

AGREEMENT FOR SALE

This Agreement Is Made On_____

M/s.KOTAK BUILDERS, through their Partner, **MRS. MANISHA PRADEEP KOTAK**, Age : 59 Years, Occ. Business, R/O. 'CASTEL' Bungalow, Patil Wadi, Tembhode, Satpati Road, Palghar - 401 404. hereinafter referred to as the "said Construction / Developers" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their respective heir's, executors and administrators and permitted assigns) Party.

AND

_____, Age - _____ Years, Occ. Service, Pan No. _____,ResidingAt_____
_____. Indian Inhabitant hereinafter called "PURCHASER" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heir's executors and administrators and permitted assigns) Party of the.

AND WHEREAS the Collector, Javhar and Competent Authority appointed AND WHEREAS in pursuance of the aforesaid diverse agreement and permissions under the Bombay Tenancy and Agricultural Land Act, 1948, wherever applicable the said and the said "Land Owners" have handed over vacant possession of the said "Property" as more particularly described in the **First Schedule** hereunder written, to the said "Builder / Promoter / Developer" with the sole & exclusive right and authority to develop, construct and allot to the prospective Purchasers the units in building/s to be constructed by the said "Builder / Promoter / Developer" on the said "Property" and to enter into Agreement/s with the Purchaser/s of the flats / shops tenement and to sell, lease, mortgage, allocate or otherwise alienate in whatsoever manner the same and the garages, parking space right (whether covered or open), terraces or any other areas in the proposed scheme, to any persons of choice of the said "Builder / Promoter / Developer" and to enforce the rights or fulfill obligation there under and to receive the sale price of land and construction in respect thereof as the said "Builder / Promoter / Developer" and / or their nominees / assignees may deem fit;

AND WHEREAS the said "Builder/ Promoter/Developer" has accordingly commenced a residential / Commercial scheme known as "KOTAK BUILDERS" consisting of 10 buildings with various residential Flats on the said "Property" pursuant to the plans duly sanctioned by the concerned local authority and the names of the buildings will be as follows :

PHASE -I :- Building No.3 - **A-1**, Building No.4 - **C-3**, Building No.5 - **C-4**, Building No.6 - **C-1**, Building No.7 - **C-2**.

PHASE -II :- Building No.1 - **A-3**, Building No.2 - **A-2** , Building No.8 - **B-1**, Building No.9 - **B-2**, Building No.10 - **B-3**.

AND WHEREAS the Architect of the said "Builder/Promoter/Developer", Arc.Vijay Gangutulla, of M/s. Ambre Gangatulla & Associates, Plot No.81, Vishnu Nagar, Lokmanya Pada, Palghar has issued the Booking Area Certificate that of Bldg. Nos. **10** referred to in the common Development Permission/Commencement Certificate and popularly to known as _____ is to be constructed on the said "Property", more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the said "Building") forming part of total lay-out for which the common Development Permission/Commencement Certificate has been issued by the Collector under **(270/13) 106/16** dated **24/06/2016** and the copy of the same Booking Plan along with the name of the Purchaser/s, his / her / their flat marked and hatched and signed by the said "Builder/Promoter/Developer" is annexed hereto;

AND WHEREAS the revenue record i.e. 7/12 Extract in respect of the said "Property" stand in the name of the said "Land Owner", the name of the said "Builder/Promoter/Developer" is also mentioned on the same, the copies of the said 7/12 extract is annexed hereto;

AND WHEREAS the said "Builder/Promoter/Developer" has agreed to and the purchaser/s has / have agreed to purchase a Flat No. _____ on the _____ Floor facing _____ in the **Building No.:** _____ as per Booking plans which is made on the basis of the sanctioned Building Plans by town planning Palghar & sanctioned by collector of Javhar as stated herein above in the Project known as **GOLDEN EYE** Constructed at Lane Opp. Radha Krushna Mandir, Satpati, Near Phad, Tal.Palghar, Dist. Palghar - 401 405. Hereinafter referred to as the said "Premises", more particularly described in the **Second Schedule**, on Ownership basis for the Price and on the terms & conditions herein appearing;

AND WHEREAS the Purchaser/s Confirm/s that the said "Builder/Promoter/Developer" have given inspection of original of all the aforesaid document to the Purchaser/s prior to the date hereof;

AND WHEREAS the said “Builder/Promoter/Developer” have handed over all the necessary documents as required to be handed over under the provisions of the Maharashtra Ownership Flats Act, free of cost to the Purchase/s prior hereto and the Purchaser/s do hereby confirm/s the same;

AND WHEREAS the said “Builder/Promoter/Developer” proposes to sell / allot the units and also rights of exclusive use pertaining to terrace on adjoining to certain units in the said “Building /s” on Ownership basis and is / will be entering into separate Agreement For Sale / Allotment of such premises with various Purchaser/s Allottees on similar terms & conditions, along with their respective Flat Agreement Subject to such modification as may be desirable by the said “Builder/Promoter/Developer” with a view that ultimately all such Purchaser/s / Allottees together shall form and incorporate a Co-operative Housing Society or Apartment Condominium or Limited Company as the said “Builder/Promoter/Developer” may decide;

AND WHEREAS after the Purchaser/s inquiry, the said “Builder/Promoter/Developer” requested the Purchaser/s to carry out independent search by appointing his/her/their own advocate and to ask any queries he/she/they had regarding the title and the nature of the title of the said “Property”. The Purchaser/s declares that he / she / they are satisfied about the marketable title to the said “Property”;

AND WHEREAS the Purchaser/s is/are aware of the fact that the said “Builder/Promoter/Developer” has entered into or will enter into similar and / or separate agreement/s with several other person/s and party/ies in respect of other “Premises” in the building/s on the said “Property”;

AND WHEREAS relying on the Purchaser/s representation and assurance, the said “Builder/Promoter/Developer” herein has agreed to sell and the Purchaser/s herein has agreed to purchase a Flat more particularly described in **Second Schedule** hereunder and as delineated with black boundary line and hatched on Booking Plan annexed hereto at or for the total cost of Rs. _____/- (_____ Only) which includes MSEB Charges, Society Registration Deposit & Maintenance Deposits and which also includes the proportionate price of the common areas and facilities appurtenant to the said “Premises” as well as the limited common areas and facilities

AND WHEREAS relying upon the said request, the said “Builder/Promoter/Developer” Agreed to sell to the purchaser/s the said “Premises” for the price and on the term & conditions hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the said “Builder/Promoter/Developer” a sum Rs. _____/- (_____ Only) being part payment of the Total cost of the said “Premises” agreed to be sold by the said “Builder/Promoter/Developer” to the Purchaser/s as advance payment or deposit (the payment and the receipt whereas the said “Builder/Promoter/Developer” both hereby admit and acknowledge) and the purchaser/s has/have agreed to pay to “Builder/Promoter/Developer” the Balance of the sale price in the manner hereinafter appearing in Clause 1;

AND WHEREAS under section 4 of the said act the said “Builder/Promoter/Developer” is required to execute a written agreement for sale of the said “Premises” with the Purchaser/s, being in fact these presents and also to register this agreement under the registration Act.

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

1. DETAILS OF UNIT AND COST

The said “Builder/Promoter/Developer” has Agreed to sell and the Purchaser/s has / have agreed to purchase the said “ Premises”, details hereunder written

- A) PROJECT

: GOLDEN EYE
- B) LOCATION

: GUT NO. 394 & 395 (Total Plot Area - 1.44.9 Sq.Mtr)
: Lane Opp. Radha Krushna Madir,
Satpati, Near Phad, Tal.-Palghar, Dist.Palghar - 401 405.
- C) BUILDING

: Plot No. _____
- D) UNIT TYPE

: FLAT
- E) UNIT NO.

: _____
- F) FLOOR

: _____
- G) FACING

: _____
- H) AREA

: _____ Sq ft
- I) UNIT COST

: _____/
- J) METER CHARGES

:
- K) SOCIETY CHARGES

:
- L) WATER CHARGES

:
- M) CLUB HOUSE CHARGES

:
- Rs.50,000 /-

N) The purchaser/s hereby agree/s to pay to the said “Builder/Promoter/Developer” the Total Cost, which includes the consideration, mentioned in point (N) and expenses & deposits as marked in points (O) & (P) all of clause 1 mentioned herein above, in the following manner :

<u>Cheque No.</u>	<u>Dated</u>	<u>Bank</u>	<u>Amount</u>
		Total	Rs. /-

The rest amount i.e. Rs. _____/- (_____ Only) & Other Charges i.e. Rs. _____/- details of which is given below has been paid by MR. _____, by taking loan from any Financial Institute as said by him. If the loan is not sanctioned due to any reason or under any circumstance he is liable to pay the remaining amount to the builder if not he’s contract will be treated as cancelled and the paid amount will be forfeited.

The rest amount i.e. Rs. _____/- (_____ Only) & Other Charges i.e. Rs. _____/- details of which is given below decided to pay after sanctioning Housing Loan if Purchaser fail to pay this amount to “Builder / Promoter / Developer” **as per percentage of work / Schedule** which is given below. Actual possession of the said **Flat No. _____** will be hand over after receiving full and final payment from the purchaser. The “Builder / Promoter / Developer” will be given possession of the said flat **up to _____**

The balance Purchase price will be paid as follow :

- a) 20% on Completion of Plinth.
- b) 15% on Completion of 1st Slab.
- c) 15% on Completion of 2nd Slab.
- d) 15% on Completion of 3rd Slab.
- e) 10% on Completion of Outer Plaster.
- f) 10% on Completion of Inner Plaster.
- g) 10% on Completion of Brick Works.
- h) 5% on Completion of Flooring & Possession.

The Purchaser shall pay the balance amount as aforesaid on the due date without fail and without any delay or default as TIME IN RESPECT OF THE END SAID PAYMENT IS OF EACH OF THE ESSENCE OF THE CONTRACT.

The Vendors shall hand-over the possession of the said Flat premises to the purchaser immediately on receipt of full and final balance amount.

The purchaser shall on or before the delivery of the possession of the said Flat pay the extra amount of following charges to the Builder:-

- 1) Rs. 20,000 /- towards Meter Charges.
- 2) Rs. 10,000 /- towards Water Charges.
- 3) Rs. 10,000 /- towards Society Registration Charges.
- 4) Rs. 10,000 /- towards Club House Charges. (One Time Advance Maintenance)

2. PAYMENT BY OUTSTATION CHEQUES

If the Purchaser/s make/s the payment of outstation cheques, the date of payment shall be treated as and when the sum is credited to the account of the said “Builder/Promoter/Developer” and to the extent the account as is left for credit after deduction of the commission / service charges by the bank.

3. CONSTRUCTION AS PER APPROVED PLANS

(A) The said “Builder / Promoter / Developer” shall in phases construct the said “Building / s” on the said “Property” in the accordance with the plans, designs & specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as per said “Builder / Promoter / Developer” may consider necessary or as may be required by the concerned local authority / the Government Authority to be made in them or any of them.

(B) However, the Purchaser/s shall not object they said “Builder / Promoter / Developer” for making reasonable changes in and revising the Layout, plans, designs, specification and amenities including the plans of the said “Building” in which the said “Premises” is/are situated for any number of times as per requirement of the said “Builder / Promoter / Developer” , due to additional FSI available or otherwise, and for completing the development in phases as per the discretion of the said “Builder / Promoter / Developer”, provided these plans do not materially affect or alter the specific “Premises” allotted the Purchaser.

(C) The Purchaser/s hereby irrevocably consent/s and authorize/s the said “Builder / Promoter / Developer” to sign on behalf of him / her / them for the same and to add / delete floors, buildings, units etc. to make suitable and reasonable changes, modification and variations in the layout & building plans without effecting any change in the plans / location of the said “Premises” of the Unit Purchaser/s. The purchaser/s further also consents with the said “Builder / Promoter / Developer” to make suitable changes in the position of road and open space in the layout, common amenities, water tanks, transformers, water lines, septic tank etc.

4. PURPOSE OF USE OF UNIT / GARAGE / PARKING SPACE:

The Purchaser/s shall use the said “Premises” or any part thereof or permit the same to be used only for the purpose allowed as per plan sanctioned by the local authority. The Purchaser/s shall use the parking space only for the purpose of keeping or parking his / her / their own vehicle and shall only park his vehicle in the specific parking space allotted to him / her / them and shall not disturb the parking facilities allotted to the other Purchaser/s or claim any rights on the unallotted parking space/s and Any visitor to the Purchaser/s will also not be allowed to park any vehicle on any allotted / un-allotted marked / unmarked parking area other than the visitor’s parking area. Visitor’s Parking area is strictly outside the main gate of the compound of **“Kotak Builders”** and if permission is granted by another Purchaser/s, in writing to the Security, to utilize his / her / their allotted parking space for parking the vehicle overnight, will then be allotted to park on the parking allotted to the later purchaser/s

5. EXTRA WORK

Any Extra Work to be Done by the Purchaser/s before the possession of the said “Premises” or before the completion of the said “Building”, the same shall only be done through the said “Builder / Promoter / Developer”; and no other Agency will be allowed to enter the said “Premises” except if any special permission has been taken by the Purchaser/s from the said “Builder / Promoter / Developer”. All the amounts pertaining extra work done / to be done by the Purchaser/s has / have to be paid in advance to the said “Builder / Promoter / Developer” before the commencement of such extra work.

6. DISCLOSURE OF TITLE

The Purchaser/s confirms that the said “Builder / Promoter / Developer” have given full, free and complete inspection of documents of title in respect of the said “Property” including the documents set out hereinabove and the Purchaser/s confirm/s that he / she / they has / have entered into this Agreement after inspecting the aforesaid documents. The Purchaser/s shall at no time be entitled to challenge or question the rights of the said “Builder / Promoter / Developer” in respect of the said “Property” thereon. Before taking possession of the said “Premises”, but after executing and registering these presents, the Purchaser/s shall allow a mortgage / negative lien to be created on the said “Property” and / or any unsold “Premises” and the Purchaser/s express/es his/her/their consent to the said “Builder / Promoter / Developer” to raise Construction Finance without prejudice to his / her / their interest in the said “Premises”, in keeping with the term set out and contemplated under section 9 of the Maharashtra Ownership Flats Act, 1963 is implied herewith and no separate consent for the same shall be required from the Purchaser/s by the said “Builder / Promoter / Developer”.

7. TERMINATION OF DEFAULT OF PAYMENT AND BREACH OF CONTRACT

Time for payment of each installment and other due in terms hereof is the **MAIN** essence of the contract. On the Purchaser/s committing default in payment on due date, of any amount due and payable by the purchaser/s to the said “Builder / Promoter / Developer”, under this agreement (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoing) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the said “Builder / Promoter / Developer” shall be entitled at his own option to terminate this agreement . **PROVIDED ALWAYS** that the power of termination herein before contained shall not be exercised by unless and until the said “Builder / Promoter / Developer” Shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate

this agreement, and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement, and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice and the said “Builder / Promoter / Developer”, shall be entitled, in their absolute discretion, to disposed off the said unit to any other person/s of their choice, without any hindrance or objection from the Purchaser/s who shall be deemed to have given his / her / their consent for such resale and from the proceeds received from such resale of the said “Premises”, shall refund to the Purchaser/s the remaining installment of the sale price of the said “Premises” which may till then have been paid by the Purchaser/s to the said “Builder / Promoter / Developer” and the Purchaser/s shall only have right to claim to the extent of whatever the receivable amount from the said “Builder / Promoter / Developer”. The said “Builder / Promoter / Developer” shall in such case be entitled to appropriate out of the amount so till then paid by the Purchaser/s, if any, and / or demand the amount towards the losses and / or damages and / or expenses towards administration and also interest for delays accruing till this date of termination as mentioned hereinabove. The Purchaser/s shall not have any right to claim any interest on the amount so refunded upon termination of this agreement for default of the Purchaser/s.

8. SAID “BUILDER / PROMOTER / DEVELOPER” TO HAVE CHARGE TILL ALL AMOUNT PAID

The said “Builder / Promoter / Developer” shall in respect of any amount remaining unpaid by the Purchaser/s under the term and condition of this Agreement, have a first lien and charge on the said “Premises”.

9. RIGHTS & EXCLUSIVITY

A) On the possession of the said “Premises” being offered by the said “Builder / Promoter / Developer” to the purchaser/s as licenses pending execution of Deed of Conveyance or Assignment in favour of Registered Co – operative society, Limited company or Condominium of Apartments and upon execution of such Deed of Conveyance, and / or Deed of Assignment such personal license to enter upon the said “Premises” in favour of the Purchaser/s shall automatically become absolute possession of the Purchaser/s. The said “Builder / Promoter / Developer” will forward to the purchaser/s written intimation of the said “Builder / Promoter / Developer” having carried out the aforesaid work, at the address given by the Purchaser/s under this Agreement and the Purchaser/s shall be bound to pay the amount of installments within 15 days from the date of written intimation from said “Builder / Promoter / Developer” to the Purchaser/s at the said address.

B) It is expressly agreed that the purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the said “Premises” and the extent, nature and description of such limited common areas and facilities and percentage of undivided interest which the purchaser will enjoy in the limited common areas and facilities appurtenant to the said “Premises” Agreed to be sold as set out in the **Third Schedule** hereunder written.

C) Notwithstanding what is contained herein to the contrary it is expressly agreed between the said “Builder / Promoter / Developer” and the Purchaser/s that the said “Builder / Promoter / Developer” shall be entitle to utilize and enjoy either personally or through any nominee all area or areas forming part of said “Property” including the said “Building” as may be available from time to time including areas reserved for Public utility including recreation etc. by utilizing the same as the said “Builder / Promoter / Developer” may deem fit and said “Builder / Promoter / Developer” interlaid will be entitled to construct Recreation Centre or such other activity or activities as the said “Builder / Promoter / Developer” may desire on Professional and / or commercial basis and the ownership of such construction or structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and to appropriate consideration received there from including from day to day business thereof shall be that of the said “Builder / Promoter / Developer” alone exclusively and the Purchaser/s shall have no right thereto in his / her / their individual capacity until the entire land along with the building, super structures and the common amenities are transferred to the Co-operative Society, Limited Company or Condominium of Apartment as the case may be.

D) Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said “Premises”, the said “Builder / Promoter / Developer” shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said “Property”.

10. PURCHASER/S NOT TO CLAIM PARTITION OF SHARE

A) The Purchaser/s declare/s and confirm/s that the he / she / they is / are aware that the said “Building” in which the said “Premises” situate may be interconnected building along with other building/s under development or to be developed by the said “Builder / Promoter / Developer” and the total area under development by the said “Builder / Promoter / Developer” have nothing to do with the ground area and the same are not in proportion to each other and the Purchaser/s, shall not be entitled to claim any further or other right to the area other than the ground area and / or land married to the plinth area.

B) The Purchaser/s doth hereby further declare and confirm that he / she / they shall have no right, title, interest claim or demand to the other inter-connected or adjacent building or buildings to the said “Building” in question and shall not object or dispute the right of the said “Building / Promoter / Developer” to rest, connected or supported adjoining wing or wings of the other building or buildings as shown on plan annexed hereto or as may be amended or modified time to time by the said “Builder / Promoter / Developer” or their nominees with the said “Building” and the right of the Purchaser/s is/are restricted to the said “Building” and the said “Premises” as set out.

11. PURPOSE OF USE OF THE SAID “PREMISES”

A) It is expressly agreed between the said “Builder / Promoter / Developer” and the Purchaser/s that the said “Premises” shall be utilized for residential purpose only and for no other purpose or purposes whatsoever. The Purchaser agrees not to change the user of the said “Premises” without prior consent in writing, of the said “Builder / Promoter / Developer” or the proposed Co-Operative Housing Society, Limited Company, Condominium of Apartment till due conveyance is executed and the Purchaser also agrees that any unauthorized change of user by the Purchaser/s shall render this not be entitled to any right arising out of this Agreement.

B) The Purchaser shall not use the said “Premises” for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance annoyance to occupiers of the other premises in the said “Building” or for any illegal or immoral purpose.

12. SPECIFICATION OF THE SAID “PREMISES”

A) It is expressly agreed that the said “Premises” shall contain (save and except, car parking space, area covered under the stilt which shall be R.C.C. Structure and normal brick structure with cement plaster and cement flooring) specification, fixtures, fitting, and amenities as set out in the purchaser confirms that the said “Builder / Promoter / Developer” shall not be liable to provide any other specifications, fixtures, fittings, and amenities in the said “Premises” other than those mentioned. It is further expressly agreed that suitable changes on the specifications mentioned be made by the said “Builder / Promoter / Developer” depending on the availability of the building material and / or charges in Government policies or laws or rules for which they said “Builder / Promoter / Developer” will not be bound to or held responsible for doing, providing or performing any acts, matters, services, amenities or extra work for the Purchaser/s other than those expressly appearing.

B) It is also expressly agreed that the rules of operation and allow ability of use of the common amenities mentioned **Firstly** herein will be decided by the said “Builder / Promoter / Developer” and will be abiding to purchaser/s along with all other Purchaser/s. The Rules, Terms and Conditions which will form a part of the Bye-Laws of operation of the said “Organization” are as follows:

1) That the facilities, mentioned can be used only by the Purchaser/s and his / her / their direct family members

2) That any person, other than Purchaser/s and his / her / their direct family can enter the boundary of the said “Property” to use the common facilities mentioned unless prior permission is taken in writing from the said “Builder / Promoter / Developer” and / or the said “Organization”

13. OBSERVANCE OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

The said “Builder / Promoter / Developer” confirms that they are developing the said “Property” in accordance with the sanctioned plans and the Floor space Index available on the said “Property”.

14. DISCLOSURE TO TITLE

The Purchaser/s confirms that the said “Builder / Promoter / Developer” has given full, free and complete inspection of documents of title in respect of the said “Property” including the documents set out hereinabove and the Purchaser/s confirm/s that he / she / they has have entered into this Agreement after inspection the aforesaid documents.

15. INTEREST ON AMOUNTS DUE

The Purchaser Confirms that the installments and all amounts payable by the purchaser under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amount payable under these presents by the Purchaser to the said “Builder / Promoter / Developer” is of the essence of the contract. If the Purchaser delays or defaults in making payment of any of the installments or amounts they said “Builder / Promoter / Developer” shall be entitled to interest at the rate of **24%** per annum, on all such amounts till installments, from the date of default till payment and / or receipt thereof by the said “Builder / Promoter / Developer”, without prejudice to their rights in law and under these presents. It is further agreed that on the Purchaser/s committing default in payment of either the installments or any other amount or amounts that these presents on the due dates (including his / her / their proportionate share of taxes, rates, ceases, other charges, betterment charges and all other out goings) and / or commits breach of any of the terms of this agreement, the said “Builder / Promoter / Developer” shall be entitle at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the said “Builder / Promoter / Developer” after giving the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which they said “Builder / Promoter / Developer” intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of receipt of such notice from the said “Builder / Promoter / Developer”. It is further agreed that upon termination of this Agreement as stated herein the amount/s which the purchaser/s may have till then paid to the said “Builder / Promoter / Developer” shall stand forfeited and the said “Builder / Promoter / Developer” shall be at liberty without prejudice to their other rights, including to claim damages; to still and dispose of the said “Premises” to such person or persons at such price and on such conditions as the said “Builder / Promoter / Developer” may desire and deem fit in their absolute discretion and the Purchaser/s shall have no right in any manner whats.

16. POSSESSION & DELAY / FAILURE TO GIVE POSSESSION ON DUE DATE

A) It is expressly agreed that the possession of the said “Premises” will be handed over by the said “Builder / Promoter / Developer” to the Purchaser/s on or before _____ - **20**____ approximately, provided they said “Builder / Promoter / Developer” have received the total cost of the said “Premises” as agreed to the said “Builder / Promoter / Developer”.

(a) Non-availability of steel, cement, other building material, water or electric supply, labour problems etc.

(b) War, Civil commotion or act of god.

(c) Changes in any Rules, Regulations & Bye laws of various statutory bodies and authorities from time to time then affecting the development and project.

(d) Delay in grant of any NOC / Permission / licensee connection / installation of any services such lifts, electricity & water connections and meters to the scheme / unit, road NOC etc. or any known/unknown factor has disturbed the construction schedule of the said "Builder / Promoter / Developer" and there is no delay in issue of Building Completion Certificate by Palghar Municipal Corporation and / or planning Authority and for such other similar reasons and / or circumstance beyond the control of the said "Builder / Promoter / Developer" as getting the Completion Certificate is not mandatory within the above mentioned date, but the physical possession shall be given as stated above.

B) If there is any dispute between the parties hereto then the matter shall be referred to the sole Arbitration of **Shri. ADV.DHARAMSEN VIJENDRA GAIKWAD**, who will act as an arbitrator as per the provisions of the Maharashtra Ownership Flat Act. Neither parties shall have any other claim against the other in respect of the said "Premises" or arising out of this Agreement other than of monetary nature and even pending the arbitration proceedings (Should the same arise) above the said "Builder / Promoter / Developer" shall be at liberty to sell and dispose of the said "Premises" to any other person at such price and upon such terms and conditions as the said "Builder / Promoter / Developer" deems fit on the said "Builder / Promoter / Developer" depositing the amounts received from the Purchaser/s in various installments for the Purchase of the said "Premises", till the date of dispute, with the Arbitrator.

17. CONSTRUCTION QUALITY OR DEFECTS IN CONSTRUCTION / UNAUTHORIZED CHANGES DONE IN THE SAID "PREMISES"

A) The Purchaser/s shall take possession of the said "Premises" within 10 days of the said "Builder / Promoter / Developer" giving written notice to the purchaser/s intimating that the said "Premises" is ready for use and occupation provided however that the Purchaser/s has observed and complied with the terms of this Agreement and paid the amount of consideration and other dues and deposits as mentioned herein. Provided that if within a period of three months from the date of intimation by said "Builder / Promoter / Developer" that said "Premises" is ready for use to the Purchaser/s, the Purchaser/s brings to the notice of the said "Builder / Promoter / Developer" any material defect in the said "Premises" or building in which the said "Premises" is ready for use to the purchaser/s, the purchaser/s bring to the notice of the said "Builder / Promoter / Developer" any material defect in the said "Premises" or building in which the said "Premises" is situated and on the said "Builder / Promoter / Developer" shall rectify such defect if possible, at its own cost. The word "defect" shall mean defects in RCC work and seepage from external walls only and caused on account of willful neglect of the said "Builder / Promoter / Developer" itself and shall not include defect caused by normal wear and tear, negligent use of the premises by the Purchaser/s, abnormal temperature fluctuations, heavy rains & weather conditions etc. or subsequently detected defects in fittings such as doors, windows, electric switches, tiling, sanitary ware, water supply fittings etc.

B) It is further made clear that the Purchaser/s shall not carry out any alterations in the said "Premises" and the condition of repair by the said by the said "Builder / Promoter / Developer" & other condition mentioned herein above will automatically cease and become void if any such work is carried out by the Purchaser/s regarding amenities / fittings provided therein, pipes, water supply connections, tiling, bathroom renovation which may result in seepage of water and the defect liability of the said "Builder / Promoter / Developer" shall automatically cease & become void if any such work is carried out by the Purchaser/s.

C) It is also very clearly stated to the Purchaser/s, that the said “Premises” / said “Property”, which is being purchased by him / her / them lies in Palghar, Maharashtra, which has extreme temperature variations in summer as well as winter resulting in development of **Shrinkage Cracks** in major walls. This is not a defect in construction but due to variance and fluctuation in temperature and very likely to happen to the tune of 5% to 10% on every wall, internally as well as externally. External cracks will be filled and repaired by the said “Builder / Promoter / Developer” once. However, the internal cracks will have to be repaired by the Purchaser/s only and the said “Builder / Promoter / Developer” will not be responsible for the same.

18. OUTGOING AND PROPORTIONATE CONTRIBUTION

A) The Purchaser hereby agrees, that in event of any amount by way of premium or security or any charges as payable to the Palghar Municipal Corporation or state government or to the M.S.E.B. or to betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage connection electricity connection or any other tax such as Sales Tax, Services Tax or Sales Tax or payment of similar nature becoming payable by the said “Builder / Promoter / Developer” the same shall be borne and paid by the Purchaser/s to the said “Builder / Promoter / Developer” in Proportion to the area of the said “Premises” and in determining such amount, the discretion of the said “Builder / Promoter / Developer” shall be conclusive and binding upon the Purchaser/s. It is very clearly stated that the Service Tax or Sales Tax if applied by the state Govt. or the Central Govt. will only be borne and paid by the Purchaser/s exclusively and entirely. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the said “Builder / Promoter / Developer” in respect of the installation of water line, water mains, sewerage lines, electric cables, electric transformers, electric sub-station (if any) making and maintaining of Internal Roads and access to the said “Property”, drainage layout and all other facilities including providing for transport facility (if any) to the Purchaser/s of the premises in the said “Buildings” and acquiring or having buses (if any) or other vehicles (If any) in that behalf and maintenance, insurance and replacement of such vehicles or buses (if any) time to time till the charge of the said “Building” / “Property” is handed over to the said “organization” of all the Purchaser/s.

B) So long as each premises in the said “Building” is not being separately assessed for Municipal taxes and water taxes etc. the Purchaser/s shall pay to the said “Builder / Promoter / Developer” or to the said “Organization”, when formed a proportionate share of municipal taxes, water taxes etc. assessed on the whole building, such proportion to be determined by the said “Builder / Promoter / Developer” on the basis of the area of each premises in the said “Building”. The Purchaser/s along with other Purchaser/s will not require the said “Builder / Promoter / Developer” to contribute a proportionate share of maintenances charges of the flat / premises etc. which are not sold of by the said “Builder / Promoter / Developer”. The said “Builder / Promoter / Developer” will also be entitled to the refund of the municipal taxes on account of the vacancy of such premises.

C) It is agreed between the said “Builder / Promoter / Developer” and the purchaser/s that after the notice in writing is given by the said “Builder / Promoter / Developer” to the Purchaser/s that the said “Premises” is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the floor area of the said “Premises”) of all outgoing in respect of the said “Property” and the said “Building” including local taxes, ceases, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurances Charges, Common Lights, repairs, Salaries of clerks, Bill collector’s charges, Chowkidar and sweeper charges, maintenances charges and all other expenses necessary and / or incidental to the administration, management and maintenance of the said “Property” and the said “Building/s” and until the said “Building” / “Property” is transferred to the said “Organization” the purchaser/s shall pay to the said “Builder / Promoter / Developer” the proportionate share of outgoing as may be determined by the said “Builder / Promoter / Developer”.

19. CONVENANT AS TO USE AND MAINTENANCE OF THE SAID “PREMISES” BY PURCHASER/S

The Purchaser/s for himself / herself / themselves with intention to bring all persons up to whosever hands the said “Premises” may come, doth / do hereby covenant with the said “Builder / Promoter / Developer” as follows :

- a) To maintain the said “Premises”, at Purchaser/s own cost in good tenable and repairable condition from the date of possession and / or personal license at the request of the purchaser/s, whichever is earlier, of the said “Premises” and shall not do or suffered to be done anything in or to the said “Building” in which the said “Premises” is Situated, Staircase, Lift or any passages which may be against the rules, regulations or bye - laws of concerned local or any other authority or change, alter or make addition in or to the said “Building, in which the said “Premises” is situated, and in the said “Premises” , itself or any part thereof.
- b) Not to store in the said “Premises” any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the said “Building” in which the said “Premises” is situated or storing of which goods, is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or likely to damage the staircase, common passage or any other structure of the said “Building”, in which this said “Premises” is situated, including entrance of the said “Building” and the said “Premises”. The Purchaser/s in the event of negligence or default on his / her / their part to this behalf shall be liable for the consequences of such breach.
- c) To carry at his / her / their own behalf all internal repairs to the said “Premises” and maintain the said “Premises” in the same condition, state and order in which it was delivered by the said “Builder / promoter / Developer” to the Purchaser/s and shall not do or offer to be done anything in or to the said “Building” in which the said “Premises” is situated or the said “Premises” which may be against the rules and regulations and Bye Laws of the concerned authority / authorities. In the event of the Purchaser/s committing any act in contravention of the above provision the purchaser/s shall be responsible and liable for the consequence thereof to the concerned authority.
- d) Not to demolish or cause to be demolished the said “Premises” or any part thereof, nor at any time make or cause to be made or done any addition or any alteration in the elevation and outside colour scheme or put grill in the attached terrace or cover the terrace with temporary or permanent structure what so ever kind it may be by Mangalore tiles, P.V.C. sheets or collapsible flex / polyethylene cover & collapsible grill or gates on any external face of the said “Building”, in which the said premises in situated, and shall keep the portion, sewers, drains pipes in the said “Premises” and appurtenances thereto in good tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said “Premises” is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. paradise or other structural members in the said “Premises” without the prior written permission of the said “Builder / Promoter / Developer” and / or the said “Organization”. Such act will compulsorily attract a penalty of Rs. 5,000 /- (Rupees Five Thousand Only) payable by the Purchaser/s to the said “Organization” immediately on receipt of the notice from the said “Organization”.

- e) Not to do or permit to be done any act or thing which may render void any insurance of the said “Property” and the said “Building” in which the said “Premises” is situated or any part thereof or whereby any increase premium shall become payable in respect of the said “Building” and / or the said “Premises”.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said “Premises” in the compound or any portion of the said “Property” and the said “Building”, in which the said “Premises” is situated. The Purchaser/s has / have been informed and has agreed not to dry clothes or other articles on the terrace, attached to the Living or Dining or the top terrace of the pent house, at all and will compulsorily use the dry balcony / store attached to the kitchen to dry clothes / laundry etc. and keep the elevation of the building neat and clean from all sides. Such an act will attract a penalty of Rs. 500 /- (Rupees Five Hundred only) to be paid by the purchaser/s to the said “Organization” immediately on receipt of the intimation from the said “Organization”
- g) To pay to the said “Builder / Promoter / Developer” within 7 days of demand by the said “Builder / Promoter / Developer”, his / her / their share of security deposit / charges / premium demanded by the concerned local authority or government for giving water, drainage, electricity or any other service connection to the building in which the said “Premises” is situated.
- h) To pay electricity bills, Telephone bills, Broadband connection bills, Cable connection monthly bills, and any other such kind of bills that are of personal nature and are in Personal / Company name.
- i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and / or Government and / or other public authority, on account of charge of user of the said “Premises” by the Purchaser/s, viz. user for any purpose other than for residential purpose.
- j) The Purchaser/s shall not let, sub-let , transfer, assign or part with the said “Premises”, interest or benefit of this Agreement or part with the possession and / or personal license of the said “Premises” until all the dues payable by the purchaser/s as the case may be if the said “Builder / Promoter / Developer” under this agreement are fully paid up and only if the purchaser/s have / had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the said “Builder / Promoter / Developer” have permitted in writing to the Purchaser/s in that behalf.
- k) The Purchaser/s shall observe and perform all the rules and regulation which they said “Organization” may frame at its inception and the addition, alterations or amendments thereof that may be made from the time to time for protection and maintenance of the said “Building” and the said “Premises” and for the observance and Performance of the building Rules, Regulations and Bye-Law for the time being of the concerned authority / authorities. The Purchaser/s shall also observe and perform all the stipulation and condition laid down by the said “Organization” regarding the occupation and use of the said “Premises” and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings, in accordance with this the terms of the agreement.
- l) Till a conveyance, Lease or Assignment of land and the said “Building” is executed, the said “Builder / Promoter / Developer” shall be entitled with or without workmen, surveyors agents and others, at all reasonable times, to enter into the said “Premises” and building or any part, thereof to view and examine the state and conditions thereof.

20. ELECTRICITY AND WATER SUPPLY

That in case there is any liability of installing the meters, cable, or transformer or any other additional and incidental charges levied by the M.S.E.B. such as ORCS/SLC and other MSEB deposit, installation, consultation & service charges of meter sanction, cables up to individual meters, feeder pillars, bus bar, laying cable and its pipeline, transformer plinth, LT room construction, cable inspection charges, consultation charges etc. from time to time for getting proper electricity supply whether in the said "Premises" and / or the said "Building", where the said "Premises" is situated or outside, including common meter the same shall be proportionately borne by the unit purchaser/s and shall be paid to the said "Builder / Promoter / Developer" within 8 days from each intimation. The Purchaser/s will pay whatever electric meter deposit and expenses and monthly electricity bills to be said "Builder / Promoter / Developer" on Demand. Due to any other reason if the electrical work is delayed and proper supply is not available to the purchaser/s, in the interim period, for the Purchaser/s convenience a few temporary meter will be availed for which the purchaser/s shall have no complaints. As the said "Builder / Promoter / Developer" will be applying to the concerned authorities for giving separate electricity meters and connections for the said "Premises" of the Purchaser/s on behalf of and as authority holder of the Purchaser/s, if there is any delay in obtaining separate MSEB supply connections from the concerned department due to which of if there is improper supply of water or electricity they said "Builder / Promoter / Developer" shall not be held responsible for the same and the Purchaser/s consent/s for any temporary arrangements that may be made in the interim period. The Purchaser/s shall pay the proportionate charges as demanded, determined & decided by the said "Builder / Promoter / Developer". The Said "Builder / Promoter / Developer" shall be entitled to deduct any dues of such proportionate or entire charges payable by the Purchaser/s for the above from the Society Deposit, Maintenance Deposit or MSEB Expense Accounts for which the Purchaser/s hereby gives consent.

21. STAMP DUTY & REGISTRATION CHARGES

A) At the time of the registration of the Conveyance / Assignment in respect of the said "Builder/s", Purchaser/s shall pay to the said "Builder / Promoter / Developer" the Purchaser/s share of stamp duty and registration charges payable, if any, by the said "Organization" on the conveyance or Lease or Assignment in respect of the building to be executed in favour of the said "Organization".

B) Advocates and Solicitors of the said "Builder / Promoter / Developer" shall prepare the conveyance lease or assignment and all other documents to be executed in pursuance of these presents as also the bye-laws and the Memorandum and Articles of Association in connection with the Co-operative Housing / Premises / Society as the case may be and all costs, charges and expenses including professional fees, stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance / Assignment / Lease another documents and the formation and registration or incorporation of the said "Organization" shall be borne and paid by all the Purchaser/s of the premises in the property in proportion to the area of their respective premises.

22. SOCIETY OR APARTMENT CONDOMINIUM OR LTD. OR FORMATION

A) The said "Builder / Promoter / Developer" will sell all premises intended to be constructed on the said "Property" with a view ultimately that the Purchaser/s of all the premises in the said "Building/s" shall be admitted to a Co-operative society or limited company or condominium of Apartment of all such prospective Purchaser/s (hereinafter referred to as the said "Organization").

B) The Purchaser/s and the persons to whom they said "Premises" are permitted to be transferred, shall from time to time sign all the applications, papers and documents and acts, deeds and things as the said "Builder / Promoter / Developer" and / or the said "Organization" may require for safeguarding the interest of the said "Builder / Promoter / Developer" and / or the purchaser/s and other Purchaser/s in the said "Property", and

shall observe and perform all the provisions of the bye-laws and / or rules of the said “Organization” when formed and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-Laws for the time being of the Palghar Municipal Corporation and other local and /or Public Bodies regarding occupation and use of the said “Premises”.

C) The Purchaser/s along with the other Purchaser/s of premises in the said “Building/s” shall join in forming and registering the said “Organization”, and for that purpose from time to time sign and execute applications and to become member and sign and return all the documents including bye-laws to the said “Builder / Promoter / Developer” within three days of receipt thereof, time being of the essence, so as to enable the said “Builder / Promoter / Developer” to register the organization of the Purchaser/s under section 10 of the Maharashtra Ownership Flat Act, 1963 with the time limit prescribed by rule 8 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, Transfer), Rules 1964. No Objection shall be taken by the Purchaser/s if any changes or modification are made in the draft bye-laws or the Memorandum of Association and Articles of Association as may be required by the registrar of Co-operative Societies or Registrar of Companies and / or of the Condominium of Apartments as the case may be or by other authority.

23. CONVEYANCE TO SOCIETY / LTD. CO. / APARTMENT OWNERS

A) On receipt by the said “Builder / Promoter / Developer” of the full payment of the amounts due and payable by the Purchaser/s of all the premises said “Builder / Promoter / Developer” shall take necessary step along with Purchaser/s in forming and registering the said “Organization” subject to the rights of the said “Builder / Promoter / Developer” under this agreement.

B) The Said “Builder / Promoter / Developer” shall form of the Purchaser/s along with other Purchaser/s, a Co-operative Housing / Premises Society or Limited Company or Condominium of Apartments. The rights of the Purchaser/s of the respective premises will be recognized and regulated by the bye-laws, rules and regulations of the said Co-operative Society or Limited Company or Condominium Apartments and the rules and regulations framed there under.

24. REGISTRATION AND CONVEYANCE

The Stamp duty and registration charges on this agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after execution of this agreement but not later than one month from the execution of these presents, lodge the same for registration with the sub-registrar of Assurances at the costs and risks of the Purchaser/s. At the option of the said “Builder / Promoter / Developer”, if the said “Builder / Promoter / Developer” executes or can cause to be executed by the Owners Conveyance / Assignment in respect of area larger than the said “Building” or land married to the said “Building” in favour of the said “Organization” then in that event the Purchaser/s shall cause the said “Organization”, to execute simultaneously on the execution of such conveyance, Lease or Assignment in their favour, under Lease / Sub-Lease in favour of the said “Builder / Promoter / Developer” or their nominee or nominees in respect of such portion or portions as the said “Builder / Promoter / Developer” may desire with the right to assign and / or transfer the same without any rent compensation or charges.

25. PURCHASER’S ADDRESS FOR SERVICE OF NOTICE

All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if posted to the Purchaser/s under certificate of posting at:

Add: - _____,
_____,
_____.

26. NO GRANT TILL CONVEYANCE

A) Nothing contained in these presents shall be construed to confer upto the Purchaser/s any right, title or interest of any kind whatsoever into or over the said “Premises” or any part or portion thereof, same to take place only upon the execution of the Conveyance, Lease or Assignment in favour of the said “Organization” as herein stated.

B) The Purchaser/s shall have no claim save and except in respect of the particular premises, hereby agreed to be i.e. all other areas including terrace etc. will contain the property of the said “Builder / Promoter / Developer” until the whole of the said “Property” is transferred to the said “Organization” as herein provided subject to the rights of the said “Builder / Promoter / Developer” as contain in this Agreement.

27. F. S. I.

A) The said “Builder / Promoter / Developer” hereby declares that the Floor Space Index has been utilized, in the said “Building” individually and the said “Property” cumulatively, as per the existing rules and laws of utilization of Floor Space Index. The said “Builder / Promoter / Developer” shall always have a right to get the benefit of additional F.S.I., for construction on the said “Property” from Palghar Municipal Corporation or other local authority / authorities and also to make the additions, alterations or to raise stories or revise the Building Plan or put up additional structures as may be permitted by the Palghar Municipal Corporation and other competent authorities, such additions, structures and stories shall be the sole property of the said “Builder / Promoter / Developer” alone who will be entitled to sell the same or to use the terrace including the parapet wall for any purpose including display of advertisements and sign boards as they deem fit and the Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him / her / them and / or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the said “Builder / Promoter / Developer”.

B) The Purchaser/s approve/s and consent/s for the said “Building / Promoter / Developer” disposing of such premises constructed in a similar manner as part of the said scheme and receiving the sale proceeds and inducting the prospective Purchaser/s of the said floated FSI to the membership of the said “Organization”. The residual and further available F.A.R. (F.S.I.) in respect of the plot or the layout not consumed and / or available till the execution of the final deed of conveyance of the said “Property” will be available to the said “Builder / Promoter / Developer” and if any additional FSI is available and claimed by the said “Builder / Promoter / Developer”, it shall be entitled to construct additional Flats / Shops units etc. upon the said “Property” phase wise and dispose of the same in similar manner and get the layout and building plans changed and revised suitably, phase wise or otherwise for which the consent of the Purchaser/s shall be deemed to have been given, and the said “Organization” whether registered and / or proposed, or the Purchaser/s shall not demand any share or compensation in any circumstances from the said “Builder / Promoter / Developer”. The Purchaser/s hereby gives his / her / their irrevocable consent and authorizes the said “Builder / Promoter / Developer” for doing all acts and things necessary and signing on this behalf before all Semi - Govt., Government and Municipal Authorities etc., for the above purposes.

28. RIGHT TO DISPOSE PREMISES CONSTRUCTED ON TERRACE OR COMMON AREA

It is expressly agreed that the said “Builder / Promoter / Developer” shall be entitled to put a hoarding on the said “Property” or on the said “Building/s” on the said “Property” and / or any parts of the said “Building/s” on the said “Property” and the said hoardings may be illuminated and / or comprising of neon sign and for that purpose the said “Builder / Promoter / Developer” are fully authorized to allow temporary and / or permanent construction and / or erection in installation either on the exterior of the said “Building/s” or on the said “Property”, as the case may be, and the Purchaser/s agrees not to object or dispute the same.

29. UNSOLD PREMISES

A) In the event of Society or other Organization of all the Purchaser/s, being formed and registered before the sale and disposal by the said “Builder / Promoter / Developer” of all the premises, the power and the authority of the said “Organization” shall be subject to the overall authority and control of the said “Builder / Promoter / Developer” in respect of all the matters concerning the said “Building” and in particular the said “Builder / Promoter / Developer” shall have absolute authority and control as regards the unsold flats / premises and sale disposal thereof.

B) PROVIDED AND ALWAYS the Purchaser/s hereby agree/s and confirm/s that in the event of such said “Organization” being formed earlier than the said “Builder / Promoter / Developer” dealing with or disposing off the said “Building” then and in that event any allottee or Purchaser/s of premises from the said “Builder / Promoter / Developer” shall be admitted to the said “Organization”, on being called upon by the said “Builder / Promoter / Developer” without payment of any premium or any additional charges and such allottee, Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by the said “Organization”.

30. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER

Any delay or indulgence by the said “Builder / Promoter / Developer” in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the said “Builder / Promoter / Developer” of any breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall be same in any manner prejudice the rights of said “Builder / Promoter / Developer”.

31. DISPUTES, ARBITRATION AND JURISDICTION

A) PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representative in respect of the construction of these presents or concluding anything herein contained or arising out of these presents or as to the rights, liabilities and / or the duties of the parties hereto, the same shall be referred to arbitration of two persons one to be appointed by each party. The provisions of the Arbitration Act shall apply to such reference.

B) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 and any other provision of law applicable thereto and subject to Palghar Jurisdiction only.

32. SET BACK COMPENSATION

The said “Builder / Promoter / Developer” alone shall be entitled to claim and receive compensation for any portion of the land / building that may be notified for set back and claim the F.S.I., benefits and compensation available for areas under reservation for community centre, D.P. Road/s prior to the final conveyance in favour of the proposed society / apartment owners / limited co.

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

FIRST SCHEDULE

All that piece or parcel of land or ground situate, lying and being at Village Shirgaon, Taluka - Palghar & District - Palghar within the limit of Satpati Grampanchayat bearing Gut Nos. **394 & 395** admeasuring **1.44.9** Sq.mtrs along with the rights to use 30 mtr. Wide D.P. Road and bounded as follows:

Together with all things lying or being under, upon embedded, in or attached to earth, right of way & all easementary rights pertaining thereto.

SECOND SCHEDULE

That piece or parcel of Building as per Booking Plan, Constructed on the **394 & 395**, Village Satpati Containing Flat No. _____ facing _____ on _____ floor admeasuring area _____ sq.ft Built-up / Saleable Area consisting of _____ Bedroom, Hall, Kitchen which includes the common rights of passages, landings, staircase etc. The said Built-up area has been calculated by adding 30% to the Net Floor Area and all this is bounded by the following:

On or towards the East : _____

On or towards the West : _____

On or towards the North : _____

On or towards the South : _____

THIRD SCHEDULE

Pro-rata right along with all the Purchaser / s of premises in the said “Property” in limited common areas and facilities as follows (This does not apply in case of premises other than Flats)

- (1) Staircase, Mid landings and Main landings
- (2) Ground floor Entrance Lobby & Entrance Area as marked on site
- (3) Common Overhead tanks, Septic Tank and Water Pumps

FORTH SCHEDULE

1. R.C.C. Frame Structure with plastered brick work for external and internal walls
2. Edge Cut vitrified 2 Ft x 2 Ft tiles in the rest of the flat other than master bedroom, toilet/s, W.C., Baths, Store, Dry Balcony and under the granite top in the Kitchen
3. Glazed tiled flooring in the bathrooms / W.C.s and Dado in bathrooms W.C.s
4. Granite kitchen Platforms with Modular Kitchen
5. Vitrified Tiles
6. One S.S. kitchen sink
7. Concealed plumbing line with hot-and-cold shower mixture & Designer Bath Fitting.
8. One wash basin
9. Concealed electric wiring with wiring accessories, LV wires and modular switches and electric points.
10. Powder coated aluminum sliding window
11. Emulsion paint for the interior of the flat and exterior cement paint for the common area and the Building
12. LED Lights & Fans, Geyser.
13. Club House, Gymnasium, Swimming Pool.
14. Lift Facility.

NOTE : Due to constant developments the above specifications and amenities are subject to change without any notice on account of non-availability of amenity, non-availability of material or non-feasibility. The above amenities should be constructed suitably in case of shops / offices, if any.

MAINTENANCE :

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the terrace, garden and main water pipes and electric wires in under or upon the building and enjoyed or used by the flat / premises holder/s in common with the other occupiers of flats and the main entrance, passage landings and staircase of the building are enjoyed by the premise holder/s used by him / her / them in common as aforesaid and the boundary wall of the building compound etc.
2. The cost of cleaning and lighting the passages, water pump, landing, common lights and other parts of the building use by the premises holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, and security, pump-man, sweeper etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.
5. Deposits for Building, Water-meters, electric meter, and sewer lines etc.
6. Municipal and other taxes such as water charges, bills, common electricity charges, bills, cesses, levy and revenue **N.A. taxes etc.**
7. Insurance of the Building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of building / s

SIGNED SEALED AND DELIVERED)

By the withinnamed)

“Said Construction/Developers”)

M/S. KOTAK BUILDERS,)

Through their Partner,)

MRS.MANISHA PRADEEP KOTAK)

In the presence of)

1.)

SIGNED SEALED AND DELIVERED)

By the withinnamed **“PURCHASERS”**)

MR./MRS._____)

In the presences of)

2.)