flat / Shop Purchaser/s shall have no claim in the said premises or against the Owners/Developers whatsoever

except for refund or repayment of the amount paid so far by the said Purchaser/s to the Owners/Developers.

(63) Any delay or indulgence shown by Owners/Developers in enforcing the terms of this agreement or any forbearance or giving of time to Purchaser/s shall not be construed as a waiver on the part of the Owners/Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the said Purchaser/s nor shall the same in any manner prejudice the rights of the Owners/Developers.

(64) All notices to be served on the said Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the said Purchaser/s under certificate of posting to his/her/their/its address given below;

.....,

 Pin Code:

The PAN Nos. of the parties are as under:

Owners/Developers: M/s. Mukta Builder :

Purchasers: 1.
 2.

(65) The Owners/Developers shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

(66) The Stamp duty and Registration charges and other out of pocket expenses in respect of and incidental to this agreement and all other documents to be executed in pursuance of this agreement including any Power of Attorney and conveyance and/or transfer deed shall be borne and paid by the purchasers alone and the purchaser alone will be liable to pay all interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this agreement is found to be insufficiently or improperly stamped or otherwise.

(67) The said Purchaser/s is/are aware of the provisions of Income Tax Act wherein service tax has been levied on construction services. The said Purchaser/s

shall be bound and liable to pay such taxes if any. The said Purchaser/s hereby agree/s and undertake/s to pay the same if and when becomes payable.

- (68) This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Maharashtra Act No.XV of 1977) and the rules made under the said act to the extent they are mandatory.
- (69) Both parties hereto agree and admit that if any issue or dispute arises between the parties relating to terms and conditions hereof, that dispute shall be referred to sole arbitrator to be appointed by mutual consent by both the parties.
- (70) The Purchaser/s agrees/s that the purchaser/s has/have no objection to and /or shall never object to the arrangement /allotment made and entered into between the Developers and other flat/shop/premises Purchaser/s in respect of parking space/stilt parking in premises of "MUKTA ASHIYANA" The purchaser/s agree/s that on request of the purchaser/s who has /have purchased or agree/s to purchase flat/shop or premises in "MUKTA ASHIYANA", the Developers are and shall be entitled to allot and handover Permanent parking space/stilt parking in premises of "MUKTA ASHIYANA" The Purchaser/s hereby empower/give consent to the Developer who are promoter also of proposed housing cooperative society/association /company, etc. to allot/handover parking space/stilt parking to the purchaser.
- (71) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersede any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises, as the case may be.
- (72) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
- (73) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- (74) That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
- (75) Developer hereby declare and confirms that the present agreement is signed by him. The developer further agrees that he has authorized and constituted Attorney to one Mr. to admit execution of and to register agreement executed by the Developer in office of Sub-Registrar of Assurance in name of and on behalf of the proprietary firm and its proprietor. Power of attorney is annexed herewith at Annexure

THE SCHEDULES I ABOVE REFERRED TO:

All those pieces or parcels of land, hereditaments and premises bearing bearing Survey no.147, Hissa no.B(part), admeasuring about 0H-24R-0P that is about 2400 sq.mtrs. situate at village Shil, Taluka and District Thane, within the registration district and sub-district of Thane and bounded as follows:

- On or towards East :
- On or towards West :
- On or towards North :
- On or towards south :

THE SCHEDULES II ABOVE REFERRED TO:

(The said Premises)

Flat/shop No....., admeasuring about sq.ft. [Carpet] equal tosq.mtrs. (Carpet), on the Floor, in the building No. known as “MUKTA ASHIYANA”, Village Shil, Taluka & District Thane, in the registration district and sub-district Thane, within the limits of Thane Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have here to set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED]
by the within named **DEVELOPER**]
M/s. MUKTA BUILDER]
through it's Partner and authorized]
signatory Mr.Ehtesham Firoz Khan]
In the presence of]
1.
2.

SIGNED , SEALED AND DELIVERED]
by the within named **PURCHASER**]
1. Mr.

2. Mr.....

In the presence of
1.
2.

RECEIPT

Received from the purchasers, a sum of Rs..... **[Rupees**
..... **Only]** being the part payment of consideration of the said
premises, as contemplated in this Agreement.

I say received Rs.

[Mr.]
Partner of M/s. MUKTA BUILDER

Witnesses:

1.

2.