

SHREE
AGREEMENT FOR SALE OF FLAT

Market Value	Rs. /-
Actual Value	Rs. /-
Ward No.	2-A
Village	Manda
Carpet Area	Sq. ft. (Sq.. Meter.) + Sq. Ft. (sq. Meter) E.P. + (Sq. Meter) Sq. Ft. Terrace
Stamp Duty Paid	Rs /-

This Agreement is made and entered into at Kalyan on this _____ day of _____ 2014 **B E**
T W E E N

M/S OM SAI CONSTRUCTIONS, a partnership firm, having office at Survey No. 76/4, Om Sai Sankul, Ganesh Mandir Road, Near Hariom Valley, Manda, Titwala (E), Taluka Kalyan, District Thane, hereinafter called “**THEPROMOTER**” (which expression shall mean and include their partners, successors, legal heirs, executors, administrators and assigns) **OF THE ONE PART;**

A N D

(1)SMT/SHRI _____, Hindu Adult, Indian Inhabitant, Aged about _____ years, Occupation - _____, and
(2)SMT/SHRI _____ Hindu Adult, Indian Inhabitant, Aged about _____ years, Occupation - _____ Residing at _____, hereinafter called “**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 heirs, executors, administrators, and assigns) **OF THE SECOND PART.**

WHEREAS

(a) Smt. Shobhabai Ranikhilawan Agnihotri is in use, occupation, possession & absolute owners of land property bearing Survey No. **76, Hissa No.4**, admeasuring area 62R- 8P i.e.6280 square meters lying and situated at revenue Village MANDA, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration Dist.-Kalyan and Registration Dist. Thane.

(b) The land lady Smt. Shobhabai Ramkhilawan Agnihotri desire to develop the said land property and have obtained IOD from Kalyan Dombivali Municipal corporation for construction of buildings Type A, B, C, D, E approved by Sahayak Sanchalaka Nagarrachana, Kalyan Dombivali Mahapalika, Kalyan under permission No. KDMP/ NRV/ BP/KV/184-63 dtd. 25.6.2009 hereinafter called “**THE SAID TOTAL PROPERTY**”.

(c) The said Land lady are in old age and busy in some other works and unable to develop the said property. Therefore She has granted the development right admeasuring area **2840 sq. meters** with sanctioned plan of 'A & B' Wing out of 6280 Sq. Meter to the promoter herein under registered development agreement dated **31.12.2009 (Regd.No KYN-2- 09513/2009 dtd.31.12.2009)** hereinafter referred to as "the said development agreement"). The owners has appointed the Promoter/first party as per registered Irrevocable General Power of Attorney dated **31.12.2009 (Regd. No KYN 2-270 /2009 dtd. 31.12.2009)**, as her agent to develop the piece or parcel of free hold N. A. land property bearing Survey No.76, Hissa No.4 admeasuring area about 1150 Square Meters with sanctioned plan of 'A &B' Wing lying and situate at revenue village Manda, Taluka Kalyan, District-Thane, hereinafter called **"THE SAID LAND PROPERTY"**, more particularly described in the SCHEDULE hereinafter and to construct thereon building as per the sanctioned plan and also in accordance with the terms and conditions contained in the said development agreement /Power of attorney.

d)Shri Vijaykumar Deviprasad Tiwari is in use, occupation, possession & absolute owners of land property bearing Survey No.76, Hissa No.3, adm. area 910 Sq. Meter lying and situated at revenue Village -MANDA, Taluka -Kalyan, Dist : Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub - Registration Dist - Kalyan and Registration District - Thane.

e) Shri. Vijaykumar Deviprasad Tiwari have granted the development right to the first party herein above under registered development agreement dated **15.02. 2011 (Regd. No. KYN - 2 - 01413/2012 dtd. 15-02-2011)** (hereinafter referred to as "the said development agreement"). The owners has appointed the Promoter/first party as per registered Irrevocable General Power of Attorney dated **15-02-2011 (Regd. No. KYN - 2 - 01414/2012 dtd. 15-02-2011)** as his agent to develop above said property more particularly described in the **SECOND SCHEDULE** hereinafter and construct the building thereon as per the sanctioned plan and also in accordance with the terms and conditions contained in the said development agreement / Power of attorney.

AND WHEREAS the said land is exempted from the ceiling as per exemption order granted under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 order issued by the Dy. Collector & Competent Authority Ulhasnagar Urban Agglomeration Thane vide letter No.ULC/ULN/Sec.20(N)/SR 405 dtd.07/03 /03.

AND WHEREAS M/S OM SAI CONSTRUCTIONS along with said land lady apply the same for obtaining the building plan after amalgamation of the both properties of S. No. 76 , H. No. 4 & 3, total area adm. 6368 Sq. Meter jointly before the competent authority. The competent authority i.e. Kalyan Dombivli Municipal Corporation, Kalyan. The Nagar Rachanakar, of Kalyan Dombivali Municipal Corporation, Kalyan. have sanctioned the building plan of the land property S. No. 76, H. No. 4 under permission No. **KDMP /NRV /BP/K V/2012 13/286 dated 05.01.2013**, consisting wing No. A,B,C, D& E . as per IOD issued by The Nagar Rachanakar, of Kalyan Dombivali Municipal Corporation, Kalyan under pennission No. KDMP/NRV/BP/KV/184-63 dtd. 25-6-2009.

AND WHEREAS the said land lady has obtained Non - Agricultural permission of the said land from the Office of the Collector Thane, under permission No. MAHSUL / KI/T-7/NAP/SR- 09/2011 dated 22.03.2011

AND WHEREAS the Promoter/First Party has proposed to construct the building on the said property as per approved plan Ground plus upper floors by name **“OM SAI SANKUL COMPLEX”** hereinafter called as **the SAID BUILDING**.

AND WHEREAS by virtue of the said power of attorney the promoter/first party have right to sell the flats/unit in the said building to be constructed by the promoter on the said land and enter into agreement/s with the purchaser/s of the flat/shops/garage/ units and to receive the sale price in respect thereof.

AND WHEREAS The title certificate issued by the advocate of the promoter and plan and specification of flat/unit agreed to be purchased by the purchaser/s are approved by the concerned authorities.

AND WHEREAS the purchaser has made on application and requested to the Promoter for allotment to the purchaser of Flat No. on floor, admeasuring carpet area sq. ft. + Sq. Ft. E.P. + Sq. Ft. Terrace including in the building known as **‘OM SAI SANKUL COMPLEX Wing ‘B ’**, being constructed on the said land property, more particularly described in the **THIRD SCHEDULE** hereinafter.

AND WHEREAS prior to execution of these presents at the time of booking the, purchaser has paid to the promoter a sum of Rs. /- (Rupees only) being the part payment of the sale price of the premises agreed to be sold by the Promoter to the purchaser as advance payment or deposit, (payment and receipt whereof the promoter do hereby admit and acknowledged) and the purchaser has agreed to pay the consideration sale price to the promoter in the manner hereinafter appearing.

AND WHEREAS under section 4 of the Maharashtra Ownership Flat Act the promoters required to execute a written agreement for sale of the said flat to the purchaser in fact these present and also to register the said agreement under the Indian Registration Act.

AND WHEREAS after mutual discussions of the first party and. Second party, agreed to sell and purchase the said flat at the price and on the terms and conditions hereinafter appearing.

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

1. The Promoter shall construct the building on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser hereby gives consent.

2. THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the Flat No. _____ on the _____ floor, in A wing, admeasuring _____ sq. ft. carpet + _____ Sq. Ft. E.P. + _____ Sq. Ft. Terrace in the building known as **‘OM SAI SANKUL COMPLEX Wing ‘B ’**, and as shown on the floor plan thereof hereto annexed and marked as Annexure “C”) hereinafter referred to as **“THE SAID PREMISES”**) for the price / consideration of Rs. _____ /- (Rupees _____ Only) to be provided to the flat as per the express and irrevocable consent of the purchaser herein. The Purchaser agrees to pay the above consideration in the following manner:

(a) Rs. 20 % at the time of execution of this agreement.

(b) Rs. 15 % to be paid on or before Plinth

(c) Rs. 7% to be paid on or before per Slab

(d) Rs. 5% to be paid on or before Bricks Work

(e) Rs. 2% to be paid on or before Plastering

(f) Rs. 2% to be paid on the possession of the said premises being offered by the Promoter to the Purchaser, as the licensee, pending the execution of the Deed of Conveyance in favour of any Co-operative Society or Limited Company or Condominium of Apartments as the case may be and upon execution of such conveyance such personal license, to enter upon and enjoy the said premises in favour of the Purchaser, shall automatically become absolute Possession of the Purchaser. THE Purchaser _____ agrees _____ and _____ assures _____ to _____ pay _____ Rs. _____ /- (Rupees _____ Only) on demand and/or prior to taking the possession of the said flat towards

(a) Legal charges.

(b) Entrance fees and share capital

(c) Society formation charges.

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

(e) Water connection charges

(f) Grill charges

(e) Requisite lifts charges and proportionate expenses thereto, if any. The Purchaser shall be liable and responsible to pay the sales tax, service tax, value added tax and other government and semi government dues, levies and charges in respect of the said flat as and when demanded by the Promoter. It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters / Builders sending a notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under

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

3. The Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

4. The Promoter hereby declares that they have utilized the floor space index as mentioned in the approved plan and the Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoter intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection /hindrance and will render sincere cooperation for the Promoter to consume and avail the T.D.R. and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.

5. THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats /Shops /Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

6. THE Purchaser agrees to pay to the Promoters interest @ 21% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.

7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement. THE Promoters shall have the first lien and charge on the said flat/ premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.

8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the ANNEXURE “D” annexed hereto.

9. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before . If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in “which the premises are situated or were to be situated. THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat / shop / other unit is situated is delayed on account of ;

- i) non - availability of steel, cement other building materials, water or electric supply;
- ii) war, civil commotion or Act of God;
- iii) any notice order, rule, notification of the Government and/or other public or competent authorities,

10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted , by the Purchaser / Developer only as per the prevailing rules, regulations, and bylaws of the concerned authorities.

12. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co operative society including the bye laws of the proposed society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by Promoters to the Purchaser. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws’ or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

13. ON the completion of all the buildings (with its all wings) and on receipt by the promoter of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the purchasers, shall co operate with the Promoters informing and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to, the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall

cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises 'in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.

14.COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as open land tax, betterment tax, for the period from the date of building commencement certificate till the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs.1.50 paise per sq. ft. per month towards the outgoings from the date of notice as aforesaid. The amount is paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.

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

17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.

18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.

19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. paradi or other structure or structural members in the said building without prior written permission of the Promoters and/or Society. The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions should not affect the flat / shop / premises agreed to be purchased by the Purchaser.

21. THE Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

22. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from , the said premises in compound or any portion of the said property or building.

23. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otas. If during the course of revision in planning if ground plus more than four upper floors buildings are constructed then in such event the purchaser is liable, to pay lift charges and proportionate expenses thereto as and when demanded by the Promoter.

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

25. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safe guarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

26. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part there of The Purchaser shall have no claim, save and expect in respect of said premises hereby agreed to be sold to him/her and all open spaces, parking parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoters until the said land and the said building is transferred to the co operative society as herein before mentioned.

27. THE Purchaser shall not let, sub let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.

28. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time

to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the, taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.

29. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner Prejudice the rights of the Promoters.

30. ALL costs, charges and expenses, penalties, Sales Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such co operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoter a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats / shops / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / condominium of apartments.

31. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his / her / their address as specified hereinabove.

32. THE Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.

33. IT is also understood and agreed by and between the parties hereto that the terrace spaces, flower bed, balcony in front of or adjacent to the flat in the said building, if any, shall be exclusively to the respective Purchasers of the flat and such spaces are intended for the exclusive use of the

respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.

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

b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits.

The Purchaser will not have any objection to admit such assignee or transferee as the member/ s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

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

36. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.

37. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof.

38. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws OR Service Tax is liable for such transaction. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this

transaction is held to be liable for tax as a sale or other wise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.

39. The Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats/shops/ other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he/ she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the Purchasers without there being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the

Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.

40. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats / shops / units and will not pay any maintenance charges like water light, etc., and the Promoters can sell the said flats / shops / units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

41. THAT the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartiable and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

42. IN case for any reason whatsoever if the Purchaser would terminate this agreement he / she shall be entitled to a refund of sale price already paid by him under this agreement. But he / she shall not be entitled to any interest on the sale price paid by him / her to the Promoters herein. Further it is hereby specifically agreed between the parties that the Promoters shall be liable to refund the said price only after they would get the fresh booking for the said premises from another intending purchaser/s and that he has received the money from the said intending purchaser of the said premises.

43. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:

- a) To form a separate / combined Co-Operative housing society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
- b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
- c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- d) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.
- e) To decide from time to time when and what sort of document of transfer should be executed. To grant of right of access / way and / or other easementary rights to the adjacent buildings, plots of the said entire property.

44. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such terrace/garden shall not enclose or cover the said terrace/garden without the written permission of the Builders and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

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

46. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/ s of the flats and it shall be the paramount responsibility and obligation

of the Purchaser/ s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the utgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters /Builders.

47. IF the Purchaser intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Promoters and on cancellation of the agreement he / she shall give six months period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest. The Promoters shall forfeit the 20% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

48. If the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or reenter and resume possession of the said flat / shop / other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as tress passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.

49. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters / Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters / Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

50. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for

other non residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non residential use of the premises sold by the Promoters to the intending Purchasers.

51. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.

52. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters / Builders within 7 days from the date of lodgement and serial number under which the same is lodge for registration with xerox copy of receipt in order to enable the Promoters / Builders to admit the execution of the same.

53. THE stilt, basement, open car parking and garage if any, shall always be the property of the Promoters / Builders and the Promoters / Builders have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.

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

55. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and / or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

56. THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common Organization or Apex / Federal Society will be formed by the Promoters which may be found feasible and suitable in the circumstances.

57. The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said

complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

58. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may have to be made to the municipal corporation for such additional construction shall be paid by the Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. . The Purchaser herein and the members of the society shall admit such new intending purchasers as its members.

59. In the event of any portion of the said property being required for putting up an electric sub station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.

60. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.

61. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory Authority the same shall be carried out by the Purchaser in co operation with the Purchaser of the other premises in the said building at his own costs and the Promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

62. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan o the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and

in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser

herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

63. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space

index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

64. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc. whether refundable or not.

65. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders/ Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the Occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organization and the deed of conveyance / assignment / lease or any other transfer document is executed.

66. The Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.

67. It is expressly agreed that the Developers shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be

exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

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

69. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or / and other Purchasers together and one by the Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.

70. This agreement shall, to the extent they are statutory, always be subject to the provision contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act 1963 (Maharashtra Act No. XV of 1997) and Rules made there under and any other Provisions of Law Applicable thereto.

FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of non agricultural land property bearing Survey No. 76, Hissa No. 4 lying and situated at revenue village MANDA, Taluka Kalyan, District Thane, Wing No. A & B, admeasuring area 2840 square meters out of total area 6280 Sq. Meter within the limits of Kalyan

Dombivali Municipal Corporation and, Sub Registration District Kalyan and Registration District Thane.

SECOND SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land property bearing Survey No. 76, Hissa No. 3 lying and situated at revenue village MANDA, Taluka Kalyan, District Thane, admeasuring area 910 square meters within the limits of Kalyan Dombivali Municipal Corporation and Sub Registration District Kalyan and Registration District Thane,

THIRD SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of non agricultural land property bearing Survey No. 76, Hissa No. 4 admeasuring area 2840 square meters out of total area 6280 Sq. Meter lying and situated at revenue village MANDA, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub Registration District Kalyan and Registration District Thane, out of which building by name ‘**OM SAI SANKUL COMPLEX WING B**’ constructed by promoter and purchased by purchaser Flat as under:

Village	Survey No.	Hissa No.	Flat No.	Floor	Carpet area (Sq. Ft.)
Manda	76	4			

BOUNDED AS UNDER :

On or towards by East : Property of Mr.V.D. Tiwari.& S.K. Tiwari.
On or towards by West : Property of L. Bajpai
On or towards by South : Property of Mr.V.D. Tiwari & SK ‘riwari
On or towards by North : Pro. of Mr. Ramchandra Kalyan

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first herein above mentioned.

SIGNED & DELIVERED by the within named Promoters
M/s. Om Sai Constructions through its partner
SHRI
in the presence of witnesses;

SIGNED & DELIVERED by the within named Purchaser/s
(1)SHRI/SMT.

(2)SHRI/SMT.
in the presence of witnesses;

RECEIPT

RECEIVED WITH THANKS FROM THE WITHIN
NAMED PURCHASER THE SUM OF Rs. /-
(Rupees
--- Only) being the part price / consideration in respect
respect of sale of the flat hereinabove mentioned.

I SAY RECEIVED Rs.

PROMOTERS

WITNESSES;

- 1.
- 2.