

Stamp Duty Rs. _____

Date : _____

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mira Road, this _____ day of _____, 20____, BETWEEN M/s.GOLDSTAR SANKALP CONSTRUCTION, a partnership firm, having its office at 101, Monalisa, 1st Floor, above Bharat Co-operative Bank Ltd., Station Road, Malad (West), Mumbai - 400 064, hereinafter referred to as the 'BUILDER/PROMOTER' (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the ONE PART AND SHRI / SMT. / M/S. _____

_____ having
address at _____

_____ hereinafter referred to as 'THE PURCHASER/S' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS Shri Janardhan Narayan Patil, Shri Chandrakant Rajaram Patil, Shri Prabhakar Sitaram Patil, Smt. Sunanda Hanuman Mhatre, Smt. Parvatibai Rajaram Patil, Smt. Champabai Tukaram Patil, Smt. Malti Raghunath Mhatre, Smt. Devyani Tukaram Patil Alias Smt. Devyani Krishna Vartak, Smt. Hema Tukaram Patil, Smt. Gulab Ramchandra Bhoir, Smt. Champabai Narayan Patil, Shri Bhaskar Sitaram Patil, Shri Nandkumar Narayan Patil, Shri Navnath Narayan Patil, Shri Vijay Narayan Patil, Smt. Yashodabai Bhaskar Patil, Shri Radhakishan Bhaskar Patil, Shri Jagannath Bhaskar Patil, Smt. Nalini Chandrakant Patil, Smt. Jayakala Arun Patil, Smt. Devkabai Prabhakar Patil, Smt. Bhagyashree Sudam Gavli and late Shri Narayan Sitaram Patil, Shri Bharat Parasharam Patil, and Smt. Jayashree Chandraseen Patil were the owners of several properties inter-alia land bearing Survey No.104, admeasuring 16,995 sq. yards, i. e. equivalent to 14,210 sq. meters and Survey No.88, Hissa No.2, admeasuring 188 sq. yards, i. e. equivalent to 157.19 sq. meters, situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said Entire Property").

AND WHEREAS by an Agreement for Sale, dated 10th August, 1992, late Shri Narayan Sitaram Patil, Shri Janardhan Narayan Patil and others and the had agreed to sell the said entire property, to Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sambad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani, at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 10th August, 1992, late Shri Narayan Sitaram Patil, Shri Janardhan Narayan Patil and others had executed an Irrevocable General Power of Attorney in favour of the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sambad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani, conferring upon them several powers inter-alia power to sell the said entire property to the person or persons of their choice.

AND WHEREAS by a Supplemental Agreement, dated 26th September, 1994, registered in the office of Sub-Registrar of Assurance, Thane, under Sr. No.P/486/94 on 26/9/1994 executed by late Shri Narayan Sitaram Patil, Shri Janardhan Narayan Patil and others in favour of the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sambad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani, in respect of the said entire property to confirm the Agreement for Sale, dated 10th August, 1992, executed by and between the parties thereto in respect of the said entire property and also to enhance the consideration of the properties mentioned in the said Agreement for Sale, dated 10th August, 1992, executed by and between the parties thereto.

AND WHEREAS in pursuance to the said Supplemental Agreement for Sale, dated 26th September, 1994, late Shri Narayan Sitaram Patil, Shri Janardhan Narayan Patil and others had executed an Irrevocable General Power of Attorney in favour of the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sarnbad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani, conferring upon them several powers inter-alia power to sell the said entire property to the person or persons of their choice.

AND WHEREAS by a Deed of Conveyance, dated 13th April, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN4/02749/2009, dated 13th April, 2009, the said Shri Bharat Parshuram Patil, Smt. Jayashree Chandrasen Patil and Smt. Jayashree Chandrasen Patil had Sold, transferred and conveyed their undivided share in the said entire property to the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sarnbad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani, on the terms and conditions mentioned therein.

AND WHEREAS the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sarnbad, Mr. Rafeeqe Abdul Shekur Shekani, and Mr. Mansurali Mohammadali Virani, had paid the consideration of the said entire property to late Shri Narayan Sitaram Patil, Shri Janardhan Narayan Patil and others and as such, late Shri Narayan Sitaram Patil, Shri Janardhan Narayan Patil and others had delivered the possession of the said entire property to the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sarnbad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani.

AND WHEREAS by an Agreement for Sale cum Development, dated 23rd April, 2006, the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sarnbad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali Virani had agreed to sell land bearing Survey No.88, Hisaa No.2, admeasuring 188 sq. yards, i. e. equivalent to 157.19 sq. meters, an area admeasuring 6246.33 sq. meters, (Residential Zone) forming the portion of land bearing Survey No.104 and an area admeasuring 2123 sq. meters (Area reserved for D. P. Road) forming the portion of land bearing Survey No.104, situate at Village Ghodbundar, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation, to the M/s. Esteem Developers at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 23rd April, 2006, the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sarnbad, Mr. Rafeeqe Abdul Shekur Shekani and Mr. Mansurali Mohammadali

Virani had executed substituted Irrevocable General Power of Attorney in favour of the M/s. Esteem Developers, conferring upon them several powers inter-alia power to sell the said property, to the person or persons of their choice.

AND WHEREAS an area admeasuring 6246.33 sq. meters, forming the portion of land bearing Survey No.104, situate at Village Ghodbundar, Taluka and District Thane, is shown as Residential Zone in the Development Plan of the Mira Bhayandar Municipal Corporation and an area admeasuring 2123 sq. meters, forming the portion of land bearing Survey No.104, situate at Village Ghodbundar, Taluka and District Thane, is shown as D. P. Road in the Development Plan of the Mira Bhayandar Municipal Corporation and an area admeasuring 6209.5 sq. meters forming the portion of land bearing Survey No.104, situate at Village Ghodbundar, Taluka and District Thane, is shown for Playground and High School in the Development Plan of the Mira Bhayandar Municipal Corporation.

AND WHEREAS by an Agreement, dated 1st March, 2006, the said M/s. Esteem Developers agreed to grant development rights in respect of the said property to Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction and Shri Shailesh S. Shah and under the said Agreement, the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction and the said Shri Shailesh S. Shah had agreed to allot 29% of the total constructed area in the building to be constructed on the said property to the said M/s. Esteem Developers at free of cost.

AND WHEREAS subsequent to the execution of the said Agreement, dated 1st March, 2006, the said M/s. Esteem Developers had requested the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction and Shri Shailesh S. Shah to pay to it, a sum of Rs.3,00,00,000/- (Rupees Three Crore only) in lieu of the said 29% of the total constructed area to be allotted by the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction and Shri Shailesh S. Shah in the buildings to be constructed on the said property and in pursuance to the said request, the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction and the said Shri Shailesh S. Shah had paid a sum of Rs.3,00,00,000/- (Rupees Three Crore only) to said M/s. Esteem Developers in lieu of the said 29% of the total constructed area in the buildings to be constructed on the said property.

AND WHEREAS the said Shri Shailesh S. Shah had given up his undivided right, title and interest in the said property, in favour of the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction, by executing a writing to that effect.

AND WHEREAS by a Deed of Conveyance, dated 19th January, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr.

No. TNN-4/00553/2010, dated 19th January, 2010, the said Shri Janardhan Narayan Patil and 21 others with the consent and confirmation of the said Mr. Gulam Rasul Mohammadali Shaikh, Mr. Abdul Razaque Qasam Saheb Sambad, Mr. Rafeeqe Abdul Shekar Shekani and Mr. Mansurali Mohammadali Virani and M/s. Esteem Developers sold, transferred and conveyed the land bearing Survey No.88, Hissa No.2, admeasuring 188 sq. yards, i. e. equivalent to 157.19 sq. meters, an area admeasuring 6246.33 sq. meters, (Residential Zone) forming the portion of land bearing Survey No.104 and an area admeasuring 2123 sq. meters (Area reserved for D. P. Road) forming the portion of land bearing Survey No.104, situate at Village Ghodbundar, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation, more particularly described in the First Schedule hereunder written and shown and surrounded by RED colour boundary line on the plan annexed hereto (hereinafter referred to as "the Said Property") to the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction, for the consideration mentioned therein.

AND WHEREAS in the premises aforesaid, the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property, more particularly described in the First Schedule hereunder written.

AND WHEREAS by an Agreement for Development, dated 2nd April, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/02372/2012, dated 2nd April, 2012, the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction agreed to grant F.S.I. admeasuring about 30975 sq. feet Carpet (F.S.I. includes F.S.I. of the said property including F.S.I. to be made available by way of TDR and also area covered under balcony, staircase, lift and cupboard) in the building to be constructed on the said property, more particularly described in the Second Schedule hereunder written, to the Builder/Promoter herein, at the price and on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the said Agreement for Development, dated 2nd April, 2012, the said Shri Vishal Dilip Shah, proprietor of M/s. Sankalp Construction had also executed an Irrevocable General Power of Attorney, dated 2nd April, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/02373/2012, dated 2nd April, 2012, in favour of the partners of the Builder/Promoter herein, conferring upon them several powers inter-alia power to develop the said property by constructing building thereon.

AND WHEREAS in the premises aforesaid, the Builder/Promoter is absolutely entitled to construct building on the said property, more particularly described in the First Schedule hereunder written.

AND WHEREAS the Addl. Collector and Competent Authority, Thane, has granted permission to develop the said property, vide Order No. ULC/TA/TN-4/Ghodbunder/SR-222, dated 27th November, 2007.

AND WHEREAS the Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed in the layout of the said property, more particularly described in the First Schedule hereunder written, vide its V.P. No. _____, dated _____

AND WHEREAS the Collector of Thane has granted the N.A. Permission in respect of the said property, more particularly described in the First Schedule hereunder written, vide an Order, No. _____, dated _____

AND WHEREAS the Estate Investment Co. Pvt. Ltd. has also granted its NOC by Letter Ref. No. E.I./NOC/278/10, dated 8th October, 2010.

AND WHEREAS the Mira Bhayandar Municipal Corporation had issued the Commencement Certificate No. MB/MNP/NR/773/2011-12, dated 31st May, 2011, to commence with the construction of the buildings in the layout of the said property, more particularly described in the First Schedule hereunder written.

AND WHEREAS in the premises aforesaid, the Builder /Promoter herein is entitled to construct the said building in the layout of the said property, more particularly described in the First Schedule hereunder written, as per the permissions and sanctions granted by the authorities concerned.

AND WHEREAS the Builder /Promoter has undertaken the work of construction of Building known as "GOLDSTAR DECENT HOMES" in the layout of the said property, more particularly described in the First Schedule hereunder written, (hereinafter referred to as "the Said Building")

AND WHEREAS in the premises aforesaid, the Builder/Promoter alone has the sole and exclusive right to sell the Flats/Shops/Office in the said building and to enter into Agreement for Sale with the Purchaser/s of the Flats/Shops/Office in the said building and to receive the sale price from the prospective purchaser/s thereof.

AND WHEREAS the Flat Purchaser/s demanded from the Builder/Promoter and the Builder/Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said property, the said orders and permissions granted by the authorities concerned and also approved building plans, designs and specifications and of such other documents as are specified under the provisions of Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act), 1963 (hereinafter referred to as the said "Act") and the

rules made thereunder.

AND WHEREAS the copies of Certificate of title to the said property issued by the Advocate of the Builder/Promoter, copies of VI or VII and XII or any other relevant revenue record showing the nature of title of the Builder/Promoter to the said property and copies of the plans approved by the concerned authorities have been annexed hereto.

AND WHEREAS the Purchaser/s has/have agreed to purchase Flat/Shop/Office No. _____, admeasuring _____ Sq. Feet (Carpet) i. e. equivalent to _____ sq. meters on the _____ floor of the said building, more particularly described in the Third Schedule hereunder written, (hereinafter referred to as "the Said Premises") from the Builder/Promoter and the Builder/Promoter agreed to sell the said premises, more particularly described in the Third Schedule hereunder written, to the Purchaser/s, at the price and on the terms and conditions mutually agreed upon by and between the parties hereto as hereinafter appearing.

AND WHEREAS under section 4 of the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act), 1963, Agreement for Sale of the said premises is required to be executed by the Builder/Promoter in favour of the Purchaser/s being in fact these presents and also to register these presents under the Indian Registration Act, subject to the payment of requisite stamp duty, registration fee and all incidental fees/charges, etc. by the flat Purchaser/s or Seller to that effect.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Builder/Promoter shall construct the said building in the layout of the said property, in accordance with plans, designs, specifications approved by the local authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builder/Promoter may consider necessary or as may be required by the concerned local authority for which the Purchaser/s hereby gives consent.

2. The Purchaser/s hereby agrees to purchase from the Builder/Promoter and Builder /Promoter hereby agree to sell to the Purchaser/s the said premises viz. Flat/Shop/Office No. _____, admeasuring _____ Sq. Feet (Carpet) i. e. equivalent to _____ sq. meters on the _____ floor of the said building, more particularly described in the Third Schedule hereunder written.

3. The Purchaser/s shall pay to the Builder/Promoter a sum of Rs. _____ (Rupees _____ Only) as the purchase

price in respect of the said premises apart from other payments to be made by the Purchaser/s under this Agreement to the Builder/Promoter. The Purchase price shall be paid by the Purchaser/s to the Builder/Promoter in the following manner;

- a) Rs. _____/- as Earnest Money on or before the execution of this Agreement.
- b) Rs. _____/- On completion of Plinth work.
- c) Rs. _____/- On completion of the first Slab.
- d) Rs. _____/- On completion of the Second Slab.
- e) Rs. _____/- On completion of the Third Slab.
- f) Rs. _____/- On completion of the Fourth Slab.
- g) Rs. _____/- On completion of the Fifth Slab.
- h) Rs. _____/- On completion of the Sixth Slab.
- i) Rs. _____/- On completion of the Seventh Slab.
- j) Rs. _____/- On completion of the Eighth Slab.
- k) Rs. _____/- On completion of the Ninth Slab.
- l) Rs. _____/- On completion of the Tenth Slab.
- m) Rs. _____/- On completion of the Eleventh Slab.
- n) Rs. _____/- On completion of the Twelveth Slab.
- o) Rs. _____/- On completion of Bricks Work.
- p) Rs. _____/- On completion of Plaster.
- q) Rs. _____/- On completion of Electricity/Plumbing.
- r) Rs. _____/- On giving possession of the said premises.

4. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of any of the installments of the purchase price, the Builder/Promoter will be entitled to terminate this Agreement and in that event, the Builder/Promoter will refund to the Purchaser/s money paid by the Purchaser/s as purchase price till then without any interest thereon and the same shall be refunded by the Builder/Promoter to the Purchaser/s only after the said premises is sold to another person by the Builder/Promoter and that too after the receipt of sale proceeds by the

Builder/Promoter from such intending Purchaser/s of the said premises. Provided further that the Builder/Promoter shall be entitled to deduct outgoings/brokerage/VAT/Service Tax in respect of the said premises and the loss or damages, if any, to be sustained by the Builder/Promoter on account of default committed by the Purchaser/s, from the said amount to be refunded by the Builder/Promoter to the Purchaser/s on cancellation of these presents.

5. Without prejudice to the above and also without prejudice to the Builder/Promoter's other rights under this agreement and/or in law the Purchaser/s shall be liable to pay to the Builder/Promoter interest at the rate of 21% per annum on all amounts due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. Subject to the availability of cement, steel and water for construction or other buildings materials and subject to strike, civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemies or other causes beyond the control of the Builder/Promoter, the Builder/Promoter shall complete the construction of the said building and shall hand over the possession of the said premises to the Purchaser/s on or before _____ day of _____ 20____. However, the Builder/Promoter is not able to give possession of the said premises to the Purchaser/s owing to unavoidable circumstances, the Purchaser/s shall not be entitled to claim any damages whatsoever from the Builder/Promoter.

7. It is mutually agreed between the parties hereto that Builder/Promoter shall have exclusive right to allot the parking lot to the Purchaser/s of Flats/Shops/Office in the said building as per its own discretion.

8. It is mutually agreed by and between the parties hereto that any Addition and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser/s, if agreed by the Builder/Promoter, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Builder/Promoter by the Purchaser/s.

9. The Purchaser/s hereby place on record that the Builder/Promoter shall be entitled to consume entire FSI of the said property by constructing buildings thereon and shall also be entitled to load additional FSI on the said property by way of TDR and as such, Builder/Promoter shall have right to amend the plan of the said building to which the Purchaser/s hereby accord his/her/their consent for the same and under no circumstances, the Purchaser/s shall be entitled to raise any objection either for amendment of plan of the said building or for raising loading additional F.S.I. on the said building by availing TDR.

10. The Builder/Promoter hereby represent that in addition to the said property, more particularly described in the First Schedule hereunder written, the Builder/Promoter has owned the property adjoining to the said property and the inspection of the documents pertaining to the said property adjoining to the property, more particularly described in the First Schedule hereunder written, has already been taken by the Purchaser/s prior to execution of these presents and as such, the Builder/Promoter shall develop the said property which is adjoining to the property, more particularly described in the First Schedule hereunder written, in phase wise and for the same the Builder/Promoter shall amalgamate the said property adjoining to the property, more particularly described in the First Schedule hereunder written and for the said purpose, the Builder/Promoter shall make the provisions of common infrastructures for the said property as well as the property, more particularly described in the First Schedule hereunder written and shall provide common amenities in the layout comprising the said property as well as the property, more particularly described in the Schedule hereunder written. The Builder/Promoter further represent that they are in the process of purchasing property adjoining to the said property, more particularly described in the First Schedule hereunder written and to develop the said entire property including the property, more particularly described in the First Schedule hereunder written, the Builders/Promoter shall take minimum ten years and not withstanding to the provisions contained in the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer) Act 1963 and the Rules made thereunder. The Builder/Promoter shall convey the land and buildings to be constructed in the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written, either in favour of Apex Body of the society of each buildings in the layout of the said entire property or in favour of a Federation and that too after developing the said entire property. However, under no circumstances, the land and building will be conveyed in favour of individual society of the building to be constructed on the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written. The Purchaser/s hereby agree and confirm that the Builder/Promoter shall have exclusive right to exercise its right to develop the said entire property including the said property, more particularly described in the First Schedule hereunder written and to convey the land and buildings either in favour of Apex Body of the society in the layout of the said entire property including the said property, more particularly described in the First Schedule hereunder written or in favour of a Federation and that too after completion of construction of all the buildings in the layout comprising the said entire property including the said property, more particularly described in the First Schedule hereunder written. The Purchaser/s also hereby authorize the Builder/Promoter to consume the entire F.S.I. available in the said

entire property including the said property, more particularly described in the First Schedule hereunder written, by constructing buildings thereon and for the same, the Purchaser/s hereby authorize the Builder/Promoter to amend the plan of the said buildings including the said building from time to time. The Purchaser/s hereby place on record that he/she/they shall not insist the Builder/Promoter to execute a Deed of Conveyance of the said property in favour of the society of the said building till the date, the Builder/Promoter develop the said entire property including the said property, more particularly described in the First Schedule hereunder written, by consuming entire FSI available thereon.

11. Nothing contained in this Agreement, shall be construed so as to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof, save and except the said premises agreed to be purchased by the Purchaser/s. Such conferment shall take place only on execution of conveyance in either in favour of Apex Body of the society or in favour of a Federation.

12. The Purchaser/s shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her/them. However, the Builder/Promoter has exclusive right to make use of the terrace of the said building for hording purpose or for installation of Antenna thereon and for any other purposes and as such whatever income arising out of the same shall be appropriated by the Builder/Promoter and under no circumstances, either the Purchasers of the Flats/Shops/Office in the said building or the society of the flat purchasers in the said building shall be entitled to lay their claim either on the terrace of the said building or to the income or benefit to be accrued out of the said hording or antenna and similarly, the Builder/Promoter shall not be liable to render the account of the same either to the society or any of the flat purchasers in the said building. All open spaces, Lobbies, terrace, etc. will remain the property of the Builder/Promoter until the said building is transferred to the Apex Body of the Society or Federation as hereinafter mentioned but subject to the rights of the Builder/Promoter as hereinafter stated.

13. IT IS EXPRESSLY AGREED that the Builder/Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or for any other use as may be permitted by the local authority in that behalf and the Purchaser/s or his/her/their assignee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.

14. The Flat Purchaser/s has informed the Builder/Promoter that he/she desires to use the said premises for residential purposes. However, the Purchaser/s shall not change the use of the premises without prior written permission of the Builder/Promoter.

15. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the Builder/Promoter and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper. In the event of the Builder/Promoter obtaining permission from the local authority for constructing any type of premises on the terrace, or the open spaces then the Builder/Promoter shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to such person and on such terms as the Builder/Promoter may deem fit. The Builder/Promoter shall be entitled in that event to allow the entire terrace to be used by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed on the terrace. The Society that may be formed by the Purchaser/s of premises in the said building shall admit the Purchaser/s of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such Purchasers the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank for the building being constructed on the terrace then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and the Society.

16. The Builder/Promoter has informed the Purchaser/s that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines, Septic Tank and other common amenities in the layout of the property. The Builder/Promoter has further informed that all the maintenance charges of the aforesaid amenities will be common and the Purchaser/s along with other Purchasers in the building shall share such charges and also maintenance charges proportionately. None of the Purchasers shall be entitled to object to the Builder/Promoter laying such pipelines, underground electric and telephone cable, water lines, drainage lines, sewage lines etc. passing through any of the property belonging to the Builder/Promoter.

17. The Builder/Promoter shall have a right until the execution of the Deed of Conveyance in favour of the Apex Body of the Society or Federation to make additions or alteration or put up additional structures and stories on the said building which shall be the property of the Builder/Promoter and the Builder/Promoter will be entitled to dispose off the same in such manner as they deem fit and the Purchaser/s shall have no objection against the same. If any additional

F.S.I. is available to the Builder/Promoter before the execution of the conveyance in favour of the Apex Body of the society or Federation, the Builder/Promoter shall be entitled to utilise the same by constructing additional floors on the said building and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I. irrespective of the fact that the premises and/or the management of the said building has been handed over to or taken over by such co-operative Society or Ad-hoc Committee or any other Body of such Purchasers.

18. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builder/Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said property and/or in building to be constructed by the Builder/Promoter or any part thereof in accordance with the provisions of law for the time being in force.

19. As soon as the building is notified by the Builder/Promoter as complete such of the Purchasers of the premises (including the Purchaser/s herein) shall pay the respective outstanding arrears of the price payable by them within 7 days of such notice served individually or to be put up in any prominent place in the said building. If the Purchaser/s fails to pay the said arrears inspite of the notice served as aforesaid, the Builder/Promoter will be entitled to terminate this agreement and to refund to such Purchaser/s all the installments of purchase price paid by such Purchaser/s till then, but without interest thereon and after deducting therefrom the outgoings and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Builder/Promoter shall have disposed off such premises.

20. The Builder/Promoter shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.

21. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in good condition, state and order in which it is delivered to him/her/ them, and shall abide by all orders, bye-laws, rules and regulations of the Government, and any other authorities and the Local Authority and shall attend or answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this Agreement.

22. The Purchaser/s hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further,

the Builder/Promoter is not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

23. The Purchaser/s hereby covenants with the Builder/Promoter to pay amounts required to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builder/Promoter indemnified against the said payment and observance and performance of the said covenants and conditions.

24. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall become a member of the Co-operative Society in the manner hereinafter appearing and also from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such Society including the bye-laws of the proposed Society. No objection shall be raised for changes/additions made to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safeguarding the interest of the Building and other flat purchasers in the said building and failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

25. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the State Government or any amount becoming payable by way of betterment charge or development charges or any other payment of a similar nature in respect of the said property and/or the structure or structures to be constructed thereon and if paid by the Builder/Promoter, the same shall be reimbursed by the Purchaser/s to the Builder/Promoter in the proportion to the area of the said premises in the said building and/or in all other structures in the said property as the case may be. Determination of such proportionate charges by the Builder/Promoter shall be final.

26. The Purchaser/s hereby agrees to and shall pay to Builder/Promoter the following amounts within a period of seven days from the date of notice and in any event before taking possession of the said premises. The said amount are over and above the purchase price :-

- i) Rs. _____ towards expenses for the present Agreement.
- ii) Rs. _____ towards expenses for the formation of Co-operative Society.
- iii) Rs. _____ towards contribution of share money and entrance fee.

- iv) Rs. _____ towards expenses for installation of electric meter/water meter and electric connection/ water connection charges MBMC charges and any other charges.
- v) Rs. _____ towards the corpus fund i.e. for maintenance of common amenities provided in the layout of the said property.
- vi) Rs. _____ towards MBMC Development Charges.
- vii) Rs. _____ towards 24 months Maintenance Charges for proportionate share of taxes and other outgoings.

In case there shall be deficit in the regard, the purchaser shall forthwith on demand pay to the Builder/Promoter his proportionate share to make up such deficit. (The Purchaser/s is/are aware that out of the expenses mentioned in Clause 26 (i) to (vii), above, only the item shown under Clause 26 (vii) is accountable.

27. a) The Purchaser/s hereby further agrees and bind himself/herself/themselves to pay from the date of the delivery of the possession of said premises, his/her/their proportionate share that may be determined by the Builder/Promoter from time to time as outgoings in respect of the property including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, water charges including water tanker charges, watchman and security service, sanitation, additions, and alterations, paintings, colour washing etc. and all other expenses incidental to the management of the property. Such payment shall be made by the Purchaser/s on or before 5th day of each and every calendar month in advance whether demand thereof is made or not.
- b) The Purchaser/s shall pay his/her/their proportionate share of the aforesaid taxes, charges and outgoings to the Builder/Promoter until the Ad-hoc Committee constituted by the Purchasers of the Flats/Shops/Office in the said building has been formed and the management of the said building and the common amenities has been handed over to such Ad-hoc Committee or the Co-operative Society by the Builder/Promoter as the case may be.
- c) Until all the taxes and water charges are fixed and separately assessed the exact amount of outgoings is worked out, the Purchasers shall regularly pay to the Builder/Promoter the amount calculated by the Builder/Promoter for the outgoings. If the amount so recovered by the Builder/Promoter is more than the actual outgoings worked out for the premises purchased by

the Purchasers, the amount in excess shall be refunded to the Purchaser/s and if the amount so recovered is less than the actual amount worked out, the Purchaser/s shall immediately on demand pay to the Builder/Promoter the amount of the difference.

28. The Purchaser/s shall not without the written permission of Builder/Promoter, let, sub-let, sell, convey, charge or in any way encumber or deal with or dispose off his/her/their premises nor assign, underlet or part with his/her/their interest or benefit under this Agreement or any part thereof or in the said premises until the execution of the conveyance either in favour of such Apex Body of the Society or Federation and till the Purchaser/s shall have paid to the Builder/Promoter all moneys payable to Builder/Promoter under this Agreement or otherwise. The Co-operative Society so formed shall have no right to recognise any transfer without the prior written permission of the Builder/Promoter and shall submit to the Builder/Promoter a statement of the existing members at the end of every three month till the time the conveyance has been executed either in favour of the Apex Body of the Society or Federation as stated herein.

29. The Purchaser/s shall permit the Builder/Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying checking and repairing cables, water lines, gutters, wires, structure and other conveniences or servicing to be used for the said building and also for the purpose of maintenance, repairing and testing drainages, welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Purchaser/s or the occupier of such of other premises, as the case may be, shall have committed default by not paying his/ her/their share of the water tax and/or other outgoings and the electric charges and all other outgoings.

30. The Purchaser/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever nature in or to the said premises or any part thereof. The Purchaser/s shall keep the premises, walls, partition wall, sewers, drainages, pipes and appurtenances thereto in good and tenantable repair condition and in particular the said building including his/her/their premises. The Purchaser/s shall not close or cause to be closed the balconies or make or cause to be made any alterations in the elevations and outside colour scheme of the premises to be acquired by him/her/them.

31. After the possession of the premises is handed over to the Purchaser/s if any additions or alterations relating to the said building are required to be carried out by the Government, Local Authorities.

Municipality or any other statutory authority, the same shall be carried out by the Purchasers of premises in the said building jointly at their own costs and the Builder/Promoter shall not be liable for the same.

32. The Purchaser/s shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.

33. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building.

34. In the event of the Society being formed and registered before the sale and disposal by the Builder/Promoter of all the premises in the said building, the power and the authority of the Society so formed or of the purchasers herein and other purchasers of the premises shall be subject to the overall power of the Builder/Promoter in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Builder/Promoter shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, Ad-hoc Committee or any other body of the purchasers of the premises.

35. Any delay or indulgence by the Builder/Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s for any reason whatsoever shall not be construed as a waiver on the part of the Builder/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights and remedies of the Builder/Promoter.

36. The letters, receipts and/or notices issued by the Builder/Promoter dispatched under certificate of posting to the address given by purchaser/s or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Builder/Promoter.

37. If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever, to the Builder/Promoter any part of the amount due and payable to the Builder/Promoter under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builder/Promoter shall be entitled to re-enter upon and resume possession of the said premises

and this Agreement shall stand terminated. The Purchaser/s herein agrees that on the Builder/Promoter re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment as a Trespasser.

38. The Builder/Promoter shall in that event refund the moneys without interest paid as purchase price by the Purchaser/s only after disposing off the premises to any other party. The Builder/Promoter shall be entitled to deduct from the purchase price becoming refundable to the Purchaser/s under this clause the loss or damage suffered by the Builder/Promoter and/ or other purchasers of premises on account of the Purchaser/s committing breach of any of the terms and conditions herein.

39. The name of the society shall be decided by the Builder/Promoter and the Purchasers shall not be entitled to change such name in future at any time. It is also mutually agreed by and between the Builder/Promoter and the Purchaser/s that the Builder/Promoter shall have exclusive right to use its own logo along with name of the society and under no circumstances, either the Purchaser/s or the society of the Purchasers of the Flats/Shops/Office in the said building shall be entitled to remove or change the same from the said building.

40. It is hereby agreed by and between the parties that till the date of getting water supply from the Mira-Bhayandar Municipal Corporation, the flat Purchaser/s in the proposed building on their own and at their own cost shall make alternative arrangement for water supply and to which the Builder/Promoter shall not be held responsible in any manner whatsoever.

41. It is hereby expressly agreed by and between the parties hereto that the Builder/Promoter shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builder/Promoter to the various authorities which are non-refundable.

42. The Purchaser/s hereby agrees that even after the Society is formed they shall not charge maintenance charges for the unsold premises to the Builder/Promoter.

43. The Purchaser/s hereby agrees that he/she/they shall not avail the T.V. cables from any Cable Operator other than the Cable Operator approved by the Builder/Promoter and further agrees and undertakes that he/she/they shall not entertain any other T.V. Cable Operator in the said building.

44. The Purchaser/s also hereby agrees, confirm and place on record that the Builder/Promoter shall be entitled to sell the terrace abutting to

the purchasers of such Flats/Shops/Office. The Purchaser/s also hereby agrees and undertakes that he /she/they shall fix the grills to the said flat as per the grill designed approved by the Builder/Promoter. The Purchaser/s also hereby place on record that he/she/they is/are aware of that the water connection to the said building as well as to the said flat will be provided by the Builder/Promoter in accordance with the rules and regulations adopted by the Mira Bhayandar Municipal Corporation.

45. The Purchaser/s also hereby agrees and undertakes that he/she/they shall become the member of the Ad-hoc Co-operative Housing Society of the purchasers of the premises in the said building till the date of formation and registration of the Society under the provisions of Maharashtra Co-operative Societies Act and shall also agree to adhere to all the rules and regulations to be formulated by such Ad-hoc Committee of the Co-operative Housing Society to be formed and registered by the flat purchasers in the said building.

46. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited Company or Consortium as well as the costs, charges and expenses of preparing, engrossing, stamp duty and registering all the documents of transfer including Deed of Conveyance or any other writing or writings required to be executed by the Builder/Promoter either in favour of Apex Body of the Society or in favour of Federation for conveying the land together with building as well as the entire professional costs of the Advocate for Builder/Promoter in preparing and approving all such documents shall be borne and paid by the Society or Consortium to be collected proportionately by all acquirers of Flats/Shops/Office in the said building. The Builder/Promoter shall not contribute anything towards such costs, charges and expenses. The proportionate share of such costs, charges and expenses, payable by the Purchasers shall be paid by the Purchasers to the Builder/Promoter immediately on demand.

47. It is hereby agreed by and between the parties hereto that in case the Purchaser/s intend to have additional amenities to the said Flat then in that event the Purchaser/s shall execute a separate Agreement with the Builder/Promoter in respect of the said additional amenities to be provided by the Builder/Promoter to the Purchaser/s and for the same the Purchaser/s shall pay to the Builder/Promoter additional amount for the additional amenities to be provided by the Builder/Promoter to the Purchaser/s in the said Flat. It is further agreed by and between the parties hereto that the said Agreement for Additional Amenities to be executed by and between the parties hereto shall be treated as part and parcel of these presents for all purposes and intents.

48. The Purchaser/s also hereby agrees and undertakes that he/she/they shall not object against the work of construction of the buildings by the Builder/Promoter on their adjoining plot of lands. The

Purchaser/s also hereby agree and confirm that he/she/they has/have no right and/or authority to grant the right of way/means of access through, across and over the said property, more particularly described in the First Schedule hereunder written, to any third parties. However, the Builder/Promoter has absolute rights and authority either to assign the right of way / means of access through, across and over the said property, more particularly described in the First Schedule hereunder written, to the person or persons of their choice. Likewise, the Builder/Promoter shall have right to make use of the right of way / means of access through the said property, more particularly described in the First Schedule hereunder written for developing the other property owned and possessed by the Builder/Promoter herein and under no circumstances the Purchaser/s shall be entitled to raise any objection for the same.

49. The Purchaser/s also agrees and undertakes that after formation of the Society of the flat purchasers in the said building, he/she/they shall not take any objection to sell the unsold Flats/Shops/Office in the said building by the Builder to the intending purchasers thereof and similarly, till the Builder sell the vacant and unsold Flats/Shops/Office to the intending purchasers, neither the flat purchasers nor the Society of the flat purchasers in the said building shall demand maintenance from the Builder/Promoter in respect of the said unsold Flats/Shops/Office in the said building.

50. The registration of this Agreement is compulsory and mandatory under the Indian Registration Act, and also under the Maharashtra Ownership Flat Act, 1963 within 3 months from the date of execution hereof failing which the same attracts penalty. The Purchaser/s shall at his/her/their cost lodge this Agreement within three months from the date hereof for registration with Sub-Registrar of Assurance at Thane and forthwith inform the Builder/Promoter, the serial number and the date under which the same is lodged to enable them to admit the execution of the same. The Purchaser/s or Seller shall pay stamp duty, registration fee and other incidental expenses for registration of this Agreement.

51. The purchasers hereby agree to undertake that he/she/they shall pay Service Tax/VAT to the Builders/Promoters. The Purchaser/s agree to and shall pay any Government Taxes to the Builders/Promoters if any applicable by the Central Government or State Government.

52. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. at his/her/their address given by

him/her/them specified below :-

53. Without prejudice to the terms and conditions stipulated hereinabove, this Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction etc.) Rules, 1964 or any modifications, orders and notifications issued by the competent authority under the Ownership Flats Act and for the time being in the force or any other provisions of law applicable thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Bhayandar, the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land bearing Survey No.88, Hissa No.2, admeasuring 188 sq. yards, i. e. equivalent to 157.19 sq. meters, an area admeasuring 6246.33 sq. meters, (Residential Zone) forming the portion of land bearing Survey No.104 and an area admeasuring 2123 sq. meters (Area reserved for D. P. Road) forming the portion of land bearing Survey No.104, situate at Village Ghodbundar, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation and shown and surrounded by RED colour boundary line on the plan annexed hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO:

F.S.I. admeasuring about 30,975 sq. feet (F.S.I. includes F.S.I. of the said property including F.S.I. to be made available by way of TDR and also area covered under balcony, staircase, lift and cupboard) in the building to be constructed on the said property, more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

A Flat/Shop/Office No. _____ admeasuring _____ Sq. Feet (Super Built-up/Built-up/Carpet), i. e. _____ sq. meters (Super Built-up/Built-up/Carpet) on the _____ floor in _____ Wing of the Building known as "GOLDSTAR DECENT HOMES" to be constructed on the property described in the First Schedule hereinbefore written.

SIGNED, SEALED AND DELIVERED } For GOLDSTAR SANKALP
CONSTRUCTION

by the within named _____

"BUILDER/PROMOTER" _____

M/s.GOLDSTAR SANKALP _____

CONSTRUCTION _____

through its partners _____

Partner

PHOTO

in the presence of _____

1. _____

2. _____

SIGNED, SEALED AND DELIVERED }

by the within named "PURCHASER/S" _____

PHOTO

PHOTO

PHOTO

in the presence of _____

1. _____

2. _____

RECEIPT

RECEIVED of and from the within named Purchaser/s, the sum of
Rs. _____ (Rupees _____

_____ only) by way of part/full payment of sale
consideration price hercinabove mentioned, on this _____ day of
_____ 20 _____, by Cash/ Cheque/ DD/ Pay Order bearing No.
_____ dated _____ drawn on _____
_____ Branch _____

Rs. _____
WE SAY RECEIVED

M/s. GOLDSTAR SANKALP CONSTRUCTION
through its partners

(Builder/Promoter)

WITNESS :

1. _____
2. _____

Compliance with Income Tax Act, 1961

As required by Rule 114-B of the Income Tax Rules, 1962, the following information is furnished.

The Developer / Promoter PAN / GIR No.:	Goldstar Sankalp Construction AAJFG4386Q
The Purchaser (s) :	
1. Name :	
PAN/GIR NO.:	
2. Name :	
PAN/GIR NO.:	
3. Name :	
PAN/GIR NO.:	

ANNEXURE 'G'

GENERAL AMENITIES

- ★ R.C.C. framed structure with Block/ Brick Masonary.
- ★ Water proofing with China Mosaic on terraces.
- ★ R.C.C. loft over bathroom and in kitchen.
- ★ Bath, W.C. and Underground and Overhead water tanks with special water-proof treatment.
- ★ Water-proof double-coat External plaster with tex paint.
- ★ Lifts of reputed brand.
- ★ **FLOORING :**
Ceramic flooring in living Room, Bedroom and passage.
- ★ **KITCHEN :**
Ceramic flooring in kitchen. Granite platform with built-in-sink 2'-0" high tiled dado.
- ★ **DOORS & WINDOWS :**
Attractive main door Decorative fittings. All internal doors shall be of B.W.R. grade with three coats of enamel paint. Aluminium window in all rooms.
- ★ **BATH & W.C. :**
Concealed plumbing with hand shower, and fancy C.P. fittings in bath. Full height attractive ceramic dado tiles in Bath & W.C.
- ★ Wash Basin, EWC
- ★ **ELECTRICALS :**
Concealed copper wiring. Adequate power points and designer switches. Concealed telephone point in Living room.

LIST OF OUTGOINGS

1. The expenses of maintaining, repairing, redecorating etc., of the main structure and in particular the roof, gutters, and rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser in common with occupiers of the other premises and the main entrance, passages, landing and staircase of the building enjoyed or used by the Purchaser in common as aforesaid and the boundary wall of the buildings, compounds, terraces, etc.
2. The cost of cleaning and lighting the passages, landing, stair cases and other parts of the building enjoyed or used by the purchaser in common as aforesaid.
3. The cost of electric charges of common lights within the compound as to provide adequate lighting outside the building on the road on which the building abuts.
4. The cost of decorating the exterior of the building.
5. The costs of the salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, gardener etc.
6. Cost of maintenance / repairs of lifts.
7. Locals and other taxes.
8. Insurance of the buildings.
9. Rent and cost of water meter or electric meters and or any deposit for water or electricity.
10. Proportionate shares as may be fixed by the Builders towards contribution to be made by the incorporated body of purchasers to the Builders or to the Apex Body to be formed for maintenance, reconstruction, repairs, re-building of the internal roads, recreation ground and other facilities and amenities of a common nature to be provided in the entire layout of the land.
11. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

DECLARATION

DECLARATION FOR NOT HOLDING IMMOVABLE PROPERTY LIKE TENAMENT HOUSE OR BUILDING

I/ We MR/MRS. _____

intending purchaser of wing _____ flat No. _____

in the project **Goldstar Decent Homes**, at Survey No. 104, Near GCC Club, Ghodbunder, Off. Mira Bhayandar Road, Mira Road (East), Thane - 401 107, hereby declares that neither I/We nor the member of my/our family (as defined under the U.L.C. Act, 1976) hold any tenement, house or land with a building thereon anywhere in urban agglomeration mentioned in the Urban Land (Ceiling and Regulation Act) 1976 within the area of 8 K.M. peripheral area of Greater Bombay.
PLACE: MIRA ROAD (EAST)

SIGN. : _____

SIGN. : _____

NAME : _____

NAME : _____

DATE : _____

DATE : _____