

Date- 30.07.2016

AGREEMENT OF SALE

THIS AGREEMENT is made at _____ this _____ day of _____,
_____ between **Mr. Mukund S. Shrikhande, Land Owner & Builder**, carrying on business at B 704, Fantasia Raheja Garden, L.B.S Road, Thane (W) 400 604 ,hereinafter called as “**Builders**” (which expression shall unless it be repugnant to context or meaning thereof be deemed to include partner/s for the time being constituting the said firm, the survivor/s of them and heirs, administrators or executors of such survivors his or her assignees) of the One Part

And

Mr/Mrs. _____,

Age _____, Occupation _____,
residing at _____,

hereinafter called the “**Purchasers**” (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include his or her heirs, executors and permitted assignees) of the Other Part

WHEREAS by virtue of

A. Registered Sale Deed dt.01/11/2010 between 1) Shri.Manwel Dega Pereira,2)Smt Julia Alekha Munees,3)Shri Natal Bastav D’souza,4)Smt Mery Volter Gomez,5)Smt Dumu Enus Pereira through their Constituted Attorney Shri Manwel Dega Pereira as Vendors and 1) Shri Mukund S Shrikhande & 2) Shri Mohammad Rafique Ibrahim Shaikh as Purchasers the Purchasers have purchased the said Property bearing S No 67 Hissa No 9 admeasuring about 480 square meters.,lying and situated at village Majiwade,Taluka & District Thane.The said Vendors have also executed and Registered an Irrevocable Power of Attorney in favour of the Purchasers.

B.The Purchasers have also secured an order from the SDO Thane,dated 1/8/2012 in respect of sale permission for the above said property favouring the Purcahsers.

C.By virtue of the Sale Deed,Power of Attorney & Sale Permission the 7/12 extract was effectively transferred in the name of Mukund S Shrikhande & Mohd.Rafique Shaikh as Owners.

D.Shri Mohammad Rafique Shaikh has released all his rights in the said property favouring Mukund S Shrikhande vide a Registered Release Deed thereby making Mukund S Shrikhande the absolute & only owner of the said property S.No.67 H.No 9.

The ‘Builders’ thus are owners and absolutely seized and possessed of land bearing S. no. 67 Hissa no. 9, herein-after referred to as ‘**The Said Property**’ more particularly described in the first schedule herein under written.

AND WHEREAS with intention to load TDR on the said property the Builders have purchased TDR by virtue of following agreements,

- (a) Deed of transfer of TDR/D.R.C.(F.S.I) dt. 28/10/2015 executed between 1. Shri Milind Korde as a “Assigners” and Mr. Mukund S Shrikhande as a “Assignee” in respect of TDR admeasuring 86 sq. mtrs. for which Development Right Certificate (DRC) is granted bearing Development Rights Certificate No 009 Transit Camp Reservation no 3 and Folio No TDR/@/Construction Amenity (Reservation) dated 10/01/2013.

(b) Deed of transfer of TDR/D.R.C.(F.S.I) dt 28/10/2015 executed between Shri Vasanji Karia (HUF) as a “Assigners” and Mr Mukund S Shrikhande, as a “Assignee” in respect of TDR admeasuring 10 sq. mtrs. for which Development Right Certificate (DRC) is granted bearing certificate No 009 Transit Camp Reservation No.3 and Folio No TDR/@/Construction Amenity (Reservation) dated 10/01/2013.

AND WHEREAS the said Mukund S. Shrikhande i.e. ‘Builders’ herein in furtherance of the intention of the development of the said property put up the plan for sanction with the local authority Thane Municipal Corporation.

AND WHEREAS the Thane Municipal Corporation scrutinized the plan submitted by the Builders and accorded its sanction under CC No. VP S02/0090/11/TMC/TDD/1442/15 dated 01/07/2015 and issued Commencement Certificate in the name of Mukund S Shrikhande and M.Rafique Shaikh for the construction of building on the above mentioned property.

AND WHEREAS the builders are constructing the said Building on the said Property in accordance with the said sanctioned plans and shall sale the same on ownership basis, as they may in their discretion deem fit.

AND WHEREAS the Title to the said Property has been investigated by Adv. Subhash Kale Attorney-at law who has issued his certificate in respect thereof as per copy annexed hereto and marked ‘A’.

AND WHEREAS the Purchaser has seen the said Property prior to the execution of this Agreement and has also taken inspection of the said plans for construction of the said Building hereinafter referred to in the sanctioned plans and all the necessary documents in respect of the said Property.

AND WHEREAS the Builders have supplied to the Purchasers true copies of all such documents as mentioned in Rule A of the Maharashtra Ownership Flats Rules of 1964, hereinafter called “the said Rules” as desired by the Purchaser;

AND WHEREAS the Builders have entered and/or will enter into such Agreements with other persons and /or parties in respect of the sale of other flats in the said Building.

AND WHEREAS the Purchaser has agreed to purchase Flat No. _____ on the _____ floor of the said **Building** _____ adm. _____ sq. mtrs. **Carpet** area (Which is inclusive balconies, cub-board area, etc.) Allotted to the Purchaser & shown & marked accordingly on the floor plan annexed hereto) of the **proposed residential building in the said property to be known as “ECO VASTU”, in or upon the said property as per the sanctioned Plans** with full notice of the terms and conditions referred in these recitals on the terms and conditions hereinafter appearing:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Purchaser hereby agrees to purchase from the builders the premises being Flat No. _____ on the _____ floor of the said Bldg. No. _____ admeasuring _____ sq. mtrs. Carpet (Which is inclusive balconies, cub-board area, etc.) Allotted to the Purchaser & shown & marked accordingly on the floor plan annexed hereto) equivalent to _____ sq. mtrs. Carpet (Which is inclusive balconies, cub-board area, etc.) Allotted to the Purchaser & shown & marked accordingly on the floor plan annexed hereto) hereinafter called "the said premises" in the said building under construction by the builders as per the plans and specifications seen and approved by him/her for Rs. _____ /- (Rupees _____).

_____ . The said Price is fixed on lump sum basis excluding all taxes and has no bearing whatsoever on the actual area of the said premises. The said price shall be paid by the purchaser to the builders in the manner given below:-

- A. Rs. _____ /- being 20 % as and by way of Earnest money on or before _____
- B. Rs. _____ /- being 15 % on Commencement of Plinth on or before _____
- C. Rs. _____ /- being 6% on Commencement of 1st Slab on or before _____
- D. Rs. _____ /- being 6% on Commencement of 2nd Slab on or before _____
- E. Rs. _____ /- being 6% on Commencement of 3rd Slab on or before _____
- F. Rs. _____ /- being 6% on Commencement of 4th Slab on or before _____
- G. Rs. _____ /- being 6% on Commencement of 5th Slab on or before _____
- H. Rs. _____ /- being 6% on Commencement of 6th Slab on or before _____
- I. Rs. _____ /- being 6% on Commencement of 7th Slab on or before _____
- J. Rs. _____ /- being 6% on Commencement of 8th Slab on or before _____
- K. Rs. _____ /- being 6% on Commencement of Brick Work on or before _____
- L. Rs. _____ /- being 6% on Commencement of Plastering on or before _____
- M. Rs. _____ /- being 3% on Commencement of Plumbing on or before _____
- N. Rs. _____ /- being 2% on Possession.

2. The area of the said premises agreed to be purchased by the purchaser is on the basis of the built up area. The calculation of the built up area includes the full thickness of internal and external

walls, passages, toilets, staircase, and any other area used for amenity to the building such as balcony, meter room etc. proportionately.

3. The time for payment of the installments of the purchase price as provided in clause no. 1 above shall be of the essence of this contract. The certificate of the Architect of the builders shall be conclusive proof that the plinth or the respective slabs or work has been completed and within seven days from the receipt of a notice from the Builders to the Purchaser, time being of the essence, informing the Purchaser that the plinth or the respective slabs have been cast, the Purchaser shall make the payment as herein provided. The Purchaser shall not be entitled to raise any objections as regards the completion of plinth or the casting of the respective slabs or in regard to the certificate of the Architect Builders.
4. It is expressly agreed by the Purchaser that time shall always be essence of the contract as regard payment of the purchase price in respect of the said premises so also all other payment required to be made by the Purchaser to the Builders herein. In the event of the purchaser making default in any of the installments aforesaid on their respective due dates, the Builders shall at their option be entitled to cancel and terminate this agreement by forfeiting all the amounts received by the Builders till then, or to charge interest on outstanding installments @24% per annum from the date of default till the date of payment. In the event of Builders exercising their option of terminating the contract, the developers shall be entitled to sell and / or dispose off / or transfer the said premises in favour of the third party and the purchaser herein will then have no right to object to such sale and disposal of the said premises, as the case may be, by the Builders to the third party. The decision of the Builders in such cases will be final and binding.

PROVIDED ALWAYS, that the power of termination herein before contained shall not be exercised by the Builders, unless and until the Builders shall have given the purchaser 15 days prior notice in writing of their intention to terminate this agreement.

5. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Builders to the said property and has accepted the same and shall not be entitled to any further investigations relating thereto.
6. All letters, receipts and/or notices to be issued and served upon the Purchaser as contemplated by the Agreement shall be deemed to have been duly issued and served if sent to the Purchaser at the address mentioned herein by prepaid post or courier services and shall duly and effectually discharge the Builders.

7. In the event of Builders being entitled to construct any additional structure/s or Builders desiring to make alterations or additions in the said property under the building byelaws, rules and regulations of the Thane Municipal Corporation or otherwise or in the event of the Builders becoming entitled to construct structure/s or alterations and/or additions in the said property by virtue of any alterations in the building plans within the byelaws, rules and regulations of the Thane Municipal Corporation Or otherwise, the Builders shall be entitled to carry out construction of such additional structures and/or additions or modifications and alterations and/or additions in the said building which is proposed to be constructed in the said property. The Purchaser hereby gives his/her irrevocable consent under the provisions of section 7 of the Maharashtra Ownership Flats Act, 1963 to such additional structure/s being constructed under such alterations, additions or modifications being carried out by the Builders in the said property.
8. The Purchaser hereby agrees and confirms that inspection has been given by the Builders of the plans and the Specifications of the said building which is proposed to be constructed by the Builders in the said property. The Purchaser hereby further agrees and covenants with the Builders to sign and execute in all papers and documents in favour of the Builders or otherwise as may be necessary for the purpose of enabling the Builders to construct the said building in accordance with the said plans relating thereto or such other plans with such additions and alterations as the Builders may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of Thane Municipal Corporation or any other appropriate authorities in that behalf as well as for the construction of such building in the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the premises agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the said consent is irrevocable.
9. The builders agree to hand over possession of the said premises to the purchaser on or before _____ subject to availability of cement, steel or other building material and water for building construction and subject to any act of God such as earthquake, flood or any other reason beyond the control of the builders, failing which the builders shall refund the same received by them hereunder as provided in section B of the Maharashtra Ownership Flats Act, 1963. The Purchaser shall not be entitled to any damages whatsoever.
10. Nothing contained in these presents shall be construed to confer upon the purchaser any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof. Such conferment shall take place only upon the execution of the Conveyance in favour of the Co-operative Society or on incorporated body to be formed by the purchaser of different premises in the said building as hereinafter stated.

11. It is agreed that if the Floor Space Index is not consumed in full in the construction of the said building and if before the transfer of the property to a Co-operative Society or Incorporated Body any further construction on the land allowed in accordance with the rules and regulations of Thane Municipal Corporation then the Builders would be entitled to put up additional or other construction without any let or hindrance by the purchaser and to sell the additional premises thus available on ownership basis and to receive and appropriate the price in respect thereof. It is however agreed by the builders that they will not construct such additional or other structure so as to adversely affect the area or the location of the premises agreed to be sold to the purchaser. The Purchaser hereby gives his irrevocable consent to such construction by the builders and for that matter to make such alteration or changes in the plans shown to the Purchaser.
12. The
Builders shall have right to sell off the terrace in the whole or in parts to the appropriate flat purchaser/s in the buildings/s, as per their own choice and volition, to which no purchaser/s shall make any grievance. The purchaser/s of the terrace shall use the part of the terrace so sold to him/her/them as per the mutual agreement between the parties.
13. The
Builders shall have a right until the execution of the conveyance/s in favour of the co-operative society to be formed by the purchasers and /or apartment and/ or company, to make additions, raise storey's or put up additional structures which shall be the sole property of the Builders, who will be entitled to dispose it off in any way they choose. The Builders shall be at liberty to sell, assign, and/or otherwise deal with or dispose off their right, title, and interest in the said property, hereditaments and premises in the building to be constructed without any recourse whatsoever to the purchaser/s. The Builders shall be at liberty to built up additional structures i.e. Sub-station, for electricity, the office of co-operative society and/or apartment, temple or place of worship, cover and enclose and construct garage in the open compound, underground and overhead tanks, watchmen cabins, septic tanks, soak pit etc.
14. In the event of any portion of the said property being required by the M.S.E.B. for the putting an electric sub-station the builders shall be entitled to give such portion to the said M.S.E.B. or any other body for such purpose on such terms and condition as the builders shall think fit.
15. In the event of a portion of the land being notified for set back prior to the transfer of the property to a Co-operative Society or an Incorporated Body, the builders alone shall be entitled to receive the amount of compensation for such set back land.
16. The Purchaser shall have no claim save and except in respect of the premises hereby agreed to be acquired. All open spaces, lobbies,

staircase etc. will remain the property of the Builders until the whole property is transferred to the proposed Co-Operative Society or an Incorporated Body as hereinafter mentioned but subject to the rights of the builders as mentioned herein. It thereby agreed that the builders shall be entitled to sell any premises in the said building for the purpose of using the same as restaurants, dispensaries, nursing homes and/or maternity homes, coaching classes, bank and for any other business purpose and the purchaser shall not object to the user of such premises for the aforesaid purpose and the purchaser thereof.

17. The Builders shall be entitled to offer possession of the premises upon the builders obtaining part occupation certificate in respect of the said building and as soon as the building is notified by the builders as ready for the occupation, each of the purchaser of the said building (including the purchaser) shall pay their respective arrears of price payable by them within seven days of such notice served individually or put at some prominent place in the building. If the purchaser fails to pay the arrears as aforesaid, the BUILDERS will entitle to forfeit the amount previously paid by the Purchaser who shall cease to have all rights in the premises to be taken by him/her. The Builders shall be entitled to proceed with the construction work of the remaining building.
18. Under no circumstances the purchaser shall be entitled to the possession of the premises unless and until all payments required to be made under this agreement by the Purchaser have been made to the builders and other obligations, terms and conditions agreed by the Purchaser and mentioned in this agreement are carried out fully by the Purchaser.
19. The Builders shall in respect of any amount payable by the purchaser under the terms and conditions of this agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser.
20. Commencing a week after a notice is given by the builders to the Purchaser that the premises are ready for use and occupation, the purchaser shall pay on or before the 5th day of every month to the builders until the said property together with the building to be constructed thereon is transferred to the proposed organization as provided herein, sum at the rate of _____ per square foot per month of the built up area of the said premises towards the proportionate share that may be ascertained by the builders of (a) the insurance premium for insuring the said building against fire, riot and civil commotion etc. (b) the Municipal rates, charges and taxes including collector's charges and all other outgoings that may from time to time be levied on or incurred in respect of the said property (c) the charges for the maintenance and management of the said building including wages and salaries of watchmen sweepers, bill collector and accountant (d) electricity charges of common lights, meter pumps etc. The said payment shall be on the ad-hoc basis and the purchaser shall be liable to pay actual proportionate taxes and outgoings.

21. Before taking possession of the said premises, the Purchaser shall deposit with the Builders the following amounts :-

- a) Rs. _____/- towards the legal charges as regards this agreement (exclusive of stamp duty and Registration charges)
- b) Rs. _____/- for the share money application and entrance fee of the society or Limited Company.
- c) Rs. _____/- for formation and registration of the society or Limited company.
- d) Rs. _____/- for proportionate share of taxes and other charges for _____ months.
- e) Rs. _____/- for installation of electricity meter, Transformer laying of cables and other incidental charges (if at the time of possession, the expenses are more than Rs. _____/- then in that event the Builders shall have the right to recover the same from the purchaser/s).
- f) Rs. _____/- Water charges that may be payable in the event of water being supplied by the tankers, and the charges required for getting a water connection from the concerned authority.
- g) Rs. _____/- towards development charges.
- h) Rs. _____/- towards _____ months maintenance charges.
- i) Rs. _____/- towards installation of solar system as per the Thane Municipal Corporation compulsion.

22. Until such time the development is completed and the possession of the building delivered to the said body corporate, Society, the Builders will be entitled at their discretion, to control the management of the said building/s and to realize the outgoings and to disburse the payments to be made.

23. The Purchaser hereby agrees to contribute and pay his proportionate share towards the costs, expenses and outgoings in respect of the matter specified here under:

- 1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters, and rain water pipes of the building, water pipes and electric wires in under or upon the building and enjoyed or used by Purchasers in the common with the other occupiers of other flats and parking spaces and the main entrance, passages, landing and

staircases of the buildings and boundary walls of the building compounds and terraces etc.

2. The costs of clearing and lighting the passages, landing, staircases, and other part of the building so enjoyed or used by the purchaser as aforesaid.
3. The cost of the salaries of clerks, bill, collectors, sweepers, watchmen, etc.
4. The cost of working and maintenance of lifts, water connections, lights and other services.
5. Municipal and other taxes.
6. Insurance and other charges.
7. Such other expenses as are necessary or incidental for the maintenance and unkeep of the building.
8. Additional taxes that may be levied by Kulgaon Badlapur Municipal Council.
9. Any other Taxes that may be levied by Local / State / Central Authority.
24. The Builders shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the premises to the Purchaser.
25. The purchaser shall use the said premises or shall permit the same to be used only for the purpose of user mentioned in this Agreement and not for any other purpose whatsoever. It is hereby agreed that the purchaser shall use the said premises only for the purpose for which the same was purchased.
26. On possession of premises being acquired and taken by the purchaser, he/she/they shall not be entitled to make grievances regarding any item of work, or quality of work, or material used for construction of the building, nor shall be entitled to make any claim in this behalf nor shall the builders be liable for the same.
27. The Purchaser gives his unequivocal consent to the builders to mortgage the said property to any financial institution, banks, etc., for raising of the loan which, in the discretion of the Builders, is necessary for the completion of the development, construction, and work in or over the said property.
28. The parties hereto and more specifically the purchaser agree that he/she /they shall not park his/her /their vehicle of any sort in the complex

unless and until he/she/they have been provided specific parking places in the stilt, open or covered garage, further that the purchaser herein, if is not provided with such parking space shall not bring his vehicle/s, or park same in the complex compound.

29. The parties hereto agreed that the Builders shall be entitled to amalgamate the adjacent property with the said property. The Builders shall further be entitled to modify, amend, alter, change the layout of the property by changing the alignments, locations, placement of garden, parking area, or other amenities or facilities and shall further be entitled to propose and put up any additional new building or a structure either by independent or by way of extension or in continuation or attached to the building under construction in the lay-out with or without amendment of such Lay-out.
30. If the purchaser/s desire/s to sell or transfer his/her/their interest in the said premises or wishes to transfer to give the benefit of this agreement to anyone else and if the Builders agree to give such consent then and in such event prior to the Builders granting to the purchaser the consent as herein contemplated, the purchaser shall pay the Builders such sum as the Builders may in their absolute discretion determine by way of transfer charges and administrative and other costs, charges and expenses pertaining to the same. It is clearly understood that unless such amount is paid to the Builders by the purchaser, the purchaser shall not be entitled to sell or transfer his/her/their interest in the said premises and the developers shall not be bound or liable to give consent to such transfer, further the Builders are not obliged to the consent to such transfer even if the purchaser willing to pay such charges.
31. So long as each premises in the said building is not be separately assessed for taxes and water rates by Thane Municipal Corporation, the Purchaser shall pay proportionate share of the water taxes and other taxes assessed on the whole building by Thane Municipal Corporation PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Thane Municipal Corporation or any other authority by reason of any permitted use, The Purchaser alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of premises, the Purchaser and other purchasers shall observe and perform all the rules and regulations of Thane Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Builders against any loss and damage.
32. The Purchaser hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of similar nature becoming payable by the Builders, the same shall be reimbursed by the Purchaser to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser and

in determining such amount the decision of the Builders shall be conclusive and binding upon the Purchaser.

33. The Purchaser shall maintain at his own costs, the premises agreed to be acquired by him in the same good condition, state and order in which it is delivered to him and shall abide by all Bye-laws, rules and regulations of the Government, Thane Municipal Corporation or of any other authorities and all notices for violation of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this agreement.
34. In case any security deposit is demanded by the water department of Thane Municipal Corporation before giving water connection to the proposed building and/or by M.S.E.B. for giving electric connection to the proposed building, the Purchaser shall contribute proportionately towards the payment of such deposit in proportion to the area of the premises agreed to be acquired by him.
35. The Purchaser hereby agrees to pay all the amount payable under the terms of this agreement as and when they become due and payable, time in this respect being of the essence of the contract. Further the Builders are not bound to give any notice requiring such payment and the failure thereof shall not be plea or an excuse for nonpayment of any amount/s on their respective due dates.
36. The Purchaser hereby covenants with the Builders to pay amounts liable to be paid by the Purchaser as agreed under this agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Builders.
37. The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society, or on Incorporated body to be formed in the manner hereinafter appearing and also from time to time to sign and execute the application for registration, other papers and documents necessary for the formation and registration of such Society or an Incorporated body including Bye-laws of such society and duly fill-in, sign and return within 3 days of the same being forwarded by the Builders to the Purchaser. No objection shall be taken by the Purchaser to the charges and modifications which are made in draft Bye-laws as may be required by the registrar of Co-operative Societies and other Competent Authorities. The Purchaser shall be bound from time to time sign all papers and documents and to do all other things as the builders may require him to do from time to time for safeguarding the interest of the Builders and of other Purchasers of the premises in the said buildings and in the proposed multi-storied building. Upon failure to comply with the provision of this clause this agreement shall ipso facto come to an end and the deposit and other monies paid by the Purchaser shall stand forfeited by the Builders.
38. The Purchaser shall not, let, sub-let, sell, transfer, convey, mortgage, charge or in anyway encumber or deal with or dispose of his premises or assign, underlet, give on leave and license, part

with the possession of his interest under or benefit of this agreement or any part thereof, till all his dues of whatsoever nature owing to the Builders are fully paid and only if the Purchaser has not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement and until he obtains previous consent in writing of the Builders.

39. The Purchaser hereby covenants to keep the premises, walls, drains, pipes and upper tenancies thereto belonging in good repair condition and in particular so as to support shelter and protect the parts of the building other than his premises.
40. The Purchaser shall permit the builders and their surveyors or agents with or without workmen and others at all reasonable times to enter into and upon his premises or part thereof to view and examine the state and condition thereof and the Purchaser agrees to make good within two months all defects, decays, and want of repair of which notice in written shall be given by the Builders to the Purchaser.
41. The Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said premises or any part thereof for the purpose of viewing or repairing any part of the building and for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, Pipes, cables, water, covers, gutters, wires, party walls, structures or other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing, and for similar purpose of cutting of the water supply to or any or the premises of the building in respect whereof the purchaser or occupier prior of such other premises, as the case may be, shall have made default in paying his share of the water tax.
42. The Purchaser shall not use the premises or permit the same to be used for any purpose whatsoever other than that permitted under the existing Rules and Regulation nor use the same for any purpose which may or is likely to cause nuisance and annoyance to the occupiers of the other flats in the building and the neighboring properties nor for any illegal or immoral purposes. The purchaser shall not keep or store in the said flats any goods or hazardous or combustible or obnoxious nature or which are too heavy to effect the construction of the structure of the said building.
43. The Purchaser shall at no time demand partition of his interest in the said plot and building, It being hereby agreed and declared by the Purchaser that his interest in the said plot and building is impartible and it is agreed that the builders shall not be liable to execute any document in respect of the said premises in favour of the Purchaser.
44. The Purchaser will not at any time demolish or cause to be demolished the premises or any part thereof. The purchaser shall not permit the closing of Verandah or lounge or balconies or

make any alteration in the elevation and outside colour scheme of the premise to be acquired by him without the prior written consent of the Builders and also after obtaining the permission of the Kulgaon Badlapur Municipal Council or any other public body in this behalf.

45. 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 Purchasers of the other premises in the said building at their own costs and the Builders shall not be in any manner liable or responsible for the same.
46. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance or any flat in or any part of the said building or cause any increased premium to be payable in respect thereof.
47. The Purchaser shall not decorate the exterior of his premises otherwise than in the manner agreed to by the Builders or in the manner as near as may be in which the same as previously decorated.
48. The Purchaser shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown outside their premises. The Purchaser shall not keep any goods or belongings outside the said premises or in the said building.
49. After the building is complete and ready and fit for occupation and after the Society or any other Incorporated Body of the Purchasers of the premises in the said building have been formed and registered and after the Builders have received all dues payable to them on the terms of the agreement with the various Purchasers, the Builders shall arrange for execution of a conveyance in respect of the property in favour of the proposed Society or Incorporated Body within a reasonable period. Such conveyance shall be in such form and contain such terms and conditions as the Builders's Solicitor may in their absolute discretion determine.
50. In the event of the Society or Incorporated Body being formed and registered before the sale and disposal by the Builders of all the premises in the said building as aforesaid the power and authority of the Society or Incorporated Body so formed or of the Purchaser and other Purchasers of the premises shall be subject to the overall the authority and control of the Builders over all and any of the matters concerning the said building and in particular the Builders shall have absolute authority and control as regards the unsold premises and disposal thereof.
51. The name of the building on the said plot shall always be known and subject to the approval of the Assistant Registrar of Co-operative Societies, as _____ Co-operative Society

to be formed shall bear the said name or shall be preceded by the words or to that effect.

52. The Builders shall always have a right to make additional structures or additions or modifications in the plans as may be permitted by the Municipal and other competent authorities. Such additions and additional storeys will be the sole property of the Builders, who will be entitled to sell the same. The Purchaser hereby gives his irrevocable consent to the Builders for carrying out such additional alterations or modifications as the Builders may deem fit if the said sanction of the premises agreed to be sold to the Purchaser is not adversely affected.
53. The terrace of the top floor of the building including the parapet wall shall always be the property of the Builders and the agreement with the Purchaser and all the other Purchasers shall be subjected to the said rights of the Builders who shall be entitled to use the parapet wall for any purpose including the display of the advertisements and sign boards and the Purchaser shall not be entitled to raise any objection or ask for any abatement in the price of the premises on the ground of inconvenience or any other ground whatsoever.
54. In the event of the owners executing a conveyance in respect of the said property in favour of the Society or Incorporated Body the Builders shall have a right to dispose of the remaining premises in the said building in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Builders and the Purchasers of such remaining premises shall be accepted as members of such Co-operative Society or Incorporated Body. The Builders in that case shall not be required to pay any transfer fees to the society or to the Incorporated Body.
55. Any delay or indulgence by the Builders in enforcing the terms of the Agreement or any forbearance or giving time to the Purchaser shall not be construed as a waiver on the part of the Builders nor 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 Builders.
56. The Purchaser hereby agrees that in the event of any amount becomes due and payable by way of premiums, betterment charges or development tax, water connection deposit, or any other charges, service tax, vat, or any other such levy that may be imposed by the any authority – viz. Local Body, State Government or Central Government they shall make the payment on demand to the Builders, the same shall be reimbursed by the Purchaser to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Builders shall be conclusive and binding upon the Purchaser.

58. The Purchaser shall lodge this Agreement for registration with registering authorities within the time specified under the Indian Registration Act. and inform the Builders to admit execution thereof.

All that piece and parcel of land bearing S. no. 67 Hissa no. 9 admeasuring (0-4-8) that is approx. 480 sq. mt.

THE SECOND SCHEDULE

IN WITNESS WHERE OF THE builders and purchaser have here unto set and subscribed his/her/their hand and seal the day and first here in above written.

In the presence of _____)
 _____)

1.

)
-)
-)
-)
2.

)

SIGNED SEALED AND DELIVERED

)

By the within named Purchaser/s

)

1. _____

)

/And

)

2. _____

)

In the presence of

)

1.

)

)

2.

)

ANNEXURE

LIST OF AMENITIES REFERRED TO ABOVE:

DOORS, FRAMES & WINDOWS

MAIN DOORS

- Teakwood frames with designer doors

OTHER DOORS

- Decorative stone frames with moulded doors

TOILET DOORS

- Decorative stone frames with waterproof moulded doors

WINDOWS

- Decorative stone frames with with anodised aluminium sliding window

FLOORING

- Vitrified flooring tiles
- Antiskid ceramic tiles in the open area

ELECTRICAL

- Concealed copper wiring with MCB (Miniature circuit breaker)
- Branded quality modular switches
- Telephone points in living room and bedroom
- Cable point in living room and master bedroom

UTILITY AREA

- Sundeck & flower bed in living room & bedroom with elegant MS railings RCC loft in bathroom & Kitchen & One ISI Mark Geyzer in Each Flat

KITCHEN

- Granite kitchen platform with stainless steel sink and service platform
- Premium quality designer tiles in kitchen up to door level
- Water purifier

WALL FINISH

- Gypsum finished walls with POP moulding on ceiling in living room & bedrooms
- Good quality paint in all rooms

SECURITY

- Video door phone
- Intercom facility

BRANDED LIFTS

- Branded ISO approved lifts

RECEIPT

RECEIVED of and from the within named Purchaser/s a sum of Rs. _____/- (Rupees _____ only) towards the earnest money / part payment of consideration, as contemplated in these presents, in the following manner

Sr. No.	Amount Rs.	Cash/Cheque/	Date	Drawn on (Bank)
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Witnesses:

We say Received

For Mukund S. Shrikhnde

Builder